



DECISION

Fair Work Act 2009

s.210—Enterprise agreement

La Trobe University

(AG2020/1838)

LA TROBE UNIVERSITY COLLECTIVE AGREEMENT 2018

Educational services

COMMISSIONER JOHNS

SYDNEY, 3 JULY 2020

Application for variation of the La Trobe University Collective Agreement 2018.

[1] An application has been made for approval of a variation to the *La Trobe University Collective Agreement 2018* (the Agreement). The application was made by La Trobe University pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[5] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 26 June 2018. Those undertakings form part of the Agreement as varied.

[6] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[7] In accordance with s.216 of the Act, the variation operates from 3 July 2020.



COMMISSIONER

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La Trobe University
Proposed variation to the *La Trobe University Collective Agreement 2018*

The La Trobe University Collective Agreement 2018 is varied as follows:

1. Adding a new Schedule 11 in the terms below.

SCHEDULE 11 - COVID-19 MEASURES

PART 1: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of this Schedule is to give effect to the National Jobs Protection Framework for the University, its employees and NTEU to respond to the impact of COVID-19. The Framework recognises that:
- 1.1.1 on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus;
 - 1.1.2 as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction;
 - 1.1.3 the response to the impact of COVID-19 in some ways will be short-term and others long-term;
 - 1.1.4 the University has suffered a significant financial detriment as a result of the impact of COVID-19;
 - 1.1.5 all staff are integral to the delivery of the University's goals; and
 - 1.1.6 special provisions are needed for maintaining employment of employees affected by the impact of COVID-19.
- 1.2 This Schedule is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU (but the Memorandum of Understanding is not incorporated into this Schedule).
- 1.3 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of the impact of COVID-19 on the University.

2. Operative parts

- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement in writing of the University and NTEU. No such extension can apply beyond 31 December 2021.
- 2.3 Any such agreed extension(s) or foreshortening(s) shall be notified in writing to the Fair Work Commission and Employees within seven (7) days of that agreement being reached.
- 2.4 This Schedule does not alter the nominal expiry date of the Agreement.

- 2.5 The terms of this Schedule shall prevail over the terms of the remainder of the Agreement, but only to the extent of any inconsistency.
- 2.6 An employee who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, shall be deemed to have accepted such a reduction pursuant to the terms of this Schedule and shall have the entitlements attached thereto.
- 2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Restorations upon expiry of this Schedule

- 2.8 Upon the expiry of this Schedule, all rates of pay and fractions will be restored prospectively, and service shall be calculated, as if this Schedule and measures taken under it never had effect. An employee whose role or duties has changed as a result of the operation of this Schedule will return to perform the duties or role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that an employee would have been entitled to had this Schedule never come into effect.

Application

- 2.9 Subject to this Part, the cost savings provisions in Schedule 11 apply to all staff members covered by the Agreement, including staff members employed on senior staff performance based contracts under clause 14 of this Agreement (**Senior Staff Contracts**) and applies notwithstanding clause 14.3 of the Agreement.
- 2.10 For the avoidance of doubt, for staff members employed on Senior Staff Contracts:
- 2.10.1 any future salary increases will continue to be in accordance with the provisions of their Senior Staff Contract and the general increases under clause 21.1 in the body of this Agreement continue to not apply to them;
- 2.10.2 provisions in respect of probation, overtime, disciplinary action and termination/ redundancy procedures will continue to be in accordance with the provisions of their Senior Staff Contract rather than this Agreement; and
- 2.10.3 all Senior Staff Contracts that apply at the commencement of this Schedule remain valid and apply as Senior Staff Contracts, including if the salary and loadings payable to the staff member fall below the threshold in clause 14.4 of the Agreement by operation of Schedule 11.
- 2.11 This Schedule does not apply to any employees employed in the La Trobe Biosciences Research Centre (**AgriBio**) covered by Schedule 8 of the Agreement.
- 2.12 A notice/direction under this Schedule will prevail over any provision in a staff member's employment contract. Where the University gives notice of a measure to a staff member in accordance with clauses in Parts 4, 5 and/or 6 of Schedule 11, the notice will apply to the staff member's employment and have the effect stated in Schedule 11 and bind the staff members and the University. The notice and its effect will prevail over any provision in a staff member's employment contract and apply notwithstanding any provisions in an employment contract that may otherwise have obliged the University to maintain the staff member's terms and conditions (including any higher contractual salary entitlements) that applied at the time the notice is given.

PART 2: JOB PROTECTION MEASURES

3. Stand down

- 3.1 The purpose of this clause is to ensure employees who might otherwise be stood down without pay as a result of COVID -19 are not stood down. It does not limit stand down for causes that are unrelated to COVID-19 under clause 3.2, where an employee could have been stood down under the FW Act.
- 3.2 Where an employee cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the employee down (i.e. where an employee could have been stood down under the FW Act), but only if that cause is not related to or arising from COVID-19.
- 3.3 The University does not intend to exercise any right to stand down an employee for any cause related to or arising from COVID-19. If circumstances exist such that an employee could be stood down under the Act because of a reason related to or arising from COVID-19, any such stand down would require prior agreement of the NTEU and the relevant employee.
- 3.4 For the avoidance of doubt, this clause replaces the power to stand down employees provided by s 524 of the FW Act.

4. Allocation of work

- 4.1 This clause governs only:
- 4.1.1 the allocation of work to retain casual employees and the allocation of positions to retain fixed-term employees in employment; and
 - 4.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of employees;
- and does not govern the selection process for a vacant continuing position.
- 4.2 Where there is no work or insufficient work available for a continuing or fixed-term employee, the University will seek to identify other work for that employee to perform. Within this process, available work will be assigned first with a view to preventing compulsory redundancy. This allocation of work for this purpose shall take precedence over the allocations described in clauses 4.3 to 4.6.
- 4.3 Where there is work required to be performed and that work was usually performed by a casual employee who had been regularly employed by the University and the employee had a reasonable expectation that they would continue to be employed by the University, then the casual employee will continue to be engaged to perform that work. Where such a casual employee suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the employee will have first order of preference to resume that work upon it becoming available again.
- 4.4 Where there is work required to be performed and that work was usually performed by a fixed-term employee, and the employee was not subject to any formal disciplinary procedures, the employee shall be offered a new contract if their contract comes to an end. Where a fixed-term employee is not offered a further contract as a result of the impact of COVID-19, and the employee was not subject to any formal disciplinary procedures, the employee will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.
- 4.5 For the purposes of this clause, a casual employee includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.

- 4.6 Subject to clauses 4.2 to 4.5 nothing in clause 4 prevents the University from making staff allocation and selection decisions.
- 4.7 Allocation of work under this provision will not of itself change the employee's employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

5. Redeployees

- 5.1 In the filling of vacancies, redeployees have first preference, and then all other employees (including casuals) are to be considered according to the University's existing merit-based selection procedures.

6. No new external appointments

- 6.1 No external appointment will be made whilst this Schedule is in effect except as follows:
- 6.1.1 professorial appointments; or
 - 6.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or
 - 6.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment shall be reported to the CTMC; or
 - 6.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or
 - 6.1.5 a person referred to in clause 4.
- 6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to employees and employment by the University, whether or not that employment is covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

- 7.1 An employee who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks' paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.
- 7.2 An employee, other than an employee described in clause 7.1, will be entitled to up to two weeks' paid leave (without deduction from other leave credits) if:
- 7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or
 - 7.2.2 where in order to perform caring duties for a person for whom carers' leave applies is required to isolate on medical advice or the advice of health authorities; and
 - 7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.
- 7.3 This entitlement shall be subject to the provision of reasonable evidence.

7.4 The entitlements under clauses 7.1 and 7.2 shall also be extended to casual employees as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as employees entitled to personal leave.

7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Domestic and Family Violence protections

8.1 The parties recognise that the impact of COVID-19 has created particular problems for employees experiencing domestic and family violence.

8.2 Employees who experience domestic and family violence during the operation of this Schedule will be entitled to 5 days' paid domestic and family violence leave, such leave is in addition to any other domestic and family violence leave entitlements contained in the Agreement.

9. Employees at higher risk

9.1 Recognising the higher risk of COVID-19 faced by various groups of employees, the University will, wherever possible, facilitate periods of working from home beyond those mandated for this purpose for:

9.1.1 Aboriginal and Torres Strait Islander staff; and

9.1.2 other employees in high risk groups (such as defined by the Australian Government Department of Health).

9.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of 9.1.2.

10. Employee performance evaluation

10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all employees when undertaking any performance evaluation, or managing performance of any employee.

11. Probationary employees

11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the employee or the University. Any changes to targets must be agreed to by the employee.

12. Recovery of expenses

12.1 Where the employee has incurred costs to enable the employee to perform their job role in response to the impact of COVID-19, the University will reimburse the employee the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the employee's job or would have been incurred by the employee regardless of their role with the University.

12.2 The employee should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work-related items. Approval will not be unreasonably refused.

13. Superannuation

13.1 Where any measure implemented as a consequence of the impact of COVID-19 on university operations would result in a reduction of employer superannuation payments (whether voluntary or otherwise), the University will pay employer contributions, and submit salary and

time fraction data to the employee's superannuation fund (where required), as if this Schedule was not in operation.

13.2 Where an employee's salary would have increased but does not because of the operation of:

13.2.1 deferral of a pay rise and/or service-related incremental pay increase within a classification, under clause 20 of this Schedule; or

13.2.2 the deferral of salary increase arising from promotion or reclassification, under clause 23 of this schedule,

the University will pay employer superannuation contributions in respect of those deferred salary amounts, as if this Schedule was not in operation.

13.3 Where an employee is making employee contributions under the rules of a defined benefit fund of which they are a member, and where any measure would result in a reduction of employee superannuation payments (whether voluntary or otherwise), the employee will, subject to circumstances of financial hardship, pay employee contributions as if this Schedule was not in operation in alignment with the contributions made and superannuation data submitted by the University under clause 13.1 above. Where any part of the employee contributions are deferred due to financial hardship, the University will advise the employee of the potential for a scheme of arrangement to be entered into between the employee and the superannuation scheme to ensure that the required employee contributions are fully paid no later than 2 years following the expiration of this Schedule. The University will facilitate the employee's application to the relevant superannuation scheme.

13.4 An employee who is a member of an accumulation plan may continue to make employee contributions under the rules of the scheme to which they are a member. Such an employee may also elect to reduce their employee contributions by such amount as they determine.

PART 4: CHANGES TO CONDITIONS

14. Introduction

14.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. Change to duties

15.1 By giving two weeks' notice, the University may direct employees to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the employee's skill level and competency and it is safe to do so.

15.2 These may be higher-level or lower-level duties, but the employee's pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that an employee shall not at any time be paid at a rate less than that which would apply to that work under the relevant Award.

15.3 The consultation and managing change provisions of the Agreement (including in this Schedule and in the body of the Agreement) do not apply to these temporary assignments.

15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another employee in order to make up a shortfall in the load of the latter employee.

Academic workload

15.5 The existing academic workload clauses in the Agreement continue to apply, subject to the following.

- 15.6 To the extent that an employee is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the employee in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic employee's workload for the year.
- 15.7 An employee whose fraction is reduced voluntarily in accordance with clause 16 will have a commensurate reduction in workload.
- 15.8 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the employee to prepare for the change in workload allocation.
- 15.9 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.

16. Employee-initiated change to hours of work and leave

- 16.1 An employee who is working from home may apply for one or more of the following flexible working arrangements:
- 16.1.1 for professional staff, a change to their start and finish times that may be outside the span of hours to suit their personal and/or family circumstances (any such employee-initiated change will not attract overtime rates);
- 16.1.2 a reduction in fraction; and/or
- 16.1.3 purchase of extra leave with a consequent reduction in pay (e.g. under a 48/52 scheme).
- 16.2 A change to hours requested for the purpose of caring responsibilities can be made in accordance with carer's flexibility arrangements.
- 16.3 A change to hours requested for personal circumstances, other than caring responsibilities, can be made through an individual flexibility agreement.

17. Impact on service

- 17.1 A break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART 5: TEMPORARY CHANGES TO PAY

18. Introduction

- 18.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to change an employee's pay.

19. Temporary reductions to salary and allowances

- 19.1 If the University is declared to be in Category A and has not been notified under clause 29.6 that it no longer meets the Category A threshold, the University may implement any of the below to an amount equivalent to a maximum total of 10% of an employee's salary in any given pay period:
- 19.1.1 deferral of the date of effect of pay rises and/or salary point increments (as outlined in clause 20);

- 19.1.2 temporary reduction in salary, to a maximum of 5% of the salary above \$30,000 (as outlined in clause 21).
- 19.2 If the University is declared to be in Category B and has not been notified under clause 29.6 that it no longer meets the Category B threshold, the University may implement any of the below to an amount equivalent to a maximum total of 15% of an employee's salary in any given pay period:
- 19.2.1 deferral of pay rises and/or salary point increments (as outlined in clause 20);
- 19.2.2 temporary reduction in pay, to a maximum of 10% of the salary above \$30,000 (as outlined in clause 21).
- 19.3 For the purpose of this Part, salary means salary and allowances or loadings (howsoever described) other than allowances that constitute a reimbursement of expenditure or are discretionary payments.
- 19.4 Any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.
- In calculating the reduced salary, the comparator is against the salary of the given pay period the employee would have received had this Schedule never come into effect.

20. Deferral of pay rises and incremental progression

- 20.1 This clause applies to:
- 20.1.1 any increase in salary or rate of pay due to an employee pursuant to a term of the Agreement setting salaries generally for employees; and
- 20.1.2 any service-related incremental pay increase within a classification (howsoever called) due to an employee pursuant to a term of the Agreement.
- 20.2 If the University is declared to be in Category A or Category B, then the University by notice to employees may defer the date of effect of any increase under clause 20.1 above for a period within the duration of this Schedule, until the expiry of this Schedule or the University is no longer in either category and is notified of that under clause 29.6, whichever comes first.
- 20.3 Deferral under clause 20.2 includes ceasing and deferring the salary increase under clause 21.2(d) in the body of the Agreement (being 1.6% on the first full pay period on or after 1 July 2020) by written notice to employees if that increase has been paid before the commencement of the operation of this Schedule. Such deferral is not part of any salary reduction under clause 21. In such circumstances, employees will not be required to repay any money received as a consequence of that salary increase having been paid prior to this Schedule commencing.
- 20.4 This clause does not apply to casual employees.

21. Temporary salary reductions

- 21.1 Subject to the conditions set out in clause 19, the University may implement a generalised temporary salary reduction in accordance with this clause.
- 21.2 The University may implement, by giving two weeks' notice:
- 21.2.1 if it is declared to be in Category A, a temporary reduction in pay in any given pay period, to a maximum of 5% of an employee's salary, for which the first \$30,000 (per annum) shall be exempt;

(for example, an employee on \$100,000 per annum where the University is in Category A, the maximum reduction is \$3,500 per annum and their temporarily reduced salary would be \$96,500 per annum).

- 21.2.2 if it is declared to be in Category B, a temporary reduction in pay in any given pay period, to a maximum of 10% of an employee's salary, for which the first \$30,000 (per annum) shall be exempt.
- 21.2.3 For the purposes of Clauses 19.1 and 19.2, the \$30,000 exempt amount shall be disregarded. For example, if a 5% salary reduction is imposed in accordance with clause 21.2.1 or 21.2.2 it will be regarded as a 5% reduction for the purposes of clauses 19.1 and 19.2 notwithstanding the 5% reduction doesn't apply to the \$30,000 exempt amount.
- 21.3 The University may not direct a salary reduction under this clause 21 for any period in respect of which a staff member employed on a Senior Staff Contract has voluntarily agreed to a greater salary reduction than could be applied under this clause.
- 21.4 The salary reduction will not apply to an employee who is employed on a casual basis.
- 22. Extreme hardship**
- 22.1 The University must allow for individual exceptional circumstances of extreme hardship.
- 22.2 Where an employee would experience extreme hardship in individual exceptional circumstances as a result of the application of clauses 20 or 21 they may make an application to the Director of Human Resources (or equivalent) or a nominee.
- 22.3 The application will specify the circumstances that are individual to the employee and how they will result in extreme hardship. An application made in accordance with this clause will be considered expeditiously (but no more than seven (7) working days). If the University rejects an application, it must provide written reasons for their decision.
- 23. Promotion and reclassification**
- 23.1 The date of effect for the increase in salary arising from a promotion or reclassification (at the employee's initiative) shall be the date no earlier than the day after this Schedule ceases to apply or the University is no longer in either Category A or B and is notified of that under clause 29.6, whichever comes first.

PART 6: DIRECTIONS TO TAKE LEAVE

- 24. Recreation leave**
- 24.1 The University may direct an employee to take recreation leave on two weeks' notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.
- 24.2 The employee is entitled to retain a minimum 10 days balance, unless the Agreement allows for a lower minimum balance to remain.
- 24.3 The leave must be taken at a time that is agreed, but within two months of the direction.
- 24.4 Leave will not be directed to be taken at a time when the employee otherwise has unavoidable work obligations (e.g. grant applications).
- 24.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.

- 24.6 By agreement with the University, an employee may choose to take an extended period of annual leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART 7: CHANGE MANAGEMENT

25. Change management

- 25.1 This clause does not apply to the temporary reassignment of duties under clause 15 or stand downs under clause 3 or change management processes commenced in accordance with the Agreement prior to the commencement of this Schedule. Any change management process commenced in accordance with the Agreement prior to the commencement of this Schedule and implementation of the actions and measures identified in that change process will continue to be governed solely by the clauses in the body of the Agreement and not by this Schedule.
- 25.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected employees about the change.
- 25.3 In coming to agreement, the CTMC will take into account:
- 25.3.1 any urgency created by the impact of COVID-19;
 - 25.3.2 the scale of the change (including, without limitation, the number and nature of employees who will be affected by the change, the level to which the affected employees will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 25.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 28.17.
- 25.5 Any consultation process determined under clause 25.2 or 25.4 above must involve the University providing information to the employees and NTEU about the change, and invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the employees about the impact of the change. An affected employee must be able to appoint a representative for the purpose of the consultation. For a change to the employee's regular roster or ordinary hours of work, the Agreement term will apply.

PART 8: TERMINATION OF EMPLOYMENT

26. Termination pay

- 26.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the employee's final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken).

27. Redundancy

- 27.1 During the life of this Schedule there will be no involuntary redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.
- 27.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 25 must occur.

When a redundancy may occur

- 27.3 The University may only make employees involuntarily redundant in the following circumstances:

- 27.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 27.4 which results in the work no longer being required to be performed by anyone; or
- 27.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of employees, in accordance with clause 27.5

Redundancy following permanent abolition of a substantial work function or campus closure

- 27.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make an employee involuntarily redundant where:
 - 27.4.1 the employee's work is no longer required to be performed by anyone;
 - 27.4.2 the University has sought to redeploy the employee. In exploring redeployment, the University will ensure the employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the employee or which the employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an employee shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
 - 27.4.3 the University has explored with the employee other measures that may be taken to avoid termination; and
 - 27.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of employees

- 27.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of employees, the University must only make an employee involuntarily redundant where it has:
 - 27.5.1 identified the number of surplus employees;
 - 27.5.2 offered a voluntary redundancy to all affected staff. The University must allow all those who volunteer to separate, unless the employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 27.5.3 will apply);
 - 27.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select employees for involuntary redundancy, either as a result of too few people volunteering or too many people volunteering;
 - 27.5.4 sought to redeploy the employee. In exploring redeployment, the University will ensure the employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the employee or which the employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an employee shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's

existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

- 27.5.5 explored with the employee other measures that may be taken to avoid termination; and
 - 27.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.
 - 27.5.7 Nothing in clause 27.5 shall prevent multiple units or functions being dealt with simultaneously.
- 27.6 For the purpose of clause 27.5, permanent insufficiency of work refers to where the insufficiency is reasonably likely to extend beyond at least twelve months.

Voluntary separation packages

- 27.7 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.
- 27.8 The University must allow all those who volunteer to separate, unless the employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function and will make a voluntary redundancy payment as follows:
- 27.8.1 for continuing staff members to whom clause 32 of the Agreement applies, a voluntary separation payment equal to the redundancy payment calculated in accordance with clause 32 of the Agreement; and
 - 27.8.2 for fixed-term staff members, where the staff member has 12 months or more remaining prior to the expiry date of their fixed-term contract, a voluntary redundancy payment equal to the amount calculated in accordance with the scale set out at clause 13.3(c)(i) of the Agreement.

Redundancy pay

- 27.9 Whilst this clause 27 sets out the circumstances and processes in which redundancies can occur, to the exclusion of the applicable clause in the Agreement (being clause 32 in the body of the Agreement) and sets out the approach and payments for voluntary separation packages, this Schedule does not otherwise affect the calculation of the quantum of redundancy or like payments, or provisions relating to notice periods as governed by the Agreement.

PART 9: COMMITTEES

28. COVID-19 Temporary Measures Committee

- 28.1 This clause establishes the COVID-19 Temporary Measures Committee (the **CTMC**).
- 28.2 The CTMC shall consist of three nominees of the University and three nominees of NTEU.
- 28.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule.
- 28.4 The function of the CTMC are those assigned to it under the terms of this Schedule, and to:
- 28.4.1 be provided with information relevant to the operation of this Schedule;
 - 28.4.2 oversee the implementation of the Schedule;
 - 28.4.3 carry out its functions in relation to change proposals in accordance with clause 29;

28.4.4 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clause 28.13 to 28.16.

28.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part 10 or which cost-saving measures the University may implement.

28.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

28.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

28.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

28.9 NTEU nominees on the CTMC who are University employees will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.

28.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

28.11 In addition to holding meetings with employees, members of the CTMC may consult by Email List with employees in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.

28.12 Employees shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

28.13 This clause governs:

28.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;

28.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.

28.14 These procedures shall apply to any dispute raised by an employee, Union or the University to which the University is a party.

For the avoidance of doubt, the dispute settling clause of the Agreement shall not apply to a matter arising under this Schedule, or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.

28.15 Any dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within 5 working days, the dispute may be referred by either party to an Arbitrator for resolution.

28.16 An employee may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

28.17 Wherever this Schedule refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 28.18 to 28.25.

28.18 By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel.

28.19 Members of the Arbitration Panel must be independent of the University, employees and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.

28.20 The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.

28.21 The dispute will be arbitrated in one of the following ways:

28.21.1 with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or

28.21.2 with the agreement of the parties, by final offer arbitration; or

28.21.3 by hearing.

28.22 Where the dispute is to be heard, the following apply:

28.22.1 the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;

28.22.2 the Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 28.23;

28.22.3 the CTMC may agree such other powers and procedures as may be necessary.

28.23 The dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).

28.24 No person bound by the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.

28.25 Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision. The Arbitrator's published decision must not include commercial in confidence or confidential material, or the personal or health information of any person without that person's prior consent.

29. Expert Assessment Panel

29.1 Before accessing any cost-saving measures in Parts 4, 5 and 6 of this Schedule, available to a university in Category A or Category B, the University must satisfy the Expert Assessment Panel (**EAP**) that the relevant Category threshold referred to in Part 10 of this Schedule has been met, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:

- 29.1.1 a cut in senior executive salaries higher than that borne by employees;
 - 29.1.2 reduction in capital works;
 - 29.1.3 reduction in travel;
 - 29.1.4 debt capabilities;
 - 29.1.5 drawing on cash reserves;
 - 29.1.6 drawing on investments.
- 29.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.
- 29.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 29.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 29.5 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.
- 29.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that the University no longer meets the category threshold previously determined, the EAP will give reasonable notice to the University that it is not eligible to access the particular costs savings measures attaching to the category prospectively.
- 29.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.
- 29.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART 10: DETERMINING THRESHOLDS

30. Introduction

- 30.1 The University may access the cost-saving measures contained in Part 5 once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

31. Categories

- 31.1 The University is in Category A if the following metrics are met:
- 31.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
 - 31.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or

- 31.1.3 it meets one of the metrics as identified below as it relates to Category B.
- 31.2 The University is in Category B if the following metrics are met:
- 31.2.1 it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); and
- 31.2.2 it has a core operating cash flow margin of 3.0% or less.
- 31.3 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.
- 31.4 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]
- Core Operating Cash Flow Margin Notes
- [1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]
- [2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.
- [3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).
- [4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.
- [5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.
- 31.5 During the life of this Schedule, the University may move from one Category (or no category) to another Category (or no category) upon declaration of the EAP.

PART 11: INTERPRETATION

32. Interpretation

- 32.1 Headings are to be used as a guide to interpretation.
- 32.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.
- 32.3 Reference to the singular is a reference to the plural and vice versa.

33. Definitions

- 33.1 The following definitions apply to terms contained in this Schedule.
- 33.1.1 **Agreement:** the La Trobe University Collective Agreement 2018;
- 33.1.2 **Arbitrator:** person appointed under clause 28.20;
- 33.1.3 **Award:** either the *Higher Education Industry – Academic Staff – Award 2020* or *Higher Education Industry – Professional Staff – Award 2020*, as applicable;
- 33.1.4 **Category A:** see clause 31.1 of this Schedule;
- 33.1.5 **Category B:** see clause 31.2 of this Schedule;

- 33.1.6 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;
- 33.1.7 **COVID-19 Temporary Measures Committee (or CTMC):** see clause 28 of this Schedule;
- 33.1.8 **Email List:** a bulk email address provided by the University which does not disclose the email addresses of individual employees;
- 33.1.9 **Expert Assessment Panel (or EAP):** refer to clause 29 of this Schedule;
- 33.1.10 **FW Act:** the *Fair Work Act 2009* (Cth);
- 33.1.11 **Involuntary redundancy:** where the employee has not accepted an offer of voluntary redundancy and is unable to be redeployed;
- 33.1.12 **Memorandum of Understanding:** the MOU signed by the NTEU and the University;
- 33.1.13 **NES:** is Part 2-2 of the FW Act;
- 33.1.14 **NTEU:** National Tertiary Education Industry Union;
- 33.1.15 **a Representative:** means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or employee of NTEU, or an officer or employee of an employer association;
- 33.1.16 **the University:** La Trobe University;
- 33.1.17 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;
- 33.1.18 **voluntary redundancy:** where employees volunteer for redundancy;
- 33.1.19 **workplace change:** means a change to an employee's roster or ordinary hours of work initiated by the University, or a workplace change that is likely to have a significant effect on employees. **Significant effects** include:
- 33.1.19.1 the termination of the employment of employees;
 - 33.1.19.2 changes to the composition, operation or size of the University's workforce or skills required of employees;
 - 33.1.19.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
 - 33.1.19.4 the need to retrain employees;
 - 33.1.19.5 outsourcing of work; and
 - 33.1.19.6 restructuring and/or relocation of work units, but does not include a temporary change to duties in accordance with clause 15.

VARIATION TO THE LA TROBE UNIVERSITY COLLECTIVE AGREEMENT 2018

Signed for and on behalf of

LA TROBE UNIVERSITY

Melbourne, Victoria 3086



Date: 23.06.2020

Professor John Dewar, Vice-Chancellor

Signed for and on behalf of

THE NATIONAL TERTIARY EDUCATION INDUSTRY UNION

120 Clarendon Street, South Melbourne, Victoria, 3205



Date: 25/06/2020

Matthew McGowan, General Secretary


IN THE FAIR WORK COMMISSION*Fair Work Act 2009* (Cth) ("**FW Act**")**Matter number:**

AG2020/1838

Employer:La Trobe University (**Employer**)**Application:**Section 210 – Application for approval of a variation to the La Trobe Collective Agreement 2018 (**Agreement**)**Authorised representative:**Regan Sterry
Director, Workplace Relations and Safety**Undertaking- Section 212**

For and on behalf of the Employer, I, Regan Sterry:

1. Declare that I have authority to give this undertaking on behalf of the Employer.
2. Understand that each undertaking is to be taken to be a term of the Agreement
3. Give the following undertakings with respect to the Agreement
 - a. With respect to the NES precedence clause at clause 2.7 of Schedule 11, the University undertakes to apply that clause beyond the expiry of Schedule 11 for the duration that the Agreement is in operation.
 - b. With respect to clause 44.1 of the Agreement, the University undertakes that staff members will be entitled to long service leave on a pro rata basis after 7 years of continuous service.
 - c. For the purpose of section 196 of the FW Act, a shiftworker to whom clause 59.6 of the Agreement applies is a shiftworker for the purposes of the National Employment Standards.
 - d. If a staff member is engaged to work non-rotating night shifts, they will be paid a 30% penalty rate consistent with clause 23.2 of the *Higher Education Industry – General Staff – Award 2020*.
 - e. With respect to clause 3 of Schedule 5, where a Library staff member is engaged to perform shift arrangements, they will not be rostered such that their shift will finish after 6pm and before 9pm.

Date signed:	3 July 2020
For and on behalf of the Employer by: [In accordance with s.212 of the FW Act]	Ms Regan Sterry, Director Workplace Relations and Safety
Signature:	

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



LA TROBE UNIVERSITY COLLECTIVE AGREEMENT 2018

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PART A: INTRODUCTION

1. Title and Operation

- 1.1 This Agreement shall be known as the *La Trobe University Collective Agreement 2018*.
- 1.2 The Agreement will commence operation seven (7) days after its approval by the Fair Work Commission, and the nominal expiry date will be 30 September 2021.
- 1.3 No later than three (3) months prior to the nominal expiry of this Agreement, the University and the NTEU will hold discussions about when negotiations for a new Agreement will commence.

2. Application and Continuity of Processes

- 2.1 This Agreement applies to and covers all staff of the University other than the Vice-Chancellor and Senior Executives.
- 2.2 Parties to this Agreement are:
- (a) The National Tertiary Education Industry Union (NTEU);
 - (b) La Trobe University; and
 - (c) All employees of La Trobe University excluding the Vice-Chancellor and Senior Executives.
- 2.3 Nothing in this Agreement will be taken as incorporating as a term of this Agreement any policy, procedures or guidelines referred to in this Agreement.
- 2.4 This Agreement is a comprehensive agreement that wholly displaces any award (existing or future) and any other agreement which may otherwise apply to staff whose employment falls within the scope of this Agreement.
- 2.5 If prior to the commencement of this Agreement, one or more of the processes or reviews pursuant to the La Trobe University Collective Agreement 2014 (**2014 Agreement**) 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 the provision of the 2014 Agreement will continue to apply to that process or review until its conclusion and the provisions of this Agreement do not otherwise apply to that process or review.

3. Definitions

Term	Meaning
Academic Staff/Employees	Employees appointed to an academic position and/or who are engaged to perform teaching and/or research.
Casual	means an Employee who is engaged in employment by the hour to carry out duties set out in either Schedules 1 or 2.

Contingent Funding	in clause 15, contingent funding means limited term funding provided for from external sources, but not funding that is part of an operating grant from government or comprised of payments of fees made by or on behalf of students.
Continuing Employment	all employment other than "Research Continuing", "fixed-term" or "casual".
Domestic Violence	has the same meaning as "family violence" as defined in the <i>Family Violence Protection Act 2008 (Vic)</i> .
Employment provided for from identifiable funding external to the University	in clause 13.2(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 Director (Human Resources)	the person occupying or acting in that position, or their nominee.
Employee/Staff	all persons who are employed by the University and to whom this Agreement applies as set out in clause 2.
Employer	the University.
Family member	<p>(i) a member of the Employee's household; or</p> <p>(ii) a member of the Employee's immediate family including:</p> <p>A. partner (i.e. spouse/ <i>de facto</i> 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;</p> <p>B. child, foster child, parent, legal guardian, grandparent, grandchildren, brother or sister of the employee's partner or former partner;</p> <p>C. a relative who has taken the place of a parent or of a relative residing with the employee at the time of</p>

	<p>such illness or death;</p> <p>D. a person for whom the employee has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (A) – (C) above.</p>
FFPPOA	first full pay period on or after the date on which the salary increases are due to come into effect.
Fixed-term	employment for a specified term or ascertainable period.
Full-time	employment for 35 hours per week.
FWC	the Fair Work Commission or successor body.
FW Act	the <i>Fair Work Act 2009 (Cth)</i> as amended.
Head of School	the person occupying or acting in that position, or their nominee.
HEO Classification Level	the classification level of professional staff as set out in Schedule 1.
LTSU	La Trobe Student Union, including the registered student union at any of the La Trobe University campuses in addition to the Bundoora campus.
Medical Evidence	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.
MSAL	Minimum Standards for Academic Levels as set out in Schedule 6 of this Agreement.
Ordinary rate of pay	the rate payable to a staff member in accordance with Schedule 2 and Schedule 3 of this Agreement without any loadings or additional payments, except where otherwise provided for in this Agreement.
OSP	the University Outside Studies Program, as varied from time to time, for academic staff members.
Partner	in respect of an Employee, includes a spouse, de facto partner, and same sex partner.

LA TROBE UNIVERSITY COLLECTIVE AGREEMENT 2018

Part time/fractional	Employees employed to work for less than the normal weekly hours of a full-time Employee in the same classification.
Performance Development Framework	the University's performance development systems and processes, set out in the University's Policies and Procedures, as amended from time to time.
Professional Staff/ Employees	all Employees other than Academic Staff.
Pro-Vice Chancellor	the Pro-Vice Chancellor of a College at the University, or a person acting in the position.
Representative	a friend or colleague (but this person shall not be a practicing solicitor or barrister), or Union.
Research Continuing	an Employee (academic or professional staff) engaged in accordance with clause 15.
Senior Executives	Employees who report directly to the Vice-Chancellor with executive decision making powers.
Shift Work	work performed on a regularly rostered basis that includes hours outside the normal span of hours.
Spouse	marital or defacto partner, including a same sex partner.
Supervisor	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	the National Tertiary Education Industry Union.
University	La Trobe University.
Vice-Chancellor	the person at the time holding or acting in the office of the Vice-Chancellor of the University under the <i>La Trobe University Act 1964</i> , as amended from time to time, or the Vice-Chancellor's nominee.

In interpreting this Agreement:

- (a) each definition in Clause 3 is taken to include any replacement position title or organisation unit title adopted by the University after commencement of the Agreement; and

- (b) reference to University Policies and Procedures means University policies and procedures that may be varied from time to time and do not form part of this Agreement.

4. Pay Equity Reporting

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

5. Occupational Health & Safety Representatives

- 5.1 The University recognises the important role of Health and Safety Representatives ("HSRs") and will facilitate their work through having up to three (3) elected HSRs, chosen by agreement with the Union, to be participants with speaking rights at the University's highest level OHS Committee.
- 5.2 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.

PART B: CORE TERMS

6. Agreement Flexibility

- 6.1 The University and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) allowing for the ordinary hours of work of the Employee to fall outside the span of hours in subclause 58.2 provided that the flexibility arrangement must specify alternative ordinary hours of work for that Employee and that Clause 60 (Overtime – Professional Staff) will apply provided that any reference to “ordinary hours” in Clause 60 shall be taken to be a reference to “ordinary hours” specified in the Flexibility Agreement;
 - (ii) 48/52 (or other variant) arrangement;
 - (iii) development of overseas exchange agreements between an Employee of the University and an Employee from an overseas university, in order to ensure no disadvantage to the Employee as a consequence of the exchange;
 - (iv) allowances;
 - (v) additional unpaid parental/child rearing leave, or unpaid carer's flexibility leave;
 - (vi) leave loading; and
 - (b) the arrangement meets the genuine needs of the University and the Employee in relation to one or more of the matters mentioned in subclause (a); and
 - (c) the arrangement is genuinely agreed to by the University and the Employee.
- 6.2 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.
- 6.3 The University must ensure that:
- (a) agreement to a flexibility arrangement may not be a precondition of employment, reclassification or promotion;
 - (b) 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
 - (c) the Employee and their Representative must have at least three (3) working days to consider the proposal.

- 6.4 The University must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and Employee; and
 - (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; and
 - (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.
- 6.5 The University must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to and keep the Agreement as a time and wages record.
- 6.6 The University or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - (b) if the University and Employee agree in writing - at any time.

7. Intellectual Freedom

- 7.1 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.
- 7.2 Staff members must remain at all times subject to the law, terms of engagement and University Code of Conduct.

8. Union Rights and Resources

- 8.1 The University will provide the NTEU La Trobe Branch with the following services and facilities:

- (a) an office space to accommodate two people and associated meeting room on the Melbourne (Bundoora) campus of the University with access to the Internet, telephone and email; and
 - (b) the ability to provide information and/or a link to NTEU information for new and current staff via the University Intranet.
- 8.2 The University will provide an Employee, upon request, with payroll deduction of union dues at no cost to the Staff member or the Union.
- 8.3 The University will, where appropriate, negotiate appropriate time release arrangements for elected union representatives.
- 8.4 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.
- 8.5 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.
- 8.6 The Union shall be entitled to provide the University with materials about the Union, including a membership form, which the University will make available to new Employees via a link to the NTEU website from the University's Intranet. The NTEU will be able to provide online induction materials to the University that are accessible by new Employees.
- 8.7 The Consultative Committee at the University will consist of no more than four nominees each of the University and the Union.
- 8.8 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.
- 8.9 The Consultative Committee will meet at least quarterly and may meet more frequently by agreement. Additional participants can be invited for specific agenda items by mutual agreement.

9. Managing Change

- 9.1 This clause applies if the University:
 - (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that may have a significant impact on Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 9.2 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

Major change
- 9.3 In this clause, significant impact includes:
 - (a) the termination of the employment of Employees;

- (b) major change to the composition, operation or size of the University's workforce or to the skills required of Employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace or location;
 - (g) the restructuring of jobs; or
 - (h) outsourcing of functions.
- 9.4 For a major change referred to in subclause 9.1(a) the University will advise the affected Employees and NTEU in writing of the proposed change as soon as practicable and consult with the affected Employees and NTEU in accordance with sub-clauses 9.5 to 9.9.
- 9.5 As soon as practicable and prior to a final decision being made, the University must:
- (a) consult with the relevant Employees and NTEU about:
 - (i) the introduction of the proposed change;
 - (ii) the effect the proposed change is likely to have on the Employees; and
 - (iii) measures the University is taking to avert or mitigate the adverse effect of the proposed change on the Employees; and
 - (b) for the purposes of the consultation provide, in writing, to the relevant Employees and NTEU:
 - (i) the rationale for the proposed change including relevant information relied on in proposing the change (if applicable);
 - (ii) the details of the proposed change;
 - (iii) who may be affected by the proposed change;
 - (iv) the likely impact the proposed change will have on the positions of the affected Employees;
 - (v) organisational charts detailing the proposed change, where relevant;
 - (vi) the likely impact upon workloads in the area; and
 - (vii) the draft implementation timetable.
- 9.6 However, the University is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- 9.7 The University will allow reasonable time for consultation and must give prompt and genuine consideration to matters raised by the relevant Employees and the NTEU, with the view to reviewing the intention to change, and to identifying means to mitigate any adverse impacts associated with the proposed change. When reasonable attempts to avoid forced redundancy

have been unsuccessful the University may use the Redundancy Procedures set out in this Agreement.

- 9.8 As early as practicable after reaching a final decision to make changes the University will confirm its final decision in writing to the relevant Employees and the NTEU, including advising how feedback received during the consultation period was taken into consideration.
- 9.9 To the extent that the final decision is materially different to the original proposal and the differences have adverse effects on Employees, the University shall consult with the affected Employees and NTEU in relation to the differences and give prompt consideration to, and feedback on, matters raised in such consultations.
- 9.10 Vacant positions arising through the organisational change will, where possible, be filled by redeployment of existing Staff who no longer have a position as a result of the final decision to change or whose positions have been declared redundant.
- 9.11 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, a competitive merit based selection process where there are multiple Staff seeking transfer or redeployment.

Change to regular roster or ordinary hours of work

- 9.12 For a change referred to in subclause 9.1(b):
- (a) the University must notify the relevant Employees of the proposed change; and
 - (b) subclauses 9.13 to 9.16 apply.
- 9.13 As soon as practicable after proposing to introduce the change, the University must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what the University reasonably believes will be the effects of the change on the Employees;
 - (iii) information about any other matters that the University reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the University is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15 The University must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 9.16 In this clause *relevant Employees* means the Employees who may be affected by a change referred to in clause 9.1(b).

10. Dispute Resolution Procedures

- 10.1 For the purposes of this Clause, the term "parties to the dispute" shall mean and include the University and any Employee(s) or Union who has notified the University of the existence of the dispute.
- 10.2 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).
- 10.3 An Employee may be represented in these procedures by a Union or by another Representative.
- 10.4 These procedures may be activated by an Employee or Union covered by this Agreement notifying the University, or by the University notifying any affected Employees and the Union, in writing, that a dispute exists under this Clause.
- (a) In the case of a dispute notified by an Employee or Union, in the first instance the relevant Employee or Union 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 any affected Employees and the Union 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.
- 10.5 While these processes in sub-clause 10.4 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.
- 10.6 Until the procedures outlined in sub-clause 10.4 have been exhausted, the subject matter of the dispute shall not be taken to FWC.
- 10.7 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, subject to a right to appeal.
- 10.8 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.

PART C: EMPLOYMENT UNDER THIS AGREEMENT

11. Types of Employment

11.1 An Employee may be employed by the University in the following categories:

- (a) continuing appointment;
- (b) research continuing appointment;
- (c) fixed-term appointment;
- (d) casual appointment;
- (e) seasonal part year or annualised hours appointment; or
- (f) scholarly teaching fellow appointment.

11.2 Upon engagement, the University will provide Employees with an instrument of appointment that sets out the type of employment and terms of their engagement, including:

- (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;
- (e) other main conditions of employment including the duties and reporting relationships to apply upon appointment.

11.3 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.

11.4 All Employees are entitled to apply for internally advertised University positions.

12. Part-time and Fractional Employment

12.1 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 or Schedule 3 for a full-time Employee at the same classification.

12.2 Where a part-time/fractional Employee is entitled to paid leave in accordance with this Agreement, 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.

13. Fixed-term Employment

13.1 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 33 (Disciplinary Procedures);
- (c) for unsatisfactory performance in accordance with Clause 33 (Disciplinary Procedures);
- (d) in the case of contracts of twelve (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 32.9 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.

13.2 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 two (2) year contract in a Graduate Recruitment Program within the University, up to a maximum of fifteen (15) 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 (5) 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.

Upon appointment to a research only position under this subclause, the University will advise the Employee in writing of their right to apply for and be appointed to a Research Continuing position subject to meeting the eligibility criteria in subclause 15.3.

(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. a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - B. 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 five 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 (5) years.

(f) *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:
 - A. 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;
 - B. the work activity is not within the description of another circumstance within this Clause;

C. 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.

(g) *Apprenticeship*

"Apprenticeship" means an apprentice employed pursuant to an apprenticeship approved by the relevant State or Territory training authority. Apprentices will receive a salary calculated using the following percentages, on the base salary rate for level 3 set out in Schedule 3 of this Agreement:

- (i) 1st year - 55% of base trade rate
- (ii) 2nd year - 65% of base trade rate
- (iii) 3rd year - 80% of base trade rate
- (iv) 4th year - 95% of base trade rate

(h) *Early Career Development Fellowships*

- (i) An ECDF is a standard teaching and research or research-only academic position available for a fixed-term of two (2) to three (3) years.
- (ii) The field of applicants for an ECDF will be restricted to casual or fixed-term academic staff who have been:
 - A. awarded a PhD or Professional Masters degree and have performed sessional work for the University in three (3) entire teaching periods over the past five (5) years; or
 - B. active PhD or Professional Masters degree candidates for at least two (2) years and have performed sessional work for the University in five (5) entire teaching periods over the past five (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) For ECDFs appointed prior to the commencement of the Agreement, 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:
 - A. the Employee having performed satisfactorily throughout the ECDF;
 - B. the Employee having been appointed as an ECDF through a competitive merit based selection process;
 - C. the work being performed is substantially required to be performed on a continuing basis;
 - D. 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 4 (Trainees) of this Agreement. 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 this Agreement.

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

(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:
 - A. positions established in relation to a new or substantially modified discipline or sub-discipline area of academic work not previously offered; or
 - B. 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 13.2(j)(i) above will be subject to the following conditions:
 - A. 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;
 - B. where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five (5) weeks' severance pay for employment of up to two (2) years, and seven (7) weeks' severance pay for employment between two (2) and three (3) years. This sub-clause will replace any entitlement to severance pay elsewhere in this Agreement;
 - C. Should a position not be offered under sub-clause 13.2(j)(iii)B 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 13.2(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.

(l) *Alternative to Casual Employment*

- (i) The effect of this sub-clause shall not be to replace continuing positions with fixed term positions.
- (ii) Where the work activity does not come within the description of circumstances in 13.2(a)-13.2(k) the University may offer fixed-term employment where the work to be performed has typically been performed by casual staff and would otherwise be performed by casual staff.

- (iii) Employment pursuant to this subclause may be offered for a period of no more than five (5) years and for no less than twelve (12) months.
- (iv) Should the same or substantially the same work continue beyond a period of five (5) years, subject to satisfactory performance, the staff member will be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period.

Incidents of Fixed-Term Contract of Employment

13.3 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 13.2(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 with continuing employment 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:

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

three (3) months written notice of the expiry of the contract, provided that no notice shall be given where the contract is for three (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:

- A. 13.2(a) (Specific Task or Project); or
- B. 13.2(b) (Research);

whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment but:

- C. 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
- D. 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:

Service	Severance Payment
Up to completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

- (ii) Where the University advises an Employee in writing that further employment may be offered within twelve (12) 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 (6) weeks from the expiry of the fixed-term contract.
- (iii) Severance payments will not be made where the staff member:
 - A. declines a further offer of reasonable employment;
 - B. resigns; or
 - C. 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

13.4 This Clause applies to all fixed-term Employees whose contract commenced on or after 18 December 2009, unless either of the following circumstances apply:

- (a) the Employee is employed in accordance with one of the following sub-clauses:
 - (i) 13.2(a) (Graduate Recruitment Program);
 - (ii) 13.2(e) (Pre-retirement Contract);
 - (iii) 13.2(f) (Teaching Fellowship);
 - (iv) 13.2(g) (Apprenticeships);
 - (v) 13.2(h) (Early Career Development Fellowship); or
 - (vi) 13.2(i) (Traineeship); or
 - (vii) 13.2(l) (Alternative to casual employment), or
- (b) proceedings under Clause 33 (Disciplinary Procedures) have commenced against the Employee or disciplinary action has been taken.

13.5 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 13.2(c) (Replacement Employee), the Employee will only be offered further employment if they have a minimum of twenty-four (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

- 13.6 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 that was in place as at 18 December 2009, during the term of that contract.

Fixed-Term Contracts – Review Process

- 13.7 Where a staff member employed under a fixed-term contract entered into after 18 December 2009 believes that he or she has been employed on a fixed-term basis contrary to the requirements of Clause 11 (Types of Employment) and Clause 13 (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.
- 13.8 Where it has been established under sub-clause 13.7 that the use of fixed-term employment was not properly established in accordance with Clause 11 (Types of Employment) and Clause 13 (Fixed-Term Employment) above, the University will offer the staff member an appropriate appointment.

14. Senior Staff Performance Based Contracts

- 14.1 The University may, in accordance with this Clause, enter into contracts with members of staff employed in the manner described in sub-clause 14.2 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.
- 14.2 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 and Professional staff employed at or above HEO10 who received a total remuneration package comprising base salary, employer superannuation contributions, vehicle, and other allowances ("Total Remuneration Package") equal to or greater than the amount specified in sub-clause 14.4 below.
- 14.3 A performance-based contract may stipulate that clauses 19 (Probationary Procedures), 33 (Disciplinary Procedures), 21 (Salaries), 13 (Fixed-Term Employment), 11 (Types of Employment), 58 (Hours of Work), 60 (Overtime – Professional Staff) and 32 (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.
- 14.4 The Total Remuneration Package rates specified in sub-clauses 14.2 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:

	ACADEMIC STAFF (calculated based on 120% of Level E rate plus 17% of Level E rate)	PROFESSIONAL STAFF
2017 Rate	\$236,210	\$168,002
Increase on Commencement of Agreement	\$244,178	\$169,757
Dec 2018	\$247,841	\$172,303
July 2019	\$250,368	\$174,409
July 2020	\$254,374	\$177,200
July 2021	\$258,444	\$180,035

15. Research Continuing

- 15.1 A fixed-term academic or professional staff member who meets the requirements set out in this clause will be offered Research Continuing employment.
- 15.2 Where an Employee believes that they satisfy the eligibility criteria set out in 15.3, the Employee may apply for Research Continuing employment. The University will, subject to subclause 15.3, offer Research Continuing employment to the Employee with effect from the first day following the completion of four (4) years' continuing service.
- 15.3 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 four (4) years or more, where the majority of the funding for the position(s) has been contingent funding; and
 - (b) be engaged on a second or subsequent fixed-term contract; and
 - (c) have performed satisfactorily in their position.
- 15.4 To inform Employees about the entitlement to eligibility for a Research Continuing appointment, all Research Only fixed-term contracts (pursuant to clause 13 of this Agreement) will specify that staff employed in such contracts may become eligible to apply for Research Continuing employment in accordance with this clause.
- 15.5 In circumstances where the University reasonably believes that the contingent funding that supports a staff member's appointment is not likely to continue beyond a period of six (6) months from the date an application is made in accordance with subclause 15.2, 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, the Employee is still employed in a fixed-term research only role funded by contingent funding six (6) months after making application in accordance with subclause 15.2, the staff member will be offered Research Continuing employment.

- 15.6 Notwithstanding the above, a new or existing fixed-term research-only staff member may be offered, at the discretion of the relevant Pro Vice-Chancellor (or equivalent), Research Continuing employment.
- 15.7 The following provisions do not apply to Research Continuing Employees:
- (a) Schedule 7 (Grievance Procedures) to the extent that the grievance relates to any decision to offer, not offer, continue or terminate Research Continuing employment;
 - (b) Clause 9 (Managing Change) in respect to the contingent position that the staff member occupies; and
 - (c) Clause 32 (Redundancy Procedures). In the case of retrenchment as a result of redundancy, the provisions set out in this clause will apply.
- 15.8 If the staff member obtains a competitive grant in respect of which they are the principle/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.
- 15.9 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 member's 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 does not occur, the staff member will be provided with a minimum of four (4) weeks' notice of termination, or five (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 accordance with subclause 15.10 below, will be made to the staff member.
- 15.10 If a staff member's employment is terminated for reason of redundancy, the staff member will be provided notice in accordance with sub-clauses 15.9(c) and a severance payment consisting of eight (8) weeks plus two (2) weeks for each completed year of service over and above four (4) years, provided that the maximum severance payout will be twenty-six (26) weeks.

- 15.11 Upon termination the Employee will also receive payment in lieu of long service leave pursuant to clause 44.
- 15.12 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.
- 15.13 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.
- 15.14 Nothing in this clause shall preclude a staff member who is employed on contingent funding from being offered a continuing appointment in accordance with subclause 11.1(a) of this Agreement.
- 16. Scholarly Teaching Fellows**
- 16.1 The University may employ STFs, in accordance with this clause.
- 16.2 These positions will be offered on an ongoing or a fixed-term basis for a period of three (3) years.
- 16.3 Where the University creates a Scholarly Teaching Fellow position, or a Scholarly Teaching Fellow position becomes vacant, the University will advertise internally to casual academic staff in the first instance. The University will fill these positions through an open and merit based selection process.
- 16.4 Applicants for an STF appointment must have at least one (1) year's academic employment experience in an Australian university (excluding a person who has held a continuing academic appointment).
- 16.5 STFs will principally undertake teaching and teaching related work that would otherwise have been performed in the University by casual academic staff.
- 16.6 STFs may be allocated up to 100% of their workload in the combined categories of teaching, activities related to teaching and teaching scholarship. Allocation of workload will be in accordance with arrangements for Teaching Focused academic staff.
- 16.7 STFs will be paid in a salary range commencing at no less than at Level A, step 3, and are eligible for incremental progression in accordance with Clause 20 (Performance Development), up to a maximum of Level B step 6; provided that any Teaching Scholar who holds a relevant doctoral qualification will be paid a salary no lower than Level A step 6. STFs may be appointed at Level A or B.
- 16.8 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 focused appointment or may be teaching and research as discussed and agreed through the Career Success process.
- 16.9 A STF may apply for academic promotion in accordance with the University's promotion process.

17. Casual Employment

17.1 The clauses of this Agreement that are listed in Schedule 9 shall not apply to casual staff members employed under this Agreement.

17.2 *Casual Professional Staff – Minimum Engagement Period*

(a) The minimum period of engagement for a casual professional Employee shall be three (3) hours, unless the Employee is:

(i) A student (including post graduate students) who is also required to attend the University on that day in their capacity as a student; or

(ii) A person with a primary occupation elsewhere;

in which case the minimum employment period shall be one hour.

18. Aboriginal and Torres Strait Islander Employment

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

18.2 The University will continue to promote an Indigenous Australians Employment Strategy in conjunction with Indigenous Australian stakeholders. 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.

18.3 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) to seek to increase the number of Indigenous Australian staff. Without limiting the ways in which this may be achieved, the parties will take reasonable steps to meet an indicative target of employing nine (9) equivalent fulltime new ongoing Indigenous Australian employees per annum;

(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.

18.4 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.

18.5 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.

- 18.6 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, a representative of the NTEU 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. 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.
- 18.7 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.

19. Probationary Period

- 19.1 Employment with the University may be subject to a probationary period as set out in applicable University Policies and Procedures.
- 19.2 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.
- 19.3 Employment contracts may contain a reasonable probationary period that is directly related to the nature of the work to be undertaken. As a condition incidental to employment on probation, an Employee shall be advised of, and given an opportunity to make response (including written response) to, any adverse comments/material about the Employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the probationary period.
- 19.4 Any second or subsequent fixed-term contract with the University shall not contain a probationary period unless the new position is fundamentally different from that previously occupied.

20. Performance Development

- 20.1 The University will continue to use the performance development framework contained in University Policies and Procedures 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. Change to the performance development framework may be made after consultation with the Union.
- 20.2 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.
- 20.3 The performance development framework shall not apply to Employees on extended periods of unpaid leave.
- 20.4 Supervisors will meet with their staff members to agree on performance goals, consistent with their position description and classification or MSAL standard, to be achieved during the annual performance development cycle. Neither Supervisors nor staff members will

unreasonably withhold agreement to the inclusion of performance goals that are achievable and consistent with the engagement profile of the staff member.

- 20.5 All Employees must participate in performance planning, feedback and review as provided in applicable University policies and procedures.
- 20.6 Where an academic staff member has serious difficulties or concerns they may request an alternative supervisor to undertake their review. The Head of School will appoint an alternative supervisor if they believe that the nature of the difficulties or concerns are likely to prevent the performance development process from being carried out effectively in accordance with the principles of the process.
- 20.7 Any assessment by a supervisor of an Academic Employee's research must be confined only to the conduct and methodology of the research. A supervisor cannot record a negative opinion of the worth of any line of research.
- 20.8 Participation in the performance development framework and satisfactory performance will be a prerequisite for incremental progression for those Staff 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 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.
- 20.9 When 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.
- 20.10 For an increment to be withheld at the end of the review cycle a staff member must have been given an early indication that the agreed performance goals were not being met and advised that should there be insufficient improvement the increment may be withheld at the end of a review cycle. Should a staff member address the concerns within a reasonable timeframe an increment will be paid and backdated to the increment due date. An Employee can only have an increment withheld where they have been provided with reasonable time to address the concern/s and have failed to do so.
- 20.11 Supervisors will receive training to assist them to carry out their responsibilities for reviewing Staff, and supervisors are expected to attend the training.
- 20.12 A disagreement arising between a staff member and a supervisor regarding the awarding of an increment will be referred to the head of the Divisional area, College General Manager, Head of School or Pro Vice-Chancellor as appropriate. If the disagreement is not resolved, the Grievance Procedures (Schedule 7) and then the Dispute Resolution Procedures (clause 10) may be applied.
- 20.13 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 will be addressed using the probation procedures.

21. Salaries

- 21.1 Staff will be paid in accordance with the salary for their position classification as set out in Schedule 2 and Schedule 3.
- 21.2 Salaries will be increased as set out in Schedule 2 and Schedule 3 over the life of the Agreement and summarised below:

- (a) The first salary increase, a \$1500 salary uplift applied to annual salaries as set out in Schedule 2 and Schedule 3, will be effective from the first full pay period on or after the commencement of the new Agreement.
 - (b) The second salary increase of 1.5% will be effective from the first full pay period on or after 1 December 2018.
 - (c) The third salary increase, a \$1800 salary uplift applied to annual salaries as set out in Schedule 2 and Schedule 3, will be effective from the first full pay period on or after 1 July 2019.
 - (d) The fourth salary increase of 1.6% will be effective from the first full pay period on or after 1 July 2020.
 - (e) The fifth salary increase of 1.6% will be effective from the first full pay period on or after 1 July 2021.
- 21.3 Staff will progress incrementally within their classification level annually in accordance with the requirements of clause 20 (Performance Development) and the University's Policies and Procedures.
- 21.4 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.
- 22. Superannuation**
- 22.1 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; and
 - (b) except that employer superannuation contributions for casual Employees shall be the minimum employer superannuation contribution percentage prescribed by the superannuation guarantee administration legislation.
- 22.2 The University will continue to make a 17% employer superannuation contribution for Employees:
- (a) on a continuing appointment with an employment service fraction of 0.5 or greater; or
 - (b) on a fixed term contract of 12 months or more with an employment service fraction of 0.5 or greater.
- 22.3 Staff on fixed-term contracts of less than twelve (12) months duration and continuing and fixed-term part-time staff with a time fraction of less than 0.5FTE will be entitled to receive increased superannuation contributions as follows:
- (a) 12% contributions from the first full pay period on or after 1 July 2019.
 - (b) 14.5% contributions from the first full pay period on or after 1 July 2020.
 - (c) 17% contributions from the first full pay period on or after 1 July 2021.

- 22.4 All Staff shall have the opportunity to receive general advice on superannuation benefits and pre-retirement financial counselling before reaching retirement age. For staff members with superannuation through UniSuper, this will be provided via UniSuper. Additionally, Staff over the age of 55 years will be provided with up to two (2) days per year to attend personal interviews on financial planning.

23. Salary Packaging

- 23.1 Employees of the University may request an individual remuneration package which may result in his or her salary being reduced in order to receive employer provided non-cash benefits.
- 23.2 Notwithstanding anything contained within this Clause, the Employee's salary rate as specified in Schedule 2 and Schedule 3 of this Agreement, or any other 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 including:
- (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.

- 23.3 An Employee's participation in salary packaging is at the discretion of the University, and the University will have the right to vary or withdraw these arrangements if required by changes to relevant legislation or Superannuation Trust Deeds change.

24. Underpayments and Overpayments

- 24.1 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.
- 24.2 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 Resolution Procedures under Clause 10 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.

25. Workers' Compensation Leave and Make-Up Pay

- 25.1 An Employee who suffers injury causing partial or total incapacity for work, and who receives compensation in respect of such incapacity pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and/or any predecessor legislation, shall be granted leave and shall be paid make-up pay by the University in accordance with sub-clause 25.2 below.
- 25.2 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 weekly payments will have any Personal Leave credits that were used during the period of the injury re-credited.

- 25.3 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.

26. Journey To Work Insurance

The University will maintain the journey to work insurance arrangements.

27. Allowances

- 27.1 If eligible, the following allowances will be paid to Employees under this Agreement:

Allowance	Rate	Eligibility
(a) Field Allowance	\$68.37 per day (pro rata)	<p>A field allowance will be available to cover the cost of food and camping consumables, in circumstances where these are not provided by the University, when required to camp out at the request of the relevant Head of School.</p> <p>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.</p>
(b) Mileage Allowance	As per ATO guidelines	<p>Where the University has approved the use of a privately owned motor vehicle for University business, the mileage allowance shall be paid, provided that:</p> <ul style="list-style-type: none"> (a) the vehicle is comprehensively insured; (b) the Employee acknowledges that the 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 the loss of any "no claim" bonus.
(c) Uniforms and Protective Clothing	N/A	Where Employees are required to wear uniforms, overalls and protective clothing, the University will provide those items to Employees upon commencement of service, and will provide replacement items as required (as determined by the University).
(d) Travel Between Campuses and other	Access to vehicle / Mileage	Although each Employee is attached to a designated campus, when an Employee is required to travel between campuses or other work locations (including clinical schools and

work locations	Allowance	<p>onshore teaching delivery partners) in the course of their duties, the following principles will apply:</p> <ul style="list-style-type: none"> (a) Travel arrangements shall be made in accordance with University Policy and Procedures. (b) Where travel between campuses or other work locations 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 or other work locations to carry out duties, the University shall normally provide access to a vehicle, unless the Employee uses his/her vehicle for travel where the Mileage Allowance shall apply. (d) Where an Employee designated to a campus is required to attend another campus or other work locations 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 and Procedure. This provision shall not apply to Employees travelling between campuses or other work locations in the metropolitan area. (e) The University shall provide office space, computer and telephone facilities for Employees who regularly work at campuses or other work locations 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.
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		(g) Time spent by an Employee travelling between campuses, other work locations 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.
(e) Change Of Residence	See policy	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.

28. Indexation – Meal, Mileage, and Field Allowances

- 28.1 The Overtime Meal Allowance and Field 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.

29. Rest Breaks

- 29.1 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.
- 29.2 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.

30. Termination of Employment at the Initiative of the Employer

- 30.1 All actions and decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement.
- 30.2 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.
- 30.3 This clause does not preclude termination in circumstances of abandonment of employment or frustration of the employment contract.

31. Resignation

- 31.1 An academic staff member may resign at any time by giving three (3) 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.

- 31.2 A Professional staff member may resign at any time by providing two (2) weeks' notice, or such notice specified in their letter of appointment, or a time mutually agreed between the staff member and the Head of School/Divisional Manager.

32. Redundancy Procedures

32.1 *Application of this Clause*

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 in accordance with this Agreement, or on Senior Staff Performance Based Contracts; and
- (c) not detract from the obligations of the University to consult pursuant to Clause 9 (Managing Change) of this Agreement.
- (d) allow Employees to be assisted by a Representative.

- 32.2 The University will endeavour to redeploy Employees who are notified that their position has been declared redundant to a suitable vacant position.

32.3 *Grounds for Redundancy*

A redundancy occurs where the University has decided to terminate the employment of one or more Employees for reasons of an economic, technological, structural or similar nature, including:

- (a) a decrease in student 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.

32.4 *Notice of Redundancy*

- (a) Where the University has decided to make a position redundant, 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.
- (b) 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.

32.5 *Notice Period / severance benefit*

Staff shall be entitled to a Notice Period/Severance Benefit as follows:

- (a) a notice period of twenty-two (22) weeks;
 - (b) a severance benefit of three (3) weeks for every completed year of service,
- to a maximum combined notice and severance benefit of seventy-four (74) weeks. Staff will also be entitled to payment of accrued recreation leave and pro rata Long Service Leave calculated at 1.3 weeks per year of service, in accordance with clauses 38 (Recreation Leave) and 44 (Long Service Leave).

32.6 If an Employee elects to work through the notice period, and 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 made up of the unexpired period of the notice and applicable severance benefit.

32.7 For the avoidance of doubt, the University may at its discretion pay all or part of the notice period in lieu of service together with the applicable severance benefit.

32.8 *Redeployment procedure*

- (a) Once the University has formally notified an Employee of a proposed date for redundancy, the Employee must, within five (5) working days, notify the University if he or she is interested in redeployment opportunities.
- (b) An Employee who expresses interest for redeployment opportunities (or who the University otherwise seeks to redeploy) will undergo an eight (8) week redeployment period with the University to determine if any suitable redeployment opportunities exist. During this period, the University shall (taking into account the relevant skills, experience and work preferences of the Employee):
 - (i) examine options for retraining;
 - (ii) examine measures that could be taken to avoid termination;
 - (iii) arrange counselling (which may also include financial advice, outplacement services or resume preparation) with reasonable time off to attend such counselling;
 - (iv) monitor all vacancies within the University;
 - (v) offer the Employee redeployment to a suitable vacant position where such a position exists;
 - (vi) at the request of the Employee, or his or her Representative, consult with the Employee regarding (i) to (v) above.
- (c) If, prior to the University identifying a valid offer of redeployment, an Employee seeks to shorten the redeployment period for any reason, the University will not unreasonably deny such a request and the balance of the redeployment period will be paid out.
- (d) Where an Employee is unsuccessful in securing a suitable vacant position within the redeployment period, the Employee will receive redundancy benefits upon termination as set out in subclause 32.9.

- (e) For the purpose of this clause, a suitable vacant position means a position at the same classification level and same time fraction as the Employee's redundant role, and for which the Employee has the skills and qualifications to undertake. A suitable vacant position may be one that requires an Employee to update skills and experience to undertake the duties of the position, provided that the relevant period of time does not exceed six (6) months.
- (f) 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.
- (g) An Employee who is successfully redeployed in accordance with subclause 32.8(f), into a position at a level lower than their previous salary level, will receive salary maintenance (including, where possible, in respect of entitlements accrued under this Agreement) in accordance with the table below.

Less than 12 months service in role prior to redeployment:	6 months' salary maintenance
At least 12 months service in role prior to redeployment:	12 months' salary maintenance

- (h) Following the period in subclause 32.8(g), the Employee will be paid at the highest incremental point within the classification level of the new position.
- (i) 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

32.9 Where an Employee has been given notice pursuant to subclause 32.4 and does not seek redeployment with 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/severance benefit prescribed in subclause 32.5 as part of the genuine redundancy payment; and
- (c) payment of accrued Recreation Leave and pro rata Long Service Leave calculated at 1.3 weeks per year of service, in accordance with clauses 38 (Recreation Leave) and 44 (Long Service Leave).

32.10 *Termination for Rejection of a Reasonable Offer of Redeployment*

- (a) Where an Employee rejects a reasonable offer of redeployment (other than in the circumstances prescribed in sub-clause 32.10(b) below and the University terminates the Employee's employment, the Employee shall receive the following severance benefit:

Period of continuous service	Retrenchment pay
Up to the completion of 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
At least 10 years	12 weeks

- (b) 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.

32.11 *Calculation of Payments*

- (a) The calculation of all severance payments will be based on the Employee's substantive salary as at the date of cessation of employment.
- (b) For the purpose of this clause, "substantive salary" means the salary (including paid allowances and loadings) for the Employee's continuing position at the University, excluding payments 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 three (3) years).
- (c) If, at the time of receiving notice pursuant to sub-clause 32.4, 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).

33. Disciplinary Procedures

33.1 *Procedures covered by this Clause*

- (a) Set out below are the procedures that will be applied where the University considers the performance of an Employee to be unsatisfactory, or in circumstances where allegations of misconduct or serious misconduct are made against an Employee.
- (b) An Employee may be assisted by a Representative at any stage throughout these procedures.
- (c) Procedural fairness and natural justice must be applied to all processes carried out under this clause.
- (d) If at any stage during the procedures under this clause the University finds that the details of the allegations should be amended or new details added, the staff member must be advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by the University.

33.2 *Definitions*

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;
 - (v) wilful refusal to carry out lawful and reasonable instruction that is consistent with the staff member's contract of employment;
 - (vi) a serious Research Code Breach (see subclause 33.8); and/or
 - (vii) persistent misconduct or wilful and repeated incidents of misconduct.
- (d) "misconduct" means conduct that is not serious misconduct but is nevertheless unsatisfactory, and also includes a Research Code Breach (see subclause 33.8).
- (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.
- (f) "Senior Manager" means a manager who provides line management of the supervisor, at a level no lower than Head of School, Executive Director or equivalent.

33.3 *Unsatisfactory Performance*

- (a) Before taking other measures set out in this clause, a supervisor must make reasonable efforts to resolve instances or aspects of an Employee's performance which are viewed as possibly unsatisfactory. This includes, but is not limited to, the provision of guidance, support, counselling or appropriate staff development measures.
- (b) Where performance concerns have been discussed with an Employee, but such discussions have not led to sufficient improvement in the Employee's performance and the University wishes to formalise its concerns, it will:

- (i) Advise the Employee in writing of the deficiencies in performance and identify the performance standard required (which must be reasonable having regard to the level and duties of the position);
 - (ii) Provide the Employee with an opportunity to respond to the concerns and to raise any mitigating circumstances.
- (c) If the University is still concerned after having considered any response provided by the Employee, it will provide the Employee with:
 - (i) Written advice confirming the performance deficiencies and specifying the improvement required;
 - (ii) A reasonable opportunity and timeframe to improve performance to the standard required; and
 - (iii) Guidance, assistance, counselling, or training necessary to improve performance.
- (d) Where the above process has not led to improvement in performance to the required standard, disciplinary action may be taken against the staff member. If disciplinary action is to be taken, the staff member will be advised in writing of the unsatisfactory performance, including details of any relevant facts and documentation.
- (e) The staff member will be given not less than ten (10) working days to make a written submission in relation to the unsatisfactory performance.
- (f) The staff member's response including any relevant evidence will be considered by the Senior Manager, in conjunction with the Human Resources Division, and a report will be made which details the unsatisfactory performance and staff member's response. A copy of the report shall also be provided to the Employee.
- (g) The Executive Director, Human Resources, will consider the report and make a decision about what, if any, disciplinary action should be taken against the staff member. The Executive Director, Human Resources, may seek additional information if they consider it necessary.
- (h) The staff member will be notified in writing of any decision to take disciplinary action against them, including the reasons relied on in making the decision.
- (i) Except where the staff member seeks a review in accordance with subclause 33.5 of a decision to terminate or demote, the decision of the Executive Director, Human Resources, under this clause is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

33.4 *Misconduct and Serious Misconduct*

- (a) Where a matter arises as to an Employee's conduct, it will be discussed between the Employee and his/her supervisor to determine whether it can be resolved through guidance, counselling or other appropriate action in the first instance.
- (b) Where the initial discussion does not resolve the matter or is inappropriate due to the serious nature of the allegation(s) of misconduct or serious misconduct (as defined in clauses 33.2) being made, the staff member will be:
 - (i) advised in writing of the alleged misconduct or serious misconduct, including details of the allegations and whether they are considered to be serious misconduct; and
 - (ii) given a reasonable opportunity to be heard and/or be given not less than ten (10) working days to make written submissions, in relation to the allegations.
- (c) If the staff member admits to the allegations, and if appropriate in the University's view, the University may give the staff member a reasonable opportunity to

improve their conduct. Otherwise the matter will be considered by the Executive Director, Human Resources, under subclause 33.4(f).

Suspension

- (d) Where an allegation of serious misconduct has been made against a staff member, the Executive Director, Human Resources, may, at any stage during the procedures under this clause, suspend the staff member, either with or without pay, until the conclusion of the matter provided that:
 - (i) with the approval of the Executive Director, Human Resources, the staff member may draw on any accrued entitlement to recreation leave or long service leave for the duration of the suspension without pay;
 - (ii) the Executive Director, Human Resources, may at any time direct that Salary be paid, in part or in full, on the grounds of hardship for the period of the suspension or a part period;
 - (iii) the Executive Director, Human Resources, may at any time reconsider the issue of the suspension of the staff member.
- (e) While suspended, the staff member will be excluded from the University or any identified parts of the University, but will be permitted reasonable access to the University to prepare their case and to collect personal property.

Decision

- (f) The Executive Director, Human Resources, will consider the allegation(s) and the staff member's response.
- (g) The Executive Director, Human Resources, may seek additional information prior to making their decision if it is considered necessary.
- (h) The Executive Director, Human Resources, may determine that allegation(s) of serious misconduct amount only to misconduct.
- (i) The Executive Director, Human Resources, will advise the staff member in writing of their decision as to whether there was misconduct and/or serious misconduct, including the reasons relied on in making the decision. If there was misconduct and/or serious misconduct, the Executive Director, Human Resources, will notify the staff member of their decision, any disciplinary action and of the operative date of that disciplinary action.
- (j) Disciplinary action may include potential termination of employment where:
 - (i) the staff member has engaged in serious misconduct; and/or
 - (ii) the staff member has previously received a formal written warning for misconduct (following formal disciplinary provisions in this Agreement or previous enterprise agreements) and is then found under this clause to have engaged in further misconduct contrary to the earlier written warning(s),
- (k) Otherwise, disciplinary action for misconduct will not include termination of employment.
- (l) If the Staff member's employment is terminated for serious misconduct, the termination may be without notice (or payment in lieu). If the Executive Director, Human Resource's decision is to terminate for serious misconduct without notice, that decision will take effect at the end of ten (10) working days after notification under clause 33.4(i), or if the staff member seeks a review in accordance with clause 33.5 and the original decision is confirmed under clause 33.7(c), will take effect at that time.

- (m) If the Executive Director, Human Resources, determines that no disciplinary action will be taken and the staff member has been suspended under clause 33.4(d), the staff member will be reinstated at no loss of salary or conditions.
- (n) Except where the staff member seeks a review in accordance with clause 33.5 of a decision to terminate or demote, the Executive Director, Human Resource's decision under clause 33.4(i) is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

33.5 *Review of Decision – Termination of Employment or Demotion*

If a decision made under clauses 33.3 or 33.4 is a decision to terminate the employment of the staff member or to demote, a staff member may seek review of the decision. The review must be requested in writing within ten (10) working days of the staff member receiving notice of the decision. The request must also include the reason(s) for the review being sought. Failure to apply within the time frame set out in this clause, or applying without providing reason(s) for the review, will prevent a review from being undertaken and the decision will be implemented.

33.6 *Independent Review*

- (a) If the staff member seeks a review in accordance with clauses 33.5, the Executive Director, Human Resources, will engage an Independent Reviewer within ten (10) working days. The Independent Reviewer is to be agreed in accordance with clause 34 of this Agreement.
- (b) The staff member and University will provide the Independent Reviewer with their written submissions and any supporting materials within ten (10) working days of the appointment of the reviewer.
- (c) The Independent Reviewer will report their findings and recommendations to the staff member and the Vice-Chancellor or Executive Director, Human Resources, outlining:
 - (i) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance (in the case of reviews of decisions under clause 33.3) or misconduct/serious misconduct (in the case of reviews of decisions under clause 33.4);
 - (ii) whether there has been a substantial flaw in following the procedures of this clause; and
 - (iii) make a recommendation (if any) about disciplinary action in light of the matters outlined in (i) and (ii).
- (d) The Independent Reviewer will consider material provided in accordance with clause 33.6(b). The Independent Reviewer may seek additional information if the Independent Reviewer considers that this is necessary.
- (e) The Independent Reviewer will provide their report within ten (10) working days of receiving the Employee's and University's submissions. The Executive Director, Human Resources, will not unreasonably refuse a request from the Independent Reviewer for an extension of time.

33.7 *Further consideration of termination or demotion decision*

- (a) The Vice-Chancellor (or in the case of decisions concerning professional staff under clause 33.3 or 33.4, the Executive Director, Human Resources), having considered the Independent Reviewer's report, may confirm the original decision or may reconsider the preliminary decision and determine what, if any, disciplinary action should be taken. The Vice-Chancellor or Executive Director, Human Resources, may seek additional information if the Vice-Chancellor or Executive Director, Human Resources, considers that this is necessary.

- (b) The Vice-Chancellor (or in the case of decisions concerning professional staff under clause 33.3 or 33.4, the Executive Director, Human Resources) will then advise the Senior Manager and the staff member in writing of the decision.
- (c) Where the original decision was to terminate the staff member's employment and this is confirmed, the notice period (if any) (or payment in lieu) will then apply from the written notification in clause 33.7(b)
- (d) The decision of the Vice-Chancellor or Executive Director, Human Resources, will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

33.8 *Breaches of the Research Code*

- (a) The University and Academic Staff have specific responsibilities under the *Australian Code for the Responsible Conduct of Research* (Research Code). Nothing in this clause requires the University to act in a manner that would breach the Research Code as in force and as varied or replaced from time to time.
- (b) For the purposes of this clause, a "Research Code Breach" is conduct that breaches the Research Code. The guide to the Research Code sets out examples of behaviour that may constitute a breach of the Research Code.
- (c) A "Serious Research Code Breach" refers to more serious or deliberate conduct that involves:
 - (i) intent or deliberation, recklessness or gross and persistent negligence; and/or
 - (ii) serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.

Serious Research Code Breach includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of research misconduct by others.
- (d) Repeated or continuing instances of Research Code Breaches may also constitute a Serious Research Code Breach, and do so where these have been the subject of previous counselling or specific direction. A Serious Research Code Breach does not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.
- (e) Where a complaint is received that involves issues relating to potential breach of the Research Code, the Deputy Vice-Chancellor (Research) will initially deal with the matter.
- (f) Where the Deputy Vice-Chancellor (Research) has had regard to any relevant procedures, and determines that an allegation of Research Code Breach, but no allegation of Serious Research Code Breach, arises, then action will be taken under clause 33.3 or 33.4 in respect of unsatisfactory performance and/or misconduct.
- (g) Where the Deputy Vice-Chancellor (Research) has had regard to any relevant procedures, and determines that one or more allegations of Serious Research Code Breach arise(s), then the procedures in clauses 33.4 will be applied as follows:
 - (i) all references to serious misconduct include a Serious Research Code Breach;
 - (ii) the staff member will be advised in writing of the alleged breach or breaches, including details of the allegations and that they are

- considered to be a Serious Research Code Breach (see clause 33.4(b)(i));
- (iii) the staff member will be given a reasonable opportunity to be heard and/or to make written submissions, within 10 working days, in relation to the allegations (see clause 33.4(b)(ii));
 - (iv) the staff member may be suspended (see clause 33.4(d) for further details);
 - (v) the Vice-Chancellor will consider the allegation(s) and the staff member's response;
 - (vi) if the Vice-Chancellor:
 - A. is satisfied with the staff member's response, the Vice-Chancellor will inform the staff member and the matter will be concluded or otherwise the staff member will be advised of any issues that need to be addressed; or
 - B. remains unsatisfied with the staff member's response to the allegation(s), if an allegation of Serious Research Code Breach is to be pursued, the Vice-Chancellor will ensure that an investigation by an investigation panel (Panel), subject to this Agreement, that meets the requirements of the Code is conducted prior to a decision of the Vice-Chancellor in accordance with clause 33.4(i) (see clause 33.8(h) below for detail regarding the composition and conduct of the Panel); and
 - C. subject to clause 33.8(g)(vi)B, the person(s) conducting the Panel will determine the procedure to apply to the investigation;
 - (vii) the Panel will provide a report to the Vice-Chancellor setting out its findings of fact in relation to the allegations;
 - (viii) the Vice-Chancellor may seek additional information prior to making their decision if necessary;
 - (ix) the Vice-Chancellor will consider the report and advise the staff member in writing of their decision as to whether there was a Research Code Breach and/or Serious Research Code Breach, including the reasons relied on, and the operative date of any disciplinary action;
 - (x) the Vice-Chancellor may determine that allegation(s) of Serious Research Code Breach amount only to a Research Code Breach;
 - (xi) the staff member's employment may be terminated if they have been found under these provisions to have engaged in a Serious Research Code Breach;
 - (xii) if the Vice-Chancellor determines that no disciplinary action will be taken and the staff member has been suspended, the staff member will be reinstated at no loss of Salary or conditions ;
 - (xiii) the Vice-Chancellor's decision is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to determine the matter. To avoid doubt, a staff member is not entitled to seek review under clause 33.5 where their employment has been terminated in accordance with clause 33.8(g)(xi).
- (h) In relation to a Panel under clause 33.8(g)(vi)B, the Vice-Chancellor will confer with the La Trobe University NTEU Branch President to ensure:

- (i) that the chair of the Panel is experienced in the conduct of tribunals of fact; and
- (ii) the Panel includes:
 - A. at least one member with sufficient expertise and standing in a discipline relevant to the allegation of Research Code Breach and/or Serious Research Code Breach such that that member will be capable of understanding and assisting the other members of the Panel to understand any technical, research or scientific questions which may be in dispute, but who will be seen as clearly independent of any other 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 the circumstances not be a staff member); and
 - B. at least one staff member with expertise in investigating research misconduct issues, either through their academic study or through the administration of research. The parties agree that this may require a nominee who is not a University staff member.
- (i) Notwithstanding these procedures, where the Vice-Chancellor considers that the allegations of a Serious Research Code Breach may involve action in concert between employees of more than one employer, the relevant Chief Executive Officers (or equivalents) of the employers may agree in writing that a joint investigation be held. The procedures for such joint investigations shall be agreed in writing between the relevant CEOs and with the University NTEU Branch President, provided that the NTEU will not withhold its agreement unnecessarily. Where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.

34. Independent Reviewers

- 34.1 The process for selecting Independent Reviewers is set out in this clause.
- 34.2 Independent Reviewers will have relevant experience, be independent, and command the confidence of management and staff.
- 34.3 The current pool of agreed Independent Reviewers will be maintained and should at any time consist of no less than five (5) persons and no more than ten (10) persons.
- 34.4 At any time the Executive Director, Human Resources and the President of the NTEU La Trobe Branch (or delegate) will confer with a view to reaching agreement on whether new names need to be added to or removed from the agreed pool.
- 34.5 An Independent Reviewer will be chosen from the agreed pool as required.
- 34.6 Where agreement cannot be reached on an agreed pool either the University or NTEU may seek the assistance of the FWC in resolving the issue. The FWC may convene a conference/s, and if agreement cannot be reached, the University and NTEU agree to comply with any recommendation of the FWC regarding the composition of the pool.
- 34.7 Where agreement cannot be reached on the choice of individual Independent Reviewer to be appointed to a particular matter, either party may seek the assistance of the FWC in resolving the issue. The FWC may convene a conference/s, and if agreement cannot be reached between the parties, the parties agree to comply with any recommendation of the FWC regarding the Independent Reviewer to be chosen for a particular matter.

35. Ill-Health Retirement

- 35.1 Where the University believes that an Employee is unable to perform their duties due to ill health, it may issue a direction to the Employee (by providing a minimum of one month's written notice) requiring them to undergo examination by a medical practitioner chosen and paid for by the University within three (3) months from the date of written notice.
- 35.2 If, however, the Employee confirms during the one (1) month notice period their intention to apply for an ill health retirement or temporary disability benefit in accordance with their superannuation fund, the Employee will not be required to undergo a medical examination and no further action will be taken under this Clause unless the application is not expeditiously progressed by the Employee or if it is not accepted due to a pre-existing medical condition.
- 35.3 A copy of any medical report obtained under this Clause will be made available to the University and the Employee.
- 35.4 If the medical report shows that the Employee is unlikely to be able to perform or resume their duties within twelve (12) months, University may give notice of termination in accordance with the Employee's contract of employment (or where no notice is specified, a period of six (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 for resignation prior to the University making its decision about the Employee's fitness for work.
- 35.5 If an Employee refuses or fails to undergo a medical examination without reasonable cause, the University may conclude that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, and may terminate the employment of the Employee giving notice in accordance with their contract of employment.
- 35.6 The Employee, or their Representative, may request a review of the decision within ten (10) days of the medical report being made available to the Employee. Where a review is requested, 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 panel will be comprised of one appointed by the University, one appointed by the staff member or where they have chosen, their Representative, and one appointed by the President of the Victorian Branch of the Australian Medical Association.
- 35.7 This clause will not displace or override any existing State or Federal workers' compensation schemes contained in any applicable workers' compensation legislation.

36. Redeployment Other Than Redundancy

- 36.1 Where the need arises, and only with the agreement of the staff member concerned, the University may redeploy the Employee, 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.
- 36.2 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.
- 36.3 Employees shall be entitled to the assistance of a Representative throughout the stages of the redeployment process.

- 36.4 The University may override normal selection and appointment procedures so that redeployment to a suitable vacant position can occur.
- 36.5 If redeployment is, by agreement, to a lower classified position then a staff member who is redeployed pursuant to this Clause will 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 twelve (12) months: six (6) months' salary maintenance; or
 - (b) Employees who have been in the classification prior to redeployment for twelve (12) months or greater: twelve (12) months' salary maintenance.
- Any redeployment pursuant to this Clause to a lower classification level will be to the highest incremental point within that classification level.
- 36.6 A staff member may refuse redeployment to a lower classification level, and such refusal shall not in any circumstances be held to be unreasonable.
- 36.7 Other than as stated in this Clause, this Clause does not restrict the right of the University to transfer Employees within their classification level at the campus at which the Employee works.

PART D: LEAVE

37. Public Holidays

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

37.2 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;
- (d) Any other additional gazetted Public Holiday(s), provided that where it falls during a teaching period in the University's academic calendar, a substitute day off in lieu may be granted by the University.

Where any of these fall on a weekend (and another day is not already gazetted in substitute), a day off *in lieu* will be granted by the University.

37.3 The Christmas Holiday Closedown Calendar is set out at Schedule 10.

37.4 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.

37.5 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 37.2; or
- (c) a declared productivity or University Holiday day

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

37.6 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.

37.7 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.

37.8 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.

38. Recreation Leave And Recreation Leave Loading

38.1 *Entitlement to Recreation Leave and Recreation Leave Loading*

- (a) Employees shall be entitled to 140 hours of paid recreation leave for each completed year of service (calculated from the Employee's commencement date), or the pro rata equivalent for part-time work and part years of service.
- (b) Recreation leave shall be taken at a time mutually agreed between the Employee and the Supervisor provided that:
 - (i) the Employee shall be entitled to take up to 140 hours' recreation leave (or the pro rata equivalent for part-time Employees) at one time;
 - (ii) the Employee may be granted recreation leave in advance of its accrual; and
 - (iii) an Employee may request to take twice the amount of recreation leave at half pay, or (subject to clause 38.3 below) half the amount of recreation leave at double pay. Such requests may be approved at the sole discretion of the University.
- (c) During a period of recreation leave, Employees will be paid an additional loading of 17.5% of ordinary pay, provided that:
 - (i) the loading is capped at 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; and
 - (ii) should employment of a staff member terminate prior to the official June figure being known, the maximum loading payable will be the equivalent rate declared for the June quarter of the previous year.
- (d) Leave plans and applications to take recreation leave are to be submitted to the Head of School or Divisional Manager through the Employee's Supervisor.
- (e) 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 leave used in advance of an entitlement accruing shall be deducted from any recreation leave payment due to the Employee on termination of employment. Such payment in lieu shall be for all recreation leave accrued in each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

38.2 *Management of Excess Recreation Leave*

- (a) For the purposes of this clause, an "excessive Recreation Leave balance" is an accrual of at least eight (8) weeks' recreation leave.
- (b) Where the requirement is reasonable, the University may, by written notice, require Employees with an excessive Recreation Leave balance to take sufficient recreation leave to bring their accrued entitlement to six (6) weeks' leave, subject to the following:
 - (i) the Employee must not be required to take leave within the first two (2) months of receiving the notice;

- (ii) the dates over which the leave will be taken are to be agreed between relevant Employees and their supervisor, provided that:
 - A. if the Employee and supervisor are unable to reach agreement within two (2) months of the Employee receiving the notice, or if the period of planned leave is cancelled before it is taken (in the absence of exceptional circumstances), the University may specify the dates on which the leave is to be taken;
 - B. the period of leave must be taken by the Employee within six (6) months of receiving notice of the excessive accrual (or, if approved by the Executive Director, Human Resources, in exceptional circumstances only, within two (2) years of receipt of the notice where possible); and
 - C. alternatively, the Employee may elect to cash out a period of recreation leave in accordance with clause 38.3.
- (iii) Provided that the requirements of sub-clause 38.2(a) have been met, where a staff member is directed to take recreation leave in accordance with sub-clause 38.2(b)(ii), 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.

38.3 *Cashing Out Recreation Leave*

- (a) An Employee who has an accrual of at least eight (8) weeks' recreation leave may elect to cash out an amount of recreation leave on the following basis:
 - (i) each election must be made in writing and approved by the staff member's supervisor and the Executive Director, Human Resources;
 - (ii) any cashing out must not result in the staff member's remaining accrued entitlement to paid recreation leave being less than 4 weeks; and
 - (iii) 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.

39. Personal Leave

39.1 *Entitlement to paid Personal Leave*

- (a) Employees are entitled to 105 hours of paid personal leave for each completed year of service from the Employee's date of commencement, or the pro rata equivalent for part-time work or part years of service, in addition to any personal leave recognised under 39.4 as applicable.
- (b) Personal leave that is not used will accumulate from year to year but will not be paid out on termination of employment.
- (c) Personal leave may be accessed in the following circumstances:
 - (i) because the Employee is not fit for work because of a personal illness or injury affecting the Employee; or

- (ii) to provide care or support to an Employee's family member, including a member of the Employee's household who is ill or injured, or in the case of an unexpected emergency affecting that person.
- (iii) in special or exceptional circumstances at the discretion of the Employee's supervisor.

39.2 *Taking personal leave*

- (a) An Employee who wishes to take personal leave must contact their immediate supervisor as soon as reasonably practicable to advise them of their absence (which may be at a time after the leave has started).
- (b) There is no minimum period over which personal leave must be taken - e.g. an Employee can take personal leave for part of a day rather than a full day.
- (c) The maximum amount of paid personal leave that can be taken in advance of the entitlement accruing is 105 hours (or the equivalent pro rata entitlement for part-time Employees).
- (d) In respect of accrued personal leave:
 - (i) An Employee may be required to provide suitable medical evidence for absences that exceed either three (3) consecutive working days, or a total of six (6) days within a twelve (12) month period.
 - (ii) If an Employee who is on a period of long service or recreation leave qualifies for personal leave for all or part of the absence, the Employee can convert the relevant period of leave to paid personal leave on production of suitable medical evidence (e.g. a medical certificate or statutory declaration).
- (e) If an Employee seeks to take paid personal leave prior to its accrual:
 - (i) the request must be recommended by the Head of School to the College Pro Vice-Chancellor for approval;
 - (ii) the Employee shall provide suitable medical evidence in respect of each absence; and
 - (iii) any personal leave used but not accrued (calculated on a pro rata basis) as at the date of termination shall be deducted from the Employee's termination payment.

39.3 *Special personal leave*

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.

39.4 *Recognition of Personal Leave credits*

- (a) If an Employee commences employment with the University on a non-casual basis immediately after a period of employment with a "relevant public institution" (as defined below), the University will recognise the Employee's accrued untaken personal leave balance with that institution, provided that:

- (i) the Employee commences employment with the University within twelve (12) months of ceasing employment with the relevant public institution;
 - (ii) a maximum of thirty (30) days' personal leave will be recognised (or ten (10) days in the case of prior service with the LTSU);
 - (iii) the Employee makes a claim to recognise the prior service within twelve (12) months of commencing employment with the University, provided that if an Employee does not meet the twelve (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; and
 - (iv) the Employee consents to the University obtaining information about the Employee's accrued untaken personal leave balance from the prior employer if required.
- (b) For the purposes of this Clause, a "relevant public institution" includes but is not limited to:
 - (i) Australian and New Zealand Higher Education and TAFE Providers;
 - (ii) the LTSU;
 - (iii) Public Hospitals;
 - (iv) the Public Services of a State or Territory in Australia; and
 - (v) the Commonwealth including Commonwealth instrumentalities.
- (c) An Employee who ceases employment with the University and is re-employed within twelve (12) weeks shall be re-credited with any accrued untaken Personal Leave as at the Employee's prior cessation date.

40. Carer's Flexibility Arrangements

- 40.1 To ensure balance between paid and unpaid caring work, all staff members with caring responsibilities are entitled to request carer's flexibility 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.
- 40.2 The entitlement to carer's flexibility arrangements is for a period of up to two (2) years, however a longer period may be agreed between a staff member and their supervisor.

40.3 *Applying for carer's flexibility arrangements*

- (a) To access carer's flexibility arrangements, staff members with caring responsibilities shall make a written application to their supervisor, setting out the nature of the flexibility required and the period of time over which the arrangements are sought.
- (b) On receipt of an application for carer's flexibility arrangements, the University will make its best endeavours to accommodate the request, including exploring all available flexible working arrangements to fulfil the staff member's needs.
- (c) Applications for carer's flexibility arrangements may only be refused on reasonable business grounds.
- (d) If an application for carer's flexibility arrangements is refused:
 - (i) the University must provide detailed reasons in writing to the staff member; and
 - (ii) In addition to any other rights under this Agreement, the staff member may make a further application where circumstances have changed or after two years from the date of the initial application.

41. Compassionate Leave

41.1 Employees are entitled to seventy (70) hours of paid compassionate leave (or pro rata for part-time Employees) on account of the death or serious personal illness or injury of a partner, a member of the Employee's immediate family or household, provided that:

- (a) Compassionate leave shall only be granted in the case of a serious personal illness or injury where the Employee furnishes a medical certificate stating that the illness or injury is critical or of a life threatening nature.
- (b) An Employee is required to contact their immediate supervisor as soon as is reasonably practicable to advise them of their absence (which may be at a time after the leave has started).

41.2 The Executive Director, Human Resources, may grant to the Employee further paid compassionate leave on a case by case basis - for example where special circumstances arise (such as a delayed funeral or the need to undertake extensive travel).

42. Community And Other Leave

42.1 *Jury Service, Crown Witness and Tribunal*

- (a) 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, provided that:
 - (i) The Employee cannot claim reimbursement of any costs associated with such attendance; and
 - (ii) If the attendance at a court or tribunal overlaps with an approved period of recreation or long service leave, no deduction shall be made from the Employee's leave balance in respect of the relevant period.
- (b) If an Employee is required to appear in a court or tribunal for any other reason, the Employee shall be entitled to unpaid leave for the duration of the attendance.

42.2 *Defence Training*

- (a) An Employee who is a member of the Australian Defence Reserve may be granted paid leave per year to attend a military training camp of a duration not exceeding eighteen (18) days (including Saturdays and Sundays). However, a further four (4) days may be granted if the Commanding Officer of the Unit certifies that the additional days are necessary.
- (b) Leave without pay may be granted so that the Employee can attend one school, class or course of military instruction per year (other than an annual camp), for up to sixteen (16) 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.

42.3 *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 recognised authority concerned.

42.4 *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 Head of School 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.

42.5 *Donating Blood*

Employees who donate blood during working hours are entitled to take up to two (2) hours of paid leave per occasion, subject to a maximum of four (4) 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.

42.6 *Sporting Competitions*

- (a) An Employee may be granted paid or unpaid leave in order to compete in, or act as an accredited official in an approved sporting event.
- (b) In respect of each event, the leave will be for the period of the actual competition together with reasonable travel time to and from the venue, provided that additional leave may be granted at the direction of the Executive Director, Human Resources.
- (c) For the purposes of this clause:
 - (i) An Employee will be granted up to four (4) weeks of unpaid leave to compete in, or act as an accredited official in international, interstate and Country Week sports; and

- (ii) An Employee will be granted up to four (4) weeks of paid leave to compete in, or act as an accredited official at the Olympic Games, Commonwealth Games or the Pacific Conference Games.

42.7 *Religious, Cultural, Community or Ceremonial Leave*

Any Employee shall be entitled to up to three (3) working days of unpaid leave in any calendar year to observe religious, cultural, community or ceremonial occasions. Satisfactory evidence, such as a statutory declaration, may be required by the University.

42.8 *Aboriginal and Torres Strait Islander Leave*

An Employee shall be entitled to five (5) days of paid leave and up to ten (10) days of 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 41 (Compassionate Leave), the entitlement to Indigenous Australians Leave shall not apply. Satisfactory evidence, such as a statutory declaration, may be required.

42.9 *Relocation leave*

Where an Employee is required by the University to perform all or the major part of the Employee's duties at a different campus of the University (e.g. if the Employee's role is relocated to a different campus) and the Employee elects to relocate to a residence closer to the new place of work (or at a more convenient location for public transport), the Employee shall be entitled to two (2) working days of paid leave for the purpose of relocating to the new place of residence.

42.10 *Special Repatriation Leave*

- (a) In addition to paid personal leave, an Employee shall be granted up to fifteen (15) days of paid special repatriation leave per annum for illness due to disabilities directly resulting from war service, provided that:
 - (i) the Department of Veterans Affairs confirms the legitimacy of the disability in writing; and
 - (ii) such leave shall accumulate if not taken, up to a maximum of one hundred and twenty-five (125) days' leave.

42.11 *Domestic Violence Leave*

- (a) 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:
 - (i) flexible working arrangements, including changes to hours of work consistent with the needs of the work unit: and/or
 - (ii) changing work location, telephone number or email address.
- (b) The University will offer Employees experiencing domestic violence up to five (5) working days 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 (d) below.

- (c) Where the entitlement to paid domestic violence leave is exhausted, the University may, at its discretion grant fixed-term and continuing Employees an additional period of paid leave, prior to requiring the Employee to access his/her accrued personal leave or recreational leave entitlements or leave without pay for the purposes outlined above in sub-clause (b).
- (d) 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.
- (e) Casual Employees are entitled to access the provisions contained in sub-clause 42.11(a) and may access the paid Domestic Violence Leave stipulated in 42.11(b) in the following circumstances:
 - (i) The casual Employee was scheduled to work on the day for which they are requesting paid leave; and
 - (ii) The paid leave is provided at the applicable rate of pay, for the work scheduled on that day.

43. Trade Union Business Leave

43.1 This clause applies to accredited officers and members of a Union party to this Agreement.

43.2 For the purposes of this clause:

- (a) an accredited officer of the Union is an Employee who:
 - (i) 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
 - (ii) is required to assist the relevant Union from time to time on request by that Union.
- (b) a member of the relevant Union is a member who is appointed:
 - (i) on a formal or official University committee as a nominee of the relevant Union;
 - (ii) to represent Union members' interests in the workplace on industrial relations matters;
 - (iii) to attend hearings or meetings of FWC or other tribunals; or
 - (iv) to attend State and National Council meetings on behalf of the Branch.

43.3 The University will allow accredited officers and members of the Union reasonable time to engage in Union activities during work hours provided these activities do not unduly interfere with their normal duties.

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

43.5 An Employee is entitled to up to five (5) days' paid leave per annum (non-cumulative) for the purpose of attending Trade Union courses or seminars, subject to the following conditions:

- (a) the operational requirements of the University;

- (b) that the scope and content of the courses will contribute a better understanding of industrial relations; and
- (c) that an Employee may average the amount of paid training leave over two (2) years (e.g. the Employee may take ten (10) days of training leave in accordance with this subclause in one (1) calendar year, and zero (0) days in the following year).

44. Long Service Leave

44.1 Eligible Employees shall be entitled to thirteen (13) weeks' long service leave after completion of ten (10) continuous years of service, and 1.3 weeks' leave for every subsequent year of service.

44.2 Calculation of Long Service Leave entitlement

Long service leave will be paid at the Employee's time fraction as at the date on which the leave is taken and this Clause will not operate to reduce an Employee's existing untaken long service leave accrual.

44.3 Taking Long Service Leave

- (a) An employee may take long service leave at a time of their choosing if they provide:
 - (i) six (6) months' notice in the case of professional staff at level HEO7 and below; or
 - (ii) twelve (12) months' notice in the case of professional staff at HEO8 and above and academic staff,

provided this application for long service leave is for more than twenty (20) days.
- (b) If less than this notice is provided, or if application is made for twenty (20) days or less, long service leave may be taken at a time agreed between the supervisor and Employee having regard to the needs of the University and the Employee, provided that:
 - (i) if the supervisor and Employee are unable to agree on a suitable time, the matter shall be referred to the Executive Director, Human Resources, for determination; and
 - (ii) before making the decision, the Executive Director, Human Resources, shall provide the Employee with an opportunity to present his/her case in writing.
- (c) The minimum amount of long service leave that may be taken is one week, unless otherwise agreed by the Supervisor.
- (d) Employees may take twice the amount of leave at half-pay, provided that the Employee must take a minimum amount of two weeks' leave (equivalent to one week at full-pay).
- (e) Employees may also take half the amount of long service leave at double pay, provided that the Employee must take a minimum amount of one week's leave (equivalent to two weeks at normal pay).

44.4 *Reduction of Excess Long Service Leave*

- (a) Where an Employee has accumulated in excess of twenty (20) weeks of long service leave, the Executive Director, Human Resources, may give the Employee written notice to take up to thirteen (13) weeks of such leave, at a time convenient to the needs of the University, provided that:
 - (i) the Executive Director, Human Resources, shall give the Employee at least six (6) months' written notice of the date on which leave must commence;
 - (ii) 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;
 - (iii) 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;
 - (iv) the minimum period of leave that an Employee shall be directed to take in accordance with this sub-clause shall be two weeks on full pay.
- (b) Employees who have leave balances in excess of the limits specified in sub-clause 44.4(a) above may elect to convert all or part of the period in excess of thirteen (13) weeks to half the leave on double the pay.
- (c) Determinations made by the Executive Director, Human Resources, pursuant to this Clause will be final.

44.5 *Payment of Long Service Leave upon termination*

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

- (a) After four (4) years' service at the University, including any service recognised pursuant to clause 46 (Meaning of 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 46 (Meaning of Service);
- (c) The employment of the Employee at the University terminates pursuant to clauses 32 (Redundancy Procedures) or 15 (Research Continuing).

44.6 *Casual Long Service Leave*

- (a) 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. 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).
- (b) Subject to sub-clause 46.2(b) a casual employee who has had continuous employment with La Trobe University of ten (10) years or more service shall be entitled to long service leave, calculated on their average service fraction, over the

full ten (10) years of continuous service. Prior employment with other employers does not count towards any long-service leave entitlement.

- (c) 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.
- (d) For long service leave purposes casual employment with the University is regarded as continuous if:
 - (i) there is no more than an absence of three months between each instance of employment in the period; or
 - (ii) 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.

44.7 *Recognition of Prior Service for Long Service Leave Purposes*

If an Employee commences employment with the University on a non-casual basis immediately after a period of employment with a "relevant public institution" (as defined below), the University will recognise:

- (a) prior employment with a relevant public institution as follows:
 - (i) up to ten (10) years of non-casual prior service with any Australian Higher Education institutions and TAFE Providers, the LTSU, Public Hospitals, Public Service of the State of Victoria or Commonwealth including their instrumentalities and bodies with which these entities have reciprocal arrangements; and
 - (ii) up to ten (10) years of prior casual service with other institutions if agreed at the time of the Employee's appointment (and included in the Employee's contract of employment),

provided that:

- (iii) there is no break in service exceeding twelve (12) continuous months;
- (iv) the Employee may be required to complete a period of up to three (3) years' service (at the University's discretion) before an Employee is eligible to take long service leave;
- (v) an Employee will not be entitled to long service leave in respect of any period for which a long service leave payment has already been made. However, such periods will not break continuity of service for the purpose of calculating any subsequent entitlement to long service leave;
- (vi) the Employee must make any claim for recognition of prior service within twelve (12) months of being first employed by the University, provided that if an Employee does not meet the twelve (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. When considering any such application, the University may require reasonable evidence of the Employee's prior service and long service leave taken; and

- (vii) where the Employee's prior service involves periods of part-time or casual service, the entitlement shall be calculated on a pro rata basis.

45. Parental Leave

45.1 Parental Leave Entitlement (non-casual staff only)

- (a) Parental leave entitlements for non-casual staff are set out in the table below and are subject to the following:
- (i) Paid parental leave entitlements apply on a pro rata basis to Employees on fractional employment arrangements;
 - (ii) At an Employee's request, paid maternity or adoption leave entitlements may be paid at a proportion of full pay (e.g. paid at 50% of the applicable rate for fifty-two (52) weeks instead of twenty-six (26) weeks), provided that:
 - A. the total maternity or adoption leave entitlement will not exceed the maximum duration specified in the table below; and
 - B. other leave entitlements will accrue on a pro rata basis during the relevant period;
 - (iii) Employees may take recreation leave and/or long service leave during a period of unpaid parental leave, subject to the normal notice and approval requirements for the applicable form of leave;
 - (iv) normal incremental advancement within salary classifications shall continue in respect of the first fifty-two (52) weeks of parental leave only;
 - (v) an Employee on a fixed-term contract whose contract expires during a period of paid parental leave shall not be eligible for further leave after the contract's end date (unless the Employee is re-employed and there is no break in service); and
 - (vi) if an Employee shares a period of parental leave with his or her partner, the entitlement to fifty-two (52) weeks' parental leave shall be reduced by any period of leave taken by the partner. Where the Employee's partner is also employed by the University, any concurrent leave taken shall not exceed eight (8) weeks.

Provision	Entitlement	Conditions				
Maternity leave	<ul style="list-style-type: none">Combined total of fifty-two (52) weeks' paid and unpaid leave taken in a single continuous period (unless otherwise agreed).Paid component of maternity leave calculated as follows:<table><tr><td>Length of Service</td><td>Quantum of Paid Leave</td></tr><tr><td></td><td></td></tr></table>	Length of Service	Quantum of Paid Leave			<ul style="list-style-type: none">Available to an expectant birth mother who intends to be the primary carer of a child.May be taken no earlier than six (6) weeks' prior to the expected date of confinement (unless birth occurs earlier or medical evidence recommends otherwise).
Length of Service	Quantum of Paid Leave					

	<table><tr><td>< 12 months</td><td>2 weeks for each completed month of service</td></tr><tr><td>between 12 - 24 months</td><td>26 weeks</td></tr><tr><td>24 months or greater</td><td>36 weeks</td></tr></table>	< 12 months	2 weeks for each completed month of service	between 12 - 24 months	26 weeks	24 months or greater	36 weeks	<ul style="list-style-type: none">University may direct Employee to take leave within six (6) weeks of expected date of confinement (by providing fourteen (14) days' notice) unless Employee provides medical evidence indicating the employee is fit for work.May access personal leave benefits during the unpaid portion of leave to cover illnesses resulting from pregnancy or childbirth.		
< 12 months	2 weeks for each completed month of service									
between 12 - 24 months	26 weeks									
24 months or greater	36 weeks									
Unplanned Cessation of Pregnancy leave	<ul style="list-style-type: none">Combined total of six (6) months' paid and unpaid leave taken as a single continuous period.Paid component of leave calculated as follows:<table><tr><th>Length of Service</th><th>Quantum of Paid Leave</th></tr><tr><td>12 months or greater</td><td>14 weeks</td></tr><tr><td>< 12 months</td><td>Pro rata</td></tr></table>May be extended by a further period of up to six (6) months' unpaid leave if recommended by medical evidence.	Length of Service	Quantum of Paid Leave	12 months or greater	14 weeks	< 12 months	Pro rata	<ul style="list-style-type: none">Available to an Employee whose pregnancy terminates (after at least twenty (20) weeks) by miscarriage or from the birth of a still-born child.If the Employee has already commenced maternity leave, the leave will be deemed to have been Unplanned Cessation of Pregnancy leave and the Employee will receive the balance of Unplanned Cessation of Pregnancy leave that remains.Other forms of parental leave applied for but which have not commenced shall be cancelled.		
Length of Service	Quantum of Paid Leave									
12 months or greater	14 weeks									
< 12 months	Pro rata									
Adoption leave	<ul style="list-style-type: none">Combined total of fifty-two (52) weeks' paid and unpaid leave taken in a single continuous period (unless otherwise agreed).Paid component of leave calculated as follows:<table><tr><th>Length of Service</th><th>Quantum of Paid Leave</th></tr><tr><td>< 12 months</td><td>2 weeks for each completed month of service</td></tr><tr><td>between 12 - 24 months</td><td>26 weeks</td></tr><tr><td>24 months or greater</td><td>36 weeks</td></tr></table>	Length of Service	Quantum of Paid Leave	< 12 months	2 weeks for each completed month of service	between 12 - 24 months	26 weeks	24 months or greater	36 weeks	<ul style="list-style-type: none">Applies to an Employee who is the primary care-giver of an adopted childMay commence on the date of placement of the adopted child.
Length of Service	Quantum of Paid Leave									
< 12 months	2 weeks for each completed month of service									
between 12 - 24 months	26 weeks									
24 months or greater	36 weeks									

Partner leave	<ul style="list-style-type: none"> • 105 hours of paid leave which can be taken at any time throughout the first fourteen weeks following the birth or adoption of the child. • if the Employee converts to the primary care-giver of the child, an aggregate period of unpaid leave up to a maximum of fifty-two (52) weeks, provided that such leave will not extend beyond the child's first birthday or the first anniversary of the date of adoption, whichever applies. • The period of partner leave may be extended by the Employee giving not less than fourteen (14) days' notice. The period of partner leave may be further extended by agreement between the University and the Employee. The period of partner leave may, with the consent of the University, be shortened by the Employee by giving not less than fourteen (14) days' notice. 	<ul style="list-style-type: none"> • Available to an Employee who is the Partner of a person who has accepted responsibility for the ongoing care of a child. • May be taken no earlier than one (1) week prior to the expected date of confinement (or on the date of confinement, if it occurs earlier).
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45.2 *Parental leave entitlement - casual staff*

A casual Employee who has been employed with the University on a regular and systematic basis for at least twelve (12) months (prior to commencing parental leave) will be entitled to parental leave in accordance with the FW Act, presently fifty-two (52) weeks' unpaid leave.

45.3 *Further Unpaid Parental Leave*

- (a) In addition to and following on from an initial fifty-two (52) week 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 twelve (12) months.
- (b) The request must be in writing, and must be given to the University at least four (4) weeks before the end of the available parental leave period.
- (c) 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.
- (d) The University may refuse the request only on reasonable business grounds.
- (e) If the University refuses the request, the written responses under sub-clause 45.3(c) must include details of the reasons for the refusal.

45.4 *Reducing Duration of Parental Leave*

By agreement with the University, an Employee may shorten a period of parental leave that has already commenced, provided that:

- (a) the Employee must provide at least four (4) week's written notice of the date on which they wish to return to work; and

- (b) the University may refuse any such request on reasonable business grounds (e.g. on consideration of backfill arrangements that the University already has in place).

45.5 *Professional Development during Parental Leave*

Employees on parental leave 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.

45.6 *Return to Work after Parental Leave*

- (a) 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 (or, in the case of an Employee who converted to part-time because of pregnancy, the position and time fraction held immediately prior to working part-time).
- (b) 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.
- (c) 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 32 (Redundancy) as at their scheduled date of return to work, or prior if appropriate.

45.7 *Breastfeeding*

The University will support breastfeeding Employees as set out in the University policies and procedures.

46. Meaning of Service

46.1 Without detracting from what may be specified elsewhere in this Agreement, for the purpose of calculating all service-based entitlements conferred under this Agreement, service includes:

- (a) any period of paid leave (with long service leave taken at half pay counted as normal service);
- (b) up to sixteen (16) weeks of unpaid parental leave, when this unpaid leave is used so as to bring the total aggregate of parental leave to a balance of 52 weeks;
- (c) up to twenty (20) working days of unpaid personal leave (either continuous or an aggregate within a twelve (12) month period);
- (d) any period of unpaid leave for the purposes of contesting elections to Federal or State Parliament.

46.2 For the purposes of calculating leave entitlements, service includes:

- (a) successive fixed-term appointments. For the purpose of this clause, fixed-term appointments are successive when there is no more than two (2) appointments per

year, with an interval between them of no more than twelve (12) weeks, provided that:

- (i) the interval between successive fixed-term appointments does not count as service, but does not break continuity of service;
 - (ii) continuity of service is broken if an Employee receives a severance payment in accordance with clause 13.3(c) of this Agreement.
 - (iii) Continuity of service will not be broken should an Employee give birth to a child either during a fixed-term appointment with the University, or between successive fixed-term appointments, providing that the Employee resumes employment with the University within two (2) years after the date on which the child is born.
- (b) For the purpose of calculating Parental Leave and Long Service Leave entitlements under subclauses 45.2 and 44.6, regular and systematic casual service is when the length of time between each period of engagement is not more than three months (unless the length of the absence is due to the Employee's terms of engagement with the University, in which case continuity of service is not broken).

Recognition of La Trobe Student Union Employment Service

- 46.3 For the purposes of calculating Long Service Leave, Parental Leave and Personal Leave entitlements under this Agreement, and subject to meeting the requirements of subclauses 39.4(a) and 44.7 (where applicable), the University will recognise non-casual prior continuous service as an employee with the 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 employment shall be up to ten (10) years, provided there is no break in service exceeding twelve (12) continuous months. The University may require a period of up to three (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 ten (10) days entitlement.
- 46.4 For the purposes of calculating all service-based entitlements conferred under this Agreement, service does not include:
- (a) any other period of unpaid leave (however, periods of approved unpaid leave do not break continuity of service);
 - (b) service as a casual Employee, other than in the case of long service leave and parental leave as set out in subclauses 44.6 and 45.2 above.
- NOTE:** notwithstanding any other provision of this Agreement, periods of casual service prior to 18 December 2009 do not count as service unless otherwise stated by the University in writing; and
- (c) periods of service which preceded breaks in employment of twelve (12) months or more.

47. Payment In Advance of Taking Approved Leave

47.1 An Employee will be entitled to be paid in advance for periods of approved long service leave, recreation leave or OSP leave, provided that:

- (a) the period of approved leave must be a minimum of ten (10) days and a maximum of twelve (12) weeks; and
- (b) the Employee must request the payment at least four (4) weeks prior to taking the relevant period of leave.

PART E: ACADEMIC STAFF

48. Minimum Standards for Academic Staff

- 48.1 Academic Staff will be employed according to the MSALs, which are set out in Schedule 6, and are indicative of the functions that Academic Staff perform, and the minimum levels of performance.
- 48.2 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 the level of achievement of the Academic Staff member. The University may vary the responsibilities of Academic Staff set out in the MSALs to meet the objectives, differing discipline requirements and/or individual staff development.
- 48.3 Academic Staff may be required to undertake responsibilities and functions of any of the MSALs up to the level at which they are appointed, and may also be required to undertake elements of work of higher MSALs in order to gain experience and expertise for the purposes of promotion. Academic Staff who undertake coordination duties at a level higher than their classification will be paid a responsibility allowance in accordance with clause 55 (Coordination Responsibility Payments – Academic Staff).
- 48.4 Academic Staff may progress incrementally within their classification level annually in accordance with the requirements of the University's Policies and Procedures.

49. Academic Freedom

- 49.1 Academic Staff Members are encouraged to contribute to public debate and discussion on matters relevant to their areas of specialist knowledge and expertise.
- 49.2 Academic freedom includes the rights of all Academic Staff members to:
- (a) Pursue critical and open enquiry and (where appropriate) to teach, assess, develop curriculum, publish and research;
 - (b) Participate in a personal capacity, in public debates about political and social issues;
 - (c) If appropriate, participate in public debates as a recognised expert or as a person with recognised specialist knowledge;
 - (d) 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;
 - (e) 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.

50. Academic Staff Workloads

- 50.1 Continuing and fixed-term Academic Staff members are entitled to participate in an appropriate mix of teaching, research and service as determined in accordance with this clause. This clause applies to teaching and research Academic Staff, teaching focused staff and Academic Staff pursuant to clause 50.20. This clause does not apply to research-only staff.
- 50.2 The University will ensure that the total work allocated to individual Academic Staff Members is fair and the process of allocation is transparent and that stage of career and academic level is taken into account. It will take reasonably practicable steps to ensure that staff members:

- (a) have reasonable time to perform their allocated research (if applicable), teaching, and service activities;
- (b) are not required to work excessive or unreasonable hours;
- (c) are able to raise, and have properly considered, legitimate issues relating to their work allocation; and
- (d) are reasonably able to take recreation leave.

50.3 The University will ensure that Heads of School and Academic Supervisors are aware of the above requirements in relation to managing and allocating workloads and that Academic Staff are advised of the work allocation provisions of this Agreement.

Hours of Work

- 50.4 Work will be allocated within a maximum of 1645 hours per year (over forty-eight (48) weeks of the year). This assumes that the staff member will take four weeks' recreation leave during the year and takes into account University Holidays and Christmas close down. The references to percentage allocations in this clause are percentages of 1645 hours.
- 50.5 Academic workload is a combination of self-directed and assigned tasks. The workload allocation model below does not contemplate or include discretionary effort Academic Staff may elect to spend on tasks including research.
- 50.6 A part-time staff member's work will be allocated on a proportionate basis, and all measures referred to in this clause will be adjusted appropriately for part-time staff members.

Work Planning and Allocation

- 50.7 Work allocation for a staff member will be determined by the Head of School or their delegate in consultation with the staff member in accordance with the provisions of this clause.
- 50.8 The Head of School or their delegate, in consultation with the staff member, will as soon as practicable plan for the forthcoming Academic Year the anticipated:
- (a) allocation of research, teaching and service duties; and
 - (b) recreation leave and other leave.
- 50.9 Following the planning referred to in clause 50.8, an Academic Staff member will be advised of their actual allocation of teaching no later than four (4) weeks before the start of the teaching period. Academic Staff Members who are required to teach a unit for the first time will normally be provided with eight (8) weeks' notice of this requirement before the unit commences, or where unforeseen circumstances arise, a minimum of four (4) weeks.
- 50.10 An Academic Staff member is normally expected to take recreation leave in periods where the staff member is not allocated teaching delivery activities and must obtain the approval of the Head of School or delegate before commencing recreation leave during a period of allocated teaching delivery activities. A Head of School or delegate will not unreasonably withhold approval for recreation leave sought during the staff member's non-teaching periods.
- 50.11 The University will maintain an Academic Work Allocation Model covering each academic staff member which provides for a reasonable estimate of time required to undertake teaching and activities relating to teaching, service activities and research. An Academic Workload Allocation Model may be altered following consultation with academic staff and the NTEU, with the changes taking effect in the following academic year.

50.12 The process of work allocation for an individual academic staff member will involve the following:

Teaching

- (a) Teaching work will be allocated to fall within the ranges set out in the table at clause 50.15.
- (b) Teaching may include:
 - (i) preparation of teaching materials for face to face, online and other modes of delivery;
 - (ii) peer learning and development support and delivery of workshops for Academic staff;
 - (iii) subject and course development, design and improvement including online, off-campus and off-shore learning materials;
 - (iv) student learning support;
 - (v) delivery of lectures, tutorials, laboratory classes, practicum and clinical education;
 - (vi) delivery of online learning;
 - (vii) delivery of off-campus, off-shore and distance education;
 - (viii) co-ordination of units and courses including the role of Academic Program Director;
 - (ix) supervision of teaching staff, including casual and sessional staff;
 - (x) supervision of honours year, post-graduate by course work and a proportion of supervision of higher degree research students;
 - (xi) supervision of undergraduate students undertaking research projects or fieldwork;
 - (xii) performing the role of Academic Integrity Advisor;
 - (xii) preparing and marking and/or moderation of student assessment including providing feedback to students;
 - (xiv) student consultation; and
 - (xv) moderation of student online discussion boards.
- (c) Staff and their Head of School or equivalent will discuss the best allocation for the staff member and the School for teaching across the academic year, in a manner that meets clause 50.2.

Research

- (d) A research work allocation will be determined on the basis of the previous six years rolling average research outputs (including with different employers).
- (e) Research allocations will be based upon outputs in accordance with (d) and based upon research expectations as set out in the LTU AWPS Research Benchmarks. Expected research outputs will be reasonable and appropriate for the level of appointment of the staff member and there will be a clear connection between research outputs and research percentage allocation that an academic is entitled to. As part of the implementation of this clause, the University will amend the existing academic workload allocation model to establish the connection between research outputs and research allocation.

- (f) The range of activities associated with research allocation are largely self-directed and do not individually require the allocation of a specific number of hours.
- (g) Other factors will be taken into account which may result in an increased research allocation, for example to provide an opportunity to build a research profile, for early career researchers, to assist a return to research after extended leave or where the research performance of an academic area or individual needs to be increased.

Service allocation

- (h) For all staff, a service allocation will reflect the agreed service activities and core service activities, provided that a minimum of at least 10% total allocation will apply. Service allocation can include:
 - (i) Attendance at School/Department and College meetings;
 - (ii) Activities and attendance for Open Days and other promotions activities;
 - (iii) Attendance at at least one graduation ceremony;
 - (iv) Participation in Awards ceremonies;
 - (v) Professional development up to the first 7 hours;
 - (vi) School/College planning days/retreat; and
 - (vii) Preparation for and attendance at School/Department, College or University based committees, up to the first 14 hours.

Service activities may also include:

- (viii) Consultancy;
 - (ix) Community Service;
 - (x) Industry liaison and grant funding applications;
 - (xi) Leadership;
 - (xii) Management and administration;
 - (xiii) Internal and external professional work; and
 - (xiv) Additional involvement in (v) and/or (vii).
- (j) Items (i)-(vii) are core service activities expected of all staff.
 - (k) Travel between campuses or other designated places of work on University business is part of the service allocation, and time allocated will be in addition to the minimum 10%.
 - (l) A staff member may also receive an increased service allocation where they are required to undertake a formal management or leadership responsibility, such as an Associate Head of School, with an equivalent reduction in other allocations, provided that the minimum teaching allocation of 20% will continue to be met.

Flexibility

- 50.13 The balance of work beyond the initial teaching, research and minimum 10% service allocation, will be allocated to teaching, research or service in consultation with the staff member in the allocation process, including discussion of the planned activities that would be undertaken. In discussing the allocation the Head of School or equivalent will genuinely consider the views of the staff member.

- 50.14 A staff member or the Head of School or equivalent may make a request for an adjustment to the mix of workload allocation percentages for an agreed period. For example, this could include an increase in their service percentage taking into account appointment to a position of approved formal management or leadership responsibility. If agreed, such agreement must be in writing and include details of any agreement made about future workload allocation if applicable.

Workload Allocations will be made in accordance with the following table.

- 50.15 Workload Allocation Table: the table summarises allocation of work activities, which will total 100% including the flexible load allocation:

Allocated						Teaching Focused Only
Teaching (approximate %)	20	30	40	50	60	70
Research (approximate %) based on previous outputs / Scholarship for Teaching Focused Roles	60	50	40	30	20	10
Service (%)	min 10	min 10	min 10	min 10	min 10	min 10
	The categories may be varied by up to a total of 10% according to flexible load allocation in clause 50.13.					

Teaching Focussed Academic Staff

- 50.16 A teaching focussed academic is a staff member with no research output expectation. The workload allocation for a teaching focussed staff member is in accordance with the table above.
- 50.17 Academic Staff may agree to be a teaching focussed Academic Staff Member either via the annual processes established under the Academic Workload Planning System or may be appointed either by internal or external recruitment processes into teaching focussed positions.
- 50.18 Those Academic Staff Members who agree to be teaching focussed via the annual processes established under the Academic Workload Planning System may choose to revert to a teaching and research workload allocation in the next annual workload planning cycle.
- 50.19 Teaching focussed academic staff will undertake predominantly teaching activities, with a minimum of 10% allocated to scholarship of teaching as reflected in the above table. 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.

Academics employed on a Recent Professional Practice Required fixed-term contract in accordance with 13.2(d)

- 50.20 The Academic Workload Table in clause 50.15 and associated provisions do not apply to Recent Professional Practice Required fixed-term contract staff. Staff employed under this category are staff appointed on the basis of specialist clinical practice and expertise or recent professional, commercial experience or expertise. Such staff will typically have recent or concurrent roles outside the University in clinical practice or private practice in a profession. Such staff may be allocated to perform solely teaching and related activities or a mix of teaching and service activities.

Unreasonable Academic Workloads

- 50.21 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;
 - (b) The number of teaching and/or required hours worked without a break;
 - (c) Any requirement to undertake teaching on University holidays, or before 8am or after 9pm;
 - (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) The incidence of night work/after dark work;
 - (i) The academic staff member's general workload; and
 - (j) The academic staff member's family needs and responsibilities.
- 50.22 Concerns arising from the allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, within the relevant School. An academic staff member should attempt to address their concerns through a discussion with the Head of Department and/or Head of School.
- 50.23 Where it is not possible to reach agreement by this means, including where a matter is not dealt with within a reasonable timeframe, the staff member will seek a review of their workload allocation by the Head of School and if still dissatisfied, may seek a review by the Office of the Deputy Vice-Chancellor (Academic). In undertaking a review, there will be regard to the factors provided for in clause 50.21 and in the case of the Office of the Deputy Vice-Chancellor (Academic) may seek further information from the staff member or Head of School or equivalent in which the staff member works. Each review must be concluded within 10 working days. The Office of the Deputy Vice-Chancellor (Academic) 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 School or equivalent.

Academic Workloads Monitoring Committee

- 50.24 A Workload Monitoring Committee (**WMC**) shall operate during the life of this Agreement. The purpose of the WMC is to monitor and report academic workload trends, to monitor and report on the operation of the workload allocation model and seek to resolve potential problems associated with its operation. The WMC shall meet quarterly and may issue reports and recommendations on workload trends and the operation of the workload allocation models. The NTEU will nominate two (2) staff members to be the NTEU representatives of the WMC and these nominees may seek the involvement of the NTEU, where required.

51. Academic Promotion

- 51.1 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.

52. Quality Assurance

- 52.1 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 College Pro-Vice Chancellor, 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 College Pro Vice-Chancellor. The relevant School or Department will construct a properly validated instrument for measuring student feedback.
- 52.2 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.
- 52.3 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 and maintaining University quality assurance. However, student evaluation will not be the sole measure of teaching performance.
- 52.4 The University will provide support to develop online teaching and learning materials and the question of provision of support shall be addressed in accordance with the workload allocation principles and processes applying within each School or College.
- 52.5 The University policy on intellectual property shall apply to online teaching and learning materials developed within the University.

53. Overseas Teaching

53.1 Teaching of 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.

54. Outside Studies Program / Industry Placements

54.1 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 University's Policies and Procedures.

54.2 The University will develop a policy for Academic staff to undertake Industry Placements.

54.3 The University will recognise the service of an academic staff member undertaking industry placements for the purposes of academic career development and will ensure that no disadvantage shall apply to them for the purposes of promotion and workload allocation.

55. Coordination Responsibility Payments – Academic Staff

55.1 Unit/Subject Coordination will normally be performed by Level B Academics, and Course Coordination will normally be performed by Level C Academics. In circumstances where the Head of School has determined that there is no other alternative but to allocate Unit/Subject Coordination to a Level A Academic, or Course Coordination to a Level B Academic, the following will apply.

55.2 Where a Level A Academic undertakes unit/subject coordination:

- (a) a unit/subject co-ordination responsibility payment will be payable to them;
- (b) the Employee will be remunerated at a minimum of Level B for the duration of the unit/subject coordination.

55.3 Where a Level B Academic undertakes course coordination:

- (a) a course co-ordination responsibility payment will be payable to them;
- (b) the Employee will be remunerated at a minimum of Level C for the duration of the unit coordination.

55.4 An Employee whose substantive position is at Level A is not permitted to undertake course coordination.

55.5 *Pro rata Coordination Responsibilities*

- (a) 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.

- (b) The pro rata coordination responsibility payment will be negotiated in advance and rounded to the nearest quartile (i.e. 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 Work Allocation Model.
- 55.6 The responsibility payment due to eligible Employees under this clause:
 - (a) will continue to be paid while on approved leave of up to four (4) weeks (provided that they were entitled to payment at the commencement of leave); and
 - (b) is not superannuable.
- 55.7 On completion of each continuous twelve (12) month period during which a staff member undertakes coordination 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 coordination for a continuous period of twelve (12) months will be satisfied where the coordination occurs across two consecutive semesters (for example semester 1 and 2 in the same year or semester 2 this year and semester 1 of the following year).
- 55.8 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.
- 55.9 The provisions of this clause apply notwithstanding any inconsistency with the MSALs in Schedule 6.

PART F: PROFESSIONAL STAFF

56. Professional Staff Classifications

- 56.1 Professional Staff shall be classified in accordance with the Position Classification Descriptors set out in Schedule 1.
- 56.2 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.
- 56.3 The University shall maintain a position description for every professional staff member.
- 56.4 *Classification Review Process*

- (a) 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.
- (b) Classification reviews shall occur where:
 - (i) a vacant position has changed to such an extent that the position warrants review; or
 - (ii) a request is made by the incumbent or supervisor because:
 - A. the duties and responsibilities of the position have changed significantly; and/or
 - B. it is considered that the position is no longer accurately classified.
- (c) An application for reclassification of a position can be made by an Incumbent Employee or by the supervisor of the position.
- (d) Human Resources will initially classify all new and vacant positions against the Position Classification Descriptors.
- (e) 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.

56.5 *Classification Appeal Committee*

- (a) The Employee's appeal must state in writing the grounds for appeal, which may be one or more of the following grounds:
 - (i) The staff member is not satisfied with the decision;
 - (ii) That there were procedural irregularities that would have influenced the classification decision; and/or
 - (iii) That the principles of natural justice (i.e. fairness and propriety) were not adhered to.

- (b) The Classification Appeals Committee shall comprise:
 - (i) An independent chairperson;
 - (ii) One representative of the University; and
 - (iii) One representative of the NTEU.
- (c) 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 (NTEU) (or delegate), provided that such agreement will not be unreasonably withheld.
- (d) The Classification Appeal Committee may invite the appellant and the appellant's supervisor to address the Committee.
- (e) The Executive Director, Human Resources, will consider and give due regard to the recommendations of the Classification Appeal Committee. The decision of the Executive Director, Human Resources, is final and will be communicated to the staff member and supervisor as soon as practicable. The Executive Director, Human Resources, will provide reasons in writing to the staff member and supervisor where the Executive Director, Human Resources, does not accept the recommendation of the Classification Appeal Committee, or where there is a split recommendation of the Classification Appeal Committee. A recommendation to change the classification of the staff member, if endorsed by the Executive Director, Human Resources, will apply from the date of lodgement of the review referred to in clause 56.5(a) above.

57. Linking of Professional Staff Classification Levels

- 57.1 Professional staff appointed to a classification level from HEO1 to HEO9, may progress to the next classification level through the linking process described in this Clause.
- 57.2 Progression to a higher classification level is not automatic and is subject to the College, 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.
- 57.3 Where the College, 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:
 - (a) the development of a position description with the classification confirmed at the higher classification level; and
 - (b) 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
 - (c) the establishment of agreed performance objectives to be achieved prior to the staff member being able to progress to the higher level; and
 - (d) specific timeframes in which the plan is required to be achieved.
- 57.4 At the expiry of the timeframe specified under sub-clause 57.3, 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:

- (a) have acquired the enhanced skills/qualifications required in the higher level position; and
- (b) have achieved an overall satisfactory assessment as part of their performance development assessment.

58. Hours of Work - Professional Staff

58.1 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:

- (a) 35 hours within a cycle not exceeding 7 days
- (b) 70 hours within a cycle not exceeding 14 days
- (c) 105 hours within a cycle not exceeding 21 days
- (d) 140 hours within a cycle not exceeding 28 days.

58.2 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.

58.3 An Employee may make a request in writing to alter their ordinary hours of work by up to half an hour at either side of the span of hours for an agreed period. In exceptional circumstances, a staff member may seek a review of an arrangement made in accordance with this subclause prior to the expiry of the agreed period.

59. Shift Work – Professional Staff

59.1 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 8.00am to 6.00pm (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-clauses 58.1 and 58.2 above or the individual's ordinary hours of work made under a flexibility agreement in accordance with Clause 6 (Agreement Flexibility). These Employees shall be given seven (7) days' notice including five (5) working days of the requirement to work or cease working shifts or to change times of starting or finishing work.

59.2 The following sub-clauses apply to shift work, other than where provisions in Schedule 5 apply to the Employee.

59.3 *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 their ordinary hours of work.

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

59.4 *Shift Loadings*

The following shift loadings shall apply for eligible Employees, based upon their ordinary rate of pay:

Rostered Shift		Loading
Day/ Ordinary Shift		None
Afternoon Shift / Night Shift	Weekday	15%
	Weekend	Saturday: 50%
		Sunday: 100%
		Public/University Holiday: 150%

59.5 *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.

59.6 *Extra Week's Leave for Regular and Systematic Shift Workers*

Shift workers who regularly work over a period of six (6) months, will be entitled to extra recreation leave per calendar year as follows:

Type of shift work	Extra leave entitlement
10 day fortnight	35 hours (pro rata for part time)
Less than 10 day fortnight	calculated on a proportionate basis of 35 hours (that is, the number of days of regular shift work per fortnight divided by 10).

60. Overtime - Professional Staff

- 60.1 The University may require a Professional Staff Employee to work reasonable hours outside of the span of hours or 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.
- 60.2 Overtime provisions relating to staff employed as Plant Attendants in the University Co Generation Plant are set out in Schedule 5 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

- 60.3 Employees classified between HEO1 and HEO6 are eligible for overtime payment and may, by agreement, receive time off *in lieu* of payment for overtime worked, calculated at one and half times the actual overtime hours worked. TOIL accrued and not taken by the end of a six (6) month period will be paid at overtime rates calculated in accordance with subclauses 60.5 and 60.6.
- 60.4 Employees classified at HEO7 and above shall not be eligible for overtime payment but shall be granted time off *in lieu* calculated at one and half times the actual overtime hours worked.

Calculation for Payment of Overtime

- 60.5 Overtime shall be paid for all work performed outside of the span of hours or in excess of the ordinary hours prescribed and calculated on a daily basis at the following rates:
- (a) Weekdays - time and a half for the first three (3) 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 37 of this Agreement - double time and a half.
- 60.6 For the purposes of the calculation of payment for overtime:
- (a) the salary of an Employee shall not include shift work allowances or casual loadings but shall include higher duties allowance;
 - (b) where daily ordinary hours of duty are flexible, the total hours worked in accordance with a work cycle as defined in subclause 58.1 shall be computed and overtime rates shall apply to all time worked in excess of or outside the ordinary hours of duty prescribed for the work cycle;
 - (c) if the overtime worked is not continuous with the Employee's ordinary hours, the minimum overtime payment due to the Employee will be three (3) hours.

Overtime Meal Allowance

- 60.7 When working approved overtime in accordance with this clause, an Employee will be paid an overtime meal allowance of \$16.40, as follows:
- (a) Week days - when the Employee has worked two (2) hours or more of approved overtime on any one day;

- (b) Saturdays and Sundays - when the Employee has worked five (5) hours or more of approved overtime.

Breaks between Periods of Duty

- 60.8 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 plus reasonable travel time (based on the time normally required for the Employee to travel from home to/from work). Such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 60.9 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%.

Reimbursement of Fares

- 60.10 If as a result of overtime worked, an Employee is not able to access the usual means of transport between his/her home and place of work, 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 and Call Out Payments

- 60.11 In this section, the following definitions apply:
 - (a) **standby** means a period of consecutive hours outside an Employee's normal hours of work, during which the Employee is available and in a fit and ready state to return to work, where required; and
 - (b) **current hourly rate** means the hourly rate of pay for an Employee, including any loadings or additional payments.
- 60.12 Professional staff members who are provided with a supervisor's written notice that they are required to be on standby (including details of the specific times) will be entitled to receive:
 - (a) a minimum of 24 hours' notice of the requirement to be on standby;
 - (b) a standby allowance of 20% of their current hourly rate for each hour they are required to be on standby, excluding those hours during which they are recalled to duty;
 - (c) when called in to work on standby:
 - (i) payment of overtime rates for standby hours worked, including reasonable travel time;
 - (ii) payment for a minimum of three (3) hours' work, which will include travel time.
- 60.13 These arrangements may be varied by agreement in writing, by providing time off in lieu.
- 61. Overtime – Casual Professional Staff**
- 61.1 Overtime is payable to casual Professional Employees in respect of work in excess of 35 hours in any single week or more than nine (9) hours of work on one day. Where overtime is

payable, the casual loading will not be payable and a casual professional staff member will be entitled to receive the casual rates as set out in sub-clause 62.2 below.

61.2 Casual overtime shall be calculated on the following basis:

- (a) Daily overtime:
 - (i) Weekday and Saturday overtime – time and a half for the first three hours and double time thereafter; or
 - (ii) Sunday overtime – double time.
- (b) Weekly overtime:
 - (i) Where the overtime hours are worked on a weekday or Saturday – time and a half for the first three hours and double time thereafter; or
 - (ii) Where the overtime hours are worked on a Sunday – double time.
- (c) Holidays prescribed in clause 37 of this Agreement – double time and a half.
- (d) Should a staff member work casual hours that are greater than 35 hours in a single week, the staff member will receive overtime payments calculated either by daily overtime or weekly overtime, whichever is the greater.

61.3 For the purposes of this clause, a single week is defined as being from Saturday to Friday.

62. Conversion from Casual to Non-Casual Employment – Professional Staff

62.1 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.

62.2 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

62.3 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:

- (a) 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
- (b) over the immediately preceding period of at least 24 months.

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

- (a) affect the Employee's eligibility for conversion;
- (b) be included in determining whether the Employee meets or does not meet the eligibility requirements.

- 62.5 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

- 62.6 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:
- (a) 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;
 - (b) the Employee is a genuine retiree;
 - (c) the Employee is performing work which will either cease to be required, or will be performed by a non-casual Employee, (but not an Employee pursuant to subclause 13.2(l)), within twenty-six (26) weeks from the date of application;
 - (d) the Employee has a primary occupation with the University or elsewhere, either as an Employee or as a self-employed person;
 - (e) the Employee does not meet the essential requirements of the position; or
 - (f) the work is *ad hoc*, intermittent, unpredictable or involves hours that are irregular.

Offer of Non-Casual Employment

- 62.7 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.
- 62.8 Conversion may be to either a continuing appointment or if the circumstances provide to a category of fixed term as described in 13.2(a) – 13.2(k). Eligible staff cannot be converted into the category of fixed term contract described in 13.2(l). 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.
- 62.9 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-clause 44.6 and the parental leave sub-clause 45.2.

Further Applications

- 62.10 An Employee whose application for conversion is rejected shall not be entitled to apply again within twelve (12) months except where:
- (a) that rejection is solely based upon the ground set out in sub-clause 62.6(c); and
 - (b) that ground ceased to apply.

63. Seasonal, Part-Year or Annualised Hours Employment – Professional Staff

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

- (a) for Employees converted from casual employment to non-casual employment in accordance with clause 62, 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 subclause 13.3(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.

63.2 *Seasonal or Part-Year Employees*

(a) *Definitions*

- (i) "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, or as subsequently varied by agreement with the seasonal or part-year employee.
- (ii) 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.

(b) *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.

(c) *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.

(d) *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.

(e) *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.

(f) *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.

(g) *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 (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.

63.3 *Annualised Hours Employees*

(a) *Definitions*

- (i) 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 (1) year (which may be a calendar year) as offered by the employer, or as subsequently varied by agreement with the annualised hours employee.
- (ii) 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.

(b) *Accrual of Pay*

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

(c) *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.

(d) *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.

(e) *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.

(f) *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.

(g) *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.

(h) *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:

- (i) 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
- (ii) 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.

64. Higher Duties Allowance – Professional Staff

64.1 An Employee who is required to act in a position of higher classification for:

- (a) 30% or more of the responsibilities; and
- (b) for a continuous period of two (2) weeks or more (including public holidays),

shall receive a higher duties allowance for the period of the higher duties.

64.2 The higher duties allowance is the difference between the salary of the Employee and the salary payable for the position at the higher classification and is proportionate to the percentage of work being performed as identified at clause 64.1(a).

64.3 Where an Employee who is performing the duties of a higher position:

- (a) is permanently promoted to that position, 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 position been the permanent occupant of that position;
- (b) is approved to perform the duties of a higher position for periods that are not continuous but in aggregate total more than twelve (12) months, he/she shall:
 - (i) upon the completion of an initial twelve (12) month period, provided that the twelve (12) months are completed within the preceding twenty-four (24) month period, be granted the salary increment applicable to the higher position; and
 - (ii) upon the completion of each further twelve (12) month period be granted salary increments applicable to the higher position.
- (c) takes leave with pay not exceeding ten (10) working days (other than Long Service Leave), they shall continue to be paid the higher duties allowance during the period of leave, if the allowance would have been paid but for the granting of the leave.

64.4 The higher duties allowance:

- (a) shall be regarded as salary for the purposes of calculating all other types of allowances including overtime; and
- (b) is non-superannuable.

64.5 An Employee may decline an offer to perform higher duties without suffering any penalty.

65. Professional Staff Workloads

65.1 Supervisors will allocate professional staff workloads according to their position descriptions and their time fraction, using a consultative process based on the principles of fairness and equity.

65.2 Professional staff will be able to express or raise issues of concern regarding their workload allocation.

65.3 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.

Schedule 1 - Position Classification Standards

INTRODUCTION

When determining the classification of a particular position, the relevant training level and task level should both be considered and should normally be scored within one level of each other. Where different classification levels are identified, the decision should be reviewed, and if required, the position description revised.

DEFINITIONS

Training level describes 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.

Task level describes the stated level of qualification, training or experience for the job concerned.

Qualifications

As set out within the Australian Qualifications Framework:

Term	Definition
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	<p>A recognised postgraduate degree, over and above a degree as defined above.</p> <p>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.</p>

Judgment 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 of 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:

Term	Definition
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	<p>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.</p> <p>Performance is checked by reporting to more senior staff and/or client feedback, rather than by the monitoring of each task outcome.</p>
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.

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.

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, organisational 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 standalone 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 standalone 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 (ie, for 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.

Schedule 2 – Academic Staff Salary Scales**ACADEMIC STAFF RATES**

Classification	Point	2017 Rate	First Full Pay Period after Commencement	FFPPOA 1 Dec 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
			\$1500 salary uplift	1.5% increase	\$1800 salary uplift	1.6% increase	1.6% increase
Level A	1	\$63,521	\$65,021	\$65,996	\$67,796	\$68,881	\$69,983
	2	\$67,164	\$68,664	\$69,694	\$71,494	\$72,638	\$73,800
	3	\$70,779	\$72,279	\$73,363	\$75,163	\$76,366	\$77,588
	4	\$74,410	\$75,910	\$77,049	\$78,849	\$80,110	\$81,392
	5	\$77,361	\$78,861	\$80,044	\$81,844	\$83,153	\$84,484
	*	\$80,307	\$81,807	\$83,034	\$84,834	\$86,191	\$87,571
	7	\$83,257	\$84,757	\$86,028	\$87,828	\$89,234	\$90,661
	8	\$86,205	\$87,705	\$89,021	\$90,821	\$92,274	\$93,750
Level B	1	\$90,748	\$92,248	\$93,632	\$95,432	\$96,959	\$98,510
	2	\$94,148	\$95,648	\$97,083	\$98,883	\$100,465	\$102,072
	3	\$97,546	\$99,046	\$100,532	\$102,332	\$103,969	\$105,633
	4	\$100,952	\$102,452	\$103,989	\$105,789	\$107,481	\$109,201
	5	\$104,354	\$105,854	\$107,442	\$109,242	\$110,990	\$112,766
	6	\$107,758	\$109,258	\$110,897	\$112,697	\$114,500	\$116,332
Level C	1	\$111,162	\$112,662	\$114,352	\$116,152	\$118,010	\$119,899
	2	\$114,565	\$116,065	\$117,806	\$119,606	\$121,520	\$123,464
	3	\$117,968	\$119,468	\$121,260	\$123,060	\$125,029	\$127,029
	4	\$121,373	\$122,873	\$124,716	\$126,516	\$128,540	\$130,597
	5	\$124,771	\$126,271	\$128,165	\$129,965	\$132,045	\$134,157
	6	\$128,175	\$129,675	\$131,620	\$133,420	\$135,555	\$137,724
Level D	1	\$133,847	\$135,347	\$137,377	\$139,177	\$141,404	\$143,667
	2	\$138,384	\$139,884	\$141,982	\$143,782	\$146,083	\$148,420
	3	\$142,920	\$144,420	\$146,586	\$148,386	\$150,760	\$153,173
	4	\$147,459	\$148,959	\$151,193	\$152,993	\$155,441	\$157,928
Level E		\$172,416	\$173,916	\$176,525	\$178,325	\$181,178	\$184,077

*** 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**

CASUAL ACADEMIC RATES

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 Employees as set out in this Agreement.

	2017 Rate	First Full Pay Period after Commencement	FFPPOA 1 Dec 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
		\$1500 salary uplift	1.5% increase	\$1800 salary uplift	1.6% increase	1.6% increase
Lecturing						
A: Basic	\$181.05	\$183.93	\$186.69	\$190.17	\$193.20	\$196.29
D: Repeat	\$120.70	\$122.62	\$124.46	\$126.78	\$128.80	\$130.86
B: Developed	\$241.40	\$245.24	\$248.92	\$253.56	\$257.60	\$261.72
C: Specialised	\$301.75	\$306.55	\$311.15	\$316.95	\$322.00	\$327.15
Tutoring						
E: Normal	\$129.16	\$132.06	\$134.04	\$137.49	\$139.68	\$141.93
F: Repeat	\$86.11	\$88.04	\$89.36	\$91.66	\$93.12	\$94.62
G: Normal PhD	\$154.45	\$157.32	\$159.69	\$163.14	\$165.75	\$168.39
H: Repeat PhD	\$102.97	\$104.88	\$106.46	\$108.76	\$110.50	\$112.26
R: Normal SubCoord	\$181.05	\$183.93	\$186.69	\$190.17	\$193.20	\$196.29
S: Repeat SubCoord	\$120.70	\$122.62	\$124.46	\$126.78	\$128.80	\$130.86
Clinical Nurse Educator						
I: Normal	\$86.11	\$88.04	\$89.36	\$91.66	\$93.12	\$94.62
K: Normal PhD	\$102.97	\$104.88	\$106.46	\$108.76	\$110.50	\$112.26
J: Small Preparation	\$64.58	\$66.03	\$67.02	\$68.75	\$69.84	\$70.97
L: Small PhD	\$77.22	\$78.66	\$79.85	\$81.57	\$82.88	\$84.20
T: Normal SubCoord	\$120.70	\$122.62	\$124.46	\$126.78	\$128.80	\$130.86
U: Small SubCoord	\$90.53	\$91.97	\$93.35	\$95.09	\$96.60	\$98.15
Marking						
M: High Level	\$60.36	\$61.31	\$62.23	\$63.39	\$64.40	\$65.43
N: Routine	\$43.06	\$44.02	\$44.68	\$45.83	\$46.56	\$47.31
O: Routine PhD	\$51.48	\$52.44	\$53.23	\$54.38	\$55.25	\$56.13
Other Required Academic Activity						
P:	\$43.06	\$44.02	\$44.68	\$45.83	\$46.56	\$47.31
Q: PhD	\$51.48	\$52.44	\$53.23	\$54.38	\$55.25	\$56.13
V: SubCoord	\$60.36	\$61.31	\$62.23	\$63.39	\$64.40	\$65.43

CASUAL ACADEMIC RATES

1. Engagement

Casual Academic Staff Employees shall be engaged by the hour under one of the categories set out below.

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.

$$\text{\$Level B, step 2/52} + 25\% = \$$$

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:

$$\text{\$Level C, step 2/52} + 25\% = \$$$

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:

$$\text{\$Level A, step 2/52} + 25\% = \$$$

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:

$$\text{\$Level A, step 6/52} + 25\% = \$$$

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 University.

Rate	Type	Description
Rate A	Basic Lecture	Consists of 1 hour of delivery and 2 hours of associated working time.
Rate B	Developed Lecture	Consists of 1 hour of delivery and 3 hours of associated working time.
Rate C	Specialised Lecture	Consists of 1 hour of delivery and 4 hours of associated working time.
Rate D	Repeat Lecture	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.

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 University.

Rate	Type	Description
Rate E	Basic Tutorial	Consists of 1 hour of delivery and 2 hours of associated working time.
Rate F	Repeat tutorial	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.
Rate G	Tutorial (PhD)	Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where the Employee holds a relevant doctoral qualification.
Rate H	Repeat Tutorial (PhD)	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.
Rate R	Tutorial (Subject Coordination)	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.
Rate S	Repeat Tutorial (Subject Coordination)	Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are included as part of normal duties, 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.

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.

Rate	Type	Description
Rate I	Normal preparation required	1 hour of delivery and 1 hour of associated working time.
Rate J	Little preparation required	1 hour of delivery and 0.5 hour of associated working time.
Rate K	Normal preparation required (PhD)	1 hour of delivery and 1 hour of associated working time in circumstances where the Employee holds a relevant doctoral qualification.
Rate L	Little preparation required (PhD)	1 hour of delivery and 0.5 hour of associated working time in circumstances where the Employee holds a relevant doctoral qualification.
Rate T	Normal preparation required (Subject Coordination)	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.
Rate U	Little preparation required (Subject Coordination)	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.

6. Casual Marking

Rate	Type	Description
Rate M	Significant Judgement/or Standard Marking (Subject Coordination)	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
Rate N	Standard marking	
Rate O	Standard marking (PhD)	Standard Marking, in circumstances where the Employee holds a relevant doctoral qualification.

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

Rate	Type	Description
Rate P		<p>Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the University and is so performed by the Employee, being work in the nature of, but not limited to:</p> <ul style="list-style-type: none"> • the conduct of practical classes, demonstrations, 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.
Rate Q	(PhD)	Other required academic activities as for Rate P, in circumstances where the Employee holds a relevant doctoral qualification.
Rate V	Subject Coordination	Other required academic activities as for Rate P, in circumstances where full subject coordination duties are required as part of normal duties.

Schedule 3 – Professional Staff Salary Scales**PROFESSIONAL STAFF RATES**

Classification	Point	2017 Rate	First Full Pay Period after Commencement	FFPPOA 1 Dec 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
			\$1500 salary uplift	1.5% increase	\$1800 salary uplift	1.6% increase	1.6% increase
HEO 1	1	\$44,646	\$46,146	\$46,838	\$48,638	\$49,416	\$50,207
	2	\$45,542	\$47,042	\$47,748	\$49,548	\$50,340	\$51,146
	3	\$46,456	\$47,956	\$48,675	\$50,475	\$51,283	\$52,103
	4	\$47,386	\$48,886	\$49,619	\$51,419	\$52,242	\$53,078
HEO 2	1	\$48,203	\$49,703	\$50,449	\$52,249	\$53,085	\$53,934
	2	\$49,164	\$50,664	\$51,424	\$53,224	\$54,076	\$54,941
	3	\$50,147	\$51,647	\$52,422	\$54,222	\$55,089	\$55,971
HEO 3	1	\$50,740	\$52,240	\$53,024	\$54,824	\$55,701	\$56,592
	2	\$51,754	\$53,254	\$54,053	\$55,853	\$56,746	\$57,654
	3	\$52,793	\$54,293	\$55,107	\$56,907	\$57,818	\$58,743
	4	\$53,849	\$55,349	\$56,179	\$57,979	\$58,907	\$59,849
	5	\$54,923	\$56,423	\$57,269	\$59,069	\$60,014	\$60,975
	6	\$56,018	\$57,518	\$58,381	\$60,181	\$61,144	\$62,122
	7	\$57,138	\$58,638	\$59,518	\$61,318	\$62,299	\$63,295
HEO 4	1	\$58,351	\$59,851	\$60,749	\$62,549	\$63,550	\$64,566
	2	\$59,518	\$61,018	\$61,933	\$63,733	\$64,753	\$65,789
	3	\$60,707	\$62,207	\$63,140	\$64,940	\$65,979	\$67,035
	4	\$61,924	\$63,424	\$64,375	\$66,175	\$67,234	\$68,310
HEO 5	1	\$63,424	\$64,924	\$65,898	\$67,698	\$68,781	\$69,882
	2	\$64,692	\$66,192	\$67,185	\$68,985	\$70,089	\$71,210
	3	\$65,984	\$67,484	\$68,496	\$70,296	\$71,421	\$72,564
	4	\$67,307	\$68,807	\$69,839	\$71,639	\$72,785	\$73,950
	5	\$68,649	\$70,149	\$71,201	\$73,001	\$74,169	\$75,356
	6	\$70,024	\$71,524	\$72,597	\$74,397	\$75,587	\$76,797
	7	\$71,423	\$72,923	\$74,017	\$75,817	\$77,030	\$78,262
HEO 6	1	\$73,573	\$75,073	\$76,199	\$77,999	\$79,247	\$80,515
	2	\$75,045	\$76,545	\$77,693	\$79,493	\$80,765	\$82,057
	3	\$76,544	\$78,044	\$79,215	\$81,015	\$82,311	\$83,628

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	4	\$78,073	\$79,573	\$80,767	\$82,567	\$83,888	\$85,230
	5	\$79,638	\$81,138	\$82,355	\$84,155	\$85,502	\$86,870
HEO 7	1	\$81,184	\$82,684	\$83,924	\$85,724	\$87,096	\$88,489
	2	\$82,808	\$84,308	\$85,573	\$87,373	\$88,771	\$90,191
	3	\$84,463	\$85,963	\$87,252	\$89,052	\$90,477	\$91,925
	4	\$86,153	\$87,653	\$88,968	\$90,768	\$92,220	\$93,696
	5	\$87,874	\$89,374	\$90,715	\$92,515	\$93,995	\$95,499
	6	\$89,635	\$91,135	\$92,502	\$94,302	\$95,811	\$97,344
HEO 8	1	\$91,330	\$92,830	\$94,222	\$96,022	\$97,559	\$99,120
	2	\$93,155	\$94,655	\$96,075	\$97,875	\$99,441	\$101,032
	3	\$95,024	\$96,524	\$97,972	\$99,772	\$101,368	\$102,990
	4	\$96,919	\$98,419	\$99,895	\$101,695	\$103,322	\$104,976
	5	\$98,856	\$100,356	\$101,861	\$103,661	\$105,320	\$107,005
	6	\$100,836	\$102,336	\$103,871	\$105,671	\$107,362	\$109,080
	7	\$102,857	\$104,357	\$105,922	\$107,722	\$109,446	\$111,197
	8	\$104,909	\$106,409	\$108,005	\$109,805	\$111,562	\$113,347
HEO 9	1	\$106,552	\$108,052	\$109,673	\$111,473	\$113,256	\$115,068
	2	\$108,684	\$110,184	\$111,837	\$113,637	\$115,455	\$117,302
	3	\$110,856	\$112,356	\$114,041	\$115,841	\$117,695	\$119,578
	4	\$113,076	\$114,576	\$116,295	\$118,095	\$119,984	\$121,904
HEO 10		\$114,163	\$115,663	\$117,398	\$119,198	\$121,105	\$123,043
App HEO 3	4	\$48,203	\$49,703	\$50,449	\$52,249	\$53,085	\$53,934
	3	\$40,592	\$42,092	\$42,723	\$44,523	\$45,236	\$45,960
	2	\$32,981	\$34,481	\$34,998	\$36,798	\$37,387	\$37,985
	1	\$27,907	\$29,407	\$29,848	\$31,648	\$32,154	\$32,669

CASUAL PROFESSIONAL STAFF RATES

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 will 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.

Classification	2017 Rate	First Full Pay Period after Commencement	FFPPOA 1 Dec 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
		\$1500 salary uplift	1.5% increase	\$1800 salary uplift	1.6% increase	1.6% increase
Casual HEO 1	\$28.52	\$29.58	\$30.02	\$31.18	\$31.68	\$32.18
Casual HEO 2	\$30.80	\$31.86	\$32.34	\$33.49	\$34.03	\$34.57
Casual HEO 3	\$32.42	\$33.49	\$33.99	\$35.14	\$35.71	\$36.28
Casual HEO 4	\$37.29	\$38.37	\$38.94	\$40.10	\$40.74	\$41.39
Casual HEO 5	\$40.52	\$41.62	\$42.24	\$43.40	\$44.09	\$44.80
Casual HEO 6	\$47.00	\$48.12	\$48.85	\$50.00	\$50.80	\$51.61
Casual HEO 7	\$51.87	\$53.00	\$53.80	\$54.95	\$55.83	\$56.72
Casual HEO 8	\$58.35	\$59.51	\$60.40	\$61.55	\$62.54	\$63.54
Casual HEO 9	\$68.08	\$69.26	\$70.30	\$71.46	\$72.60	\$73.76

Schedule 4 - Trainees

1. This Schedule shall apply to University Trainees who are undertaking a Traineeship pursuant to this Schedule.
2. At the conclusion of the Traineeship, this Schedule ceases to apply to the employment of the Trainee and the relevant provisions of this Agreement shall apply to the former trainee.
3. **Definitions**

Term	Definition
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.
Relevant State Or Territory Training Authority	means 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 the Victorian <i>Education and Training Accreditation Act 1990</i> or any successor.
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 the 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.
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 the 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. The 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 The 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, the 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 clause 8 of this Schedule.
- 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 or Territory Training Legislation. The University shall initiate such action by giving written notice to the Trainee at the time the action is commenced. The provisions of Clause 33 (Disciplinary Procedures) in this Agreement shall not apply to Trainees employed pursuant to this Schedule.
- 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.
- 5.5 Where the employment of a Trainee by the 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 overtime on his/her own unless consistent with the provisions of this Agreement.
- 6.3 No Trainee shall work shift work.
- 6.4 The Trainee wage shall be the basis for the calculation of overtime rates prescribed in Clause 60 (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 Schedule.
- 6.6 A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment by the University on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to clauses 32 (Redundancy Procedures) and 13.3(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 for in Clause 10.

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, 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 Schedule shall also be applicable to part-time trainees.

9. General Formula

- 9.1 For Traineeships not covered by this Schedule 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 3 of this Agreement.

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- (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.

10. 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.

TRAINEESHIP RATES

School Level	Years out of School	2017 Rate	First Full Pay Period after Commencement	FFPPOA 1 Dec 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
			\$1500 salary uplift	1.5% increase	\$1800 salary uplift	1.6% increase	1.6% increase
Year 10	0(50%)*	\$14,269	\$15,769	\$16,006	\$17,806	\$18,090	\$18,380
	0(33%)*	\$16,600	\$18,100	\$18,372	\$20,172	\$20,494	\$20,822
	1	\$19,900	\$21,400	\$21,721	\$23,521	\$23,897	\$24,280
	2	\$24,170	\$25,670	\$26,055	\$27,855	\$28,301	\$28,754
	3	\$28,150	\$29,650	\$30,095	\$31,895	\$32,405	\$32,924
	4	\$32,713	\$34,213	\$34,726	\$36,526	\$37,111	\$37,704
	5 or more	\$37,468	\$38,968	\$39,553	\$41,353	\$42,014	\$42,686
Year 11	0(33%)*	\$24,170	\$25,670	\$26,055	\$27,855	\$28,301	\$28,754
	0(25%)*	\$16,600	\$18,100	\$18,372	\$20,172	\$20,494	\$20,822
	1	\$24,170	\$25,670	\$26,055	\$27,855	\$28,301	\$28,754
	2	\$28,150	\$29,650	\$30,095	\$31,895	\$32,405	\$32,924
	3	\$32,713	\$34,213	\$34,726	\$36,526	\$37,111	\$37,704
	4	\$37,468	\$38,968	\$39,553	\$41,353	\$42,014	\$42,686
Year 12	0	\$24,170	\$25,670	\$26,055	\$27,855	\$28,301	\$28,754
	1	\$28,150	\$29,650	\$30,095	\$31,895	\$32,405	\$32,924
	2	\$32,713	\$34,213	\$34,726	\$36,526	\$37,111	\$37,704
	3	\$37,468	\$38,968	\$39,553	\$41,353	\$42,014	\$42,686
School Based Traineeships							
Year 11		\$18,152	\$19,652	\$19,947	\$21,747	\$22,095	\$22,448
Year 12		\$19,900	\$21,400	\$21,721	\$23,521	\$23,897	\$24,280

Schedule 5 - 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 seventy-two (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 day's leave *in lieu* of such holiday.
- 1.2 An Employee whose ordinary hours of duty are performed over seven (7) days a week including Sundays and holidays shall be granted five (5) additional recreation leave days, where the rostered time of ordinary duty includes at least ten (10) Sundays. Where the rostered time of ordinary duty includes less than ten (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 3 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 3.
- 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 3.

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.
- 3.3 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.
- 3.4 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 (4) 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 57 (Hours of Work - Professional Staff) of this Agreement. The ordinary hours of work shall not exceed ten (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 eight (8) hours on any day, the arrangement of hours shall be subject to the agreement of the University 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 (8) shifts to be worked in any nine (9) consecutive days; and
 - (iii) not be changed until after four (4) 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 the University 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 University 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 University 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.
- (c) 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.
- (d) Staff will be provided with fit for purpose tools to address issues remotely. Where call outs cannot be resolved remotely, the staff member must attend on-site to deal with the problem.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Staff who are required to deal with a call or calls remotely will be paid a minimum of one (1) hour at their normal hourly rate.
- (i) Staff who are required to attend on-site to deal with a call-out will be paid a minimum of three (3) hours at their normal hourly rate, including pay for travel time.
- (j) Calls which occur within three (3) hours of a previous call will be treated as a continuation of the previous call.

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- (k) Staff who respond to a call will be entitled to a ten (10) hour break between completion of the call and the start of the next working day, on full pay.
- (l) All other ad hoc stand by and call out arrangements will be paid in accordance with Clause 60 (Overtime) of this Agreement.

Schedule 6 - 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 7 - Grievance Resolution Procedure

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.
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 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.

3. In this Schedule,

Grievance is defined as a work-related problem 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.

4. The University will:
 - (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.
5. These procedures do not take away the right of an Employee or of a party to seek resolution of a matter under clause 10 (Dispute Resolution Procedures) or before an external tribunal or court. These procedures cannot be activated if a matter has been raised under clause 10 (Dispute Resolution Procedures) or is before a court or tribunal.
6. The Executive Director, Human Resources, or delegate 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

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

- 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.
- 9.** Supervisors and staff may seek advice and assistance from a staff member from Human Resources at any stage of the grievance process.
- 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.
- 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 process works and identify through discussion the main issues to be resolved or investigated. Wherever practicable the complainant will guide the course of action.
- 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.
- 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.
- 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.
- 15.** If the grievance cannot be resolved by the Supervisor or staff member from Human Resources, or there has been an unreasonable 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, or delegate, with information about the resolution steps that have been taken to date.
- 16.** The Executive Director, Human Resources, or delegate 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 33 (Disciplinary Procedures). The Executive Director, Human Resources, or delegate 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 reoccurrence of the circumstances that gave rise to the grievance.

Schedule 8 - AgriBio

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

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3. Application of this Schedule
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2. DEFINITIONS

In this document, unless otherwise provided:

"Agreement" for the purposes of this Schedule means the *Latrobe University Collective Agreement 2018* excluding this Schedule.

"LTU/DEDJTR Researcher" means a member of academic staff of the Employer who is engaged as a LTU/DEDJTR Researcher in the Biosciences Research Centre who is employed on 0.49 (or less) fractional basis with DEDJTR.

"DEDJTR Employment" means an Employee's part-time employment with Department of Economic Development, Jobs, Transport and Resources 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/DEDJTR Researcher.

"DEDJTR Full-Time Employment" means an Employee's substantive employment with DEDJTR (which will usually be on a full-time ongoing basis) prior to employment as a LTU/DEDJTR Researcher under this Schedule, and in respect of which the Employee has been granted leave without pay by DEDJTR to enable part-time employment by the University under the Agreement.

"Employee" means a LTU/DEDJTR Researcher.

"Employer" means La Trobe University.

"Funding Agreement" means the funding agreement between DEDJTR and the Employer in respect of the Biosciences Research Centre, as it exists from time to time.

"Public Holiday" means a day that is a public holiday pursuant to Clause 24.

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

"Union" means the National Tertiary Education Industry Union or other Union as nominated by the Employee.

"University Policies and Procedures" means University policies and procedures that may be varied from time to time and do not form part of this Agreement.

3. APPLICATION OF THIS SCHEDULE

- 3.1 This Schedule applies to and is binding on La Trobe University in respect of all LTU/DEDJTR Researchers employed in the Biosciences Research Centre and the Union.
- 3.2 No part of the Agreement (other than this Schedule) applies to LTU/DEDJTR Researchers unless expressly stated in this Schedule.

4. APPLICATION

- 4.1 Clause 2 of the Agreement applies.

PART 2 - CONSULTATION AND CHANGE

5. CONSULTATION AND CHANGE

- 5.1 Clause 9 (Managing Change), Clause 10 (Dispute Resolution Procedures) and Schedule 7 (Grievance Procedures) of the Agreement apply.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

6. EMPLOYMENT CATEGORIES AND ENTITLEMENTS

6.1 Basis of Employment

- (a) Employees will be employed on an ongoing basis, but employment with the Employer as a LTU/DEDJTR Researcher will automatically cease on and from the date upon which an Employee's leave without pay from DEDJTR Full-Time Employment ceases. Clause 11 will not apply in these circumstances if the Employee reverts to their DEDJTR Full-Time Employment.
- (b) For the avoidance of doubt, leave without pay from DEDJTR Full-Time Employment will be deemed to cease if funding for the Employee's position under the Funding Agreement between DEDJTR and the Employer ceases.
- (c) If an Employee's DEDJTR Full-Time Employment is terminated the Employee will cease to be employed as a LTU/DEDJTR Researcher. If the Employee is not then redeployed to another position in the Employer, Clause 11 will apply if the Employee is retrenched within the meaning of that Clause.
- (d) In a redeployment situation the provisions of sub-clauses 32.8 to 32.9 of the Agreement apply.

6.2 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.

6.3 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 DEDJTR.
- (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 DEDJTR 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 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.

6.4 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.

7. WORKLOAD

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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. PERFORMANCE DEVELOPMENT

8.1 Clause 20 (Performance Development) of the Agreement applies.

9. TERMINATION AND REDUNDANCY

9.1 Part C: clauses 30 – 33 of the Agreement apply.

10. COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

10.1 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.

10.2 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]

11. SALARIES AND CLASSIFICATIONS

11.1 Schedule 2 of the Agreement sets out the salary rates for each of the academic levels.

11.2 Employees will be classified consistently with the MSAL's as set out in Schedule 6 of the Agreement.

11.3 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.

11.4 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.

12. SUPPLEMENTARY SALARY

12.1 In addition to the relevant salary rate for the Employee as set out in Schedule 2 and Schedule 3 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 DEDJTR employment as if they were employed by DEDJTR 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 DEDJTR referable to an earlier period of employment that coincides with the Employee's University employment).

12.2 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 9.5% SGC rate of superannuation contribution will be counted as salary to ensure a like for like comparison.

12.3 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.

12.4 Any incidence based allowances paid by DEDJTR will not be counted for the purpose of calculating supplementary salary.

13. PAYMENT OF SALARIES

13.1 Salaries, allowances and penalty rates 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.

13.2 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.

13.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

13.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.

13.5 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).

14. SALARY PACKAGING

14.1 Notwithstanding the rates specified in Schedule 2 and Schedule 3 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 University's Policies and Procedures.

14.2 Notwithstanding anything contained within this Clause, the employee's salary rate as specified in Schedule 2 and Schedule 3 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.

14.3 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 required by changes to relevant legislation or Superannuation Trust Deeds change.

15. ALLOWANCES - WORK OR CONDITIONS

15.1 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.

15.2 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:

Level	Amount per Annum
Language aide accreditation	\$1,029
Paraprofessional interpreter accreditation	\$1,416
Interpreter accreditation or higher	\$1,932

- (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 (2) 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.

16. ALLOWANCES - REIMBURSEMENT OF EXPENSES

16.1 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.

16.2 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 16.3; and
- (c) expenses incurred in using private vehicles in accordance with sub-clause 16.4.

16.3 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.

16.4 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.

16.5 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 University's Policies and Procedures.
- (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.
- (c) 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 two (2) pay periods after the Employee submits a claim.
- (d) 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.

17. SUPERANNUATION

- 17.1 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

18. HOURS OF WORK

- 18.1 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.

19. CHILDCARE

- 19.1 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

20. LEAVE OF ABSENCE - GENERAL

- 20.1 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 seven (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.

21. RECREATION LEAVE

- 21.1 An Employee accrues paid recreation leave at the rate of four (4) weeks for each twelve months of employment.
- 21.2 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.
- 21.3 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.
- 21.4 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 21.4 shall be calculated in accordance with sub-clause 21.5.

- 21.5 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.

22. PURCHASED LEAVE

- 22.1 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.

- 22.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under sub-clause 22.1:

- (a) the Employee will receive additional annual leave as follows:

44/52 weeks	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week leave	(5 weeks in total)

- (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.

- 22.3 As an alternative to entering into an arrangement under sub-clause 22.1, an Employee may request that one or more weeks of his or her recreation leave entitlement each be converted to two (2) weeks' leave on half pay.

- 22.4 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.

- 22.5 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.

23. INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS

- 23.1 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.

- 23.2 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.

24. PUBLIC HOLIDAYS

- 24.1 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:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day (Melbourne Cup Day only in the Melbourne Metropolitan area).
- (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.

24.2 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.

24.3 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 24.1 and 24.2, 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.

24.4 Substitution of Public Holiday

- (a) The Employer may 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.

24.5 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.

25. PERSONAL LEAVE

25.1 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.

25.2 A full-time Employee accrues 105 hours cumulative personal leave with pay for each year of employment.

25.3 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).

25.4 Sick Leave

- (a) Subject to sub-clause 25.4(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 25.4(a), if the period of sick leave referred to in that Clause is for a continuous period exceeding three (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 25.4(a) is for three (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 thirteen (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.

25.5 Carer's Leave

- (a) The amount of paid carer's leave which an Employee may take must not exceed seventy-six (76) hours in any twelve (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 twelve (12) month period of employment, the Employee may access unpaid carer's leave of up to two (2) 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.

- 25.6 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.

26. COMPASSIONATE LEAVE

Definition

- 26.1 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.

- 26.2 Serious illness or injury of an immediate family or household member or death of immediate family member or household member.

- 26.3 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 26.3 if the leave requested can be granted pursuant to Clause 26.4(b).

26.4 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.

27. PARENTAL LEAVE

27.1 Employees will be entitled to parental leave on the terms specified in Clause 45 of the Agreement.

28. LEAVE TO ATTEND REHABILITATION PROGRAM

28.1 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.

28.2 On production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 28.1, an Employee may be granted leave as follows:

- (a) An employee who has completed two (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:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

- (b) An employee who has completed less than two (2) years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

29. CULTURAL & CEREMONIAL LEAVE

29.1 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.

29.2 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.

29.3 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.

29.4 Ceremonial leave granted under this Clause 29 is in addition to compassionate leave granted under Clause 26.

30. LONG SERVICE LEAVE

30.1 Basic Entitlement

- (a) An Employee is entitled to the equivalent of three (3) 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.

30.2 Pro rata Access

- (a) An Employee may access this entitlement, on a *pro rata* basis, after an initial seven (7) years of continuous service.

30.3 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*.

30.4 Eligible Period of Service

- (a) In sub-clause 30.4 "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.

30.5 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.

30.6 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.

30.7 Recognised Service

- (a) In sub-clause 30.7(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 30.7(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 twelve (12) continuous months. The University may require a period of up to three (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 twelve (12) months other than:
 - A. an absence of three (3) years or less in the nature of retirement occasioned by disability; or
 - B. an absence of two (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 Workplace Injury Rehabilitation and Compensation Act 2013 (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 twelve (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.

30.8 **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 twelve (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.

30.9 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.

30.10 Nothing in this clause 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.

31. EXTENDED LEAVE SCHEME

31.1 Closure of Scheme

- (a) The Extended Leave Scheme closed on 30 September 2016. No new Extended Leave Scheme agreements can be entered into after this date.
- (b) Extended Leave Scheme agreements that were entered on or before 30 September 2016 will continue to operate in accordance with this clause.

Extended Leave Scheme arrangements

- 31.2 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.
- 31.3 On completion of the fourth year, the Employee will be entitled to twelve (12) months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.
- 31.4 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.
- 31.5 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.

32. DEFENCE RESERVE LEAVE

- 32.1 Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.
- 32.2 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.
- 32.3 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.

33. JURY SERVICE

- 33.1 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.

34. LEAVE FOR BLOOD DONATIONS

- 34.1 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.

35. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

- 35.1 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.
- 35.2 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.

36. LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES

- 36.1 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 (3) hours per week, or where special occasions arise, six (6) hours per fortnight; or
 - (b) Councillor - up to three (3) hours per fortnight, or where special occasions arise, six (6) hours per month.
- 36.2 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 (3) hours per week, or where special occasions arise, six (6) hours per fortnight; or
 - (b) Committee member - up to three (3) hours per fortnight, or where special occasions arise, six (3) hours per month.

37. PARTICIPATION IN SPORTING EVENTS

- 37.1 Leave with pay up to a maximum of two (2) weeks in any two (2) 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.

38. STUDY LEAVE

- 38.1 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.
- 38.2 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.
- 38.3 The Employer may grant additional leave with or without pay as considered necessary.
- 38.4 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 38.1.
- 38.5 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.

39. MILITARY SERVICE SICK LEAVE

39.1 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.

39.2 Leave under this Clause will be cumulative to a maximum of 760 hours.

39.3 This leave is in addition to sick leave under Clause 25.

39.4 The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in sub-clause 39.1 from a registered practitioner. For the purpose of this Clause the definition of "registered practitioner" will be the same as for sub-clause 25.4 (Sick Leave).

39.5 For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in sub-clause 25.4 (Sick Leave).

40. LEAVE WITHOUT PAY

40.1 An Employee may be granted leave without pay by the Employer for any purpose.

40.2 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

41. TEMPORARY TRANSFER BETWEEN WORK LOCATIONS

41.1 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.

41.2 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

42. ACCIDENT MAKE-UP PAY

42.1 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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, the employee will, except where otherwise provided in sub-clause 42.2 below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

42.2 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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* cease.
- (c) The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

42.3 Journey to Work Insurance

- (a) The University will maintain the journey to work insurance arrangements.

43. OCCUPATIONAL HEALTH AND SAFETY TRAINING

43.1 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 43.1 must only be granted to an Employee on one occasion and is additional to any other leave granted under this Clause.

43.2 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.

44. FACILITIES, EQUIPMENT AND ACCOMMODATION - GENERAL

44.1 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.

44.2 The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

Schedule 9 - Clauses that do not apply to casual Employees

Clause 6- Agreement Flexibility;

Clause 12 - Part-time/fractional employment;

Clause 13.2(g) and Schedule 4 - Apprentices and trainees;

Clause 19 - Probationary procedures;

Clause 23 – Salary packaging;

Clause 37 - Public Holidays (except for sub-clause X);

Clause 32 - Redundancy Procedures;

Clause 33 - Disciplinary Procedures;

Clause 34 - Ill health Retirement;

Clause 57 - Hours of work - Professional Staff;

Clause 59 - Shift work - Professional Staff;

Clause 60 - Overtime - Professional Staff;

Schedule 5, Clause 3 - Library Policy on Time Off in Lieu of Shift Work.

The provisions of clauses 38 - 47 (Leave Provisions) shall apply to casual Employees, subject to the following:

- Casual Employees shall have no entitlement to paid leave under Clauses 38 (Recreation Leave and Recreation Leave Loading), 39 (Personal Leave), 41 (Compassionate Leave), 42 (Community and Other Leave) and 43 (Trade Union Business Leave);
- 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 39 (Personal Leave), 41 (Compassionate Leave), 42 (Community and Other Leave) and 43 (Trade Union Business Leave);
- The entitlements of casuals to leave under Clauses 44 (Long Service Leave) and 45 (Parental Leave) are set out in those Clauses.

Casual Employees are entitled to the benefit of clause 25 (Workers' Compensation Leave and Make-Up Pay)

Schedule 10 – Christmas Holiday Closedown Calendar**December 2018 / January 2019**

Sunday 16	Monday 17	Tuesday 18	Wednesday 19	Thursday 20	Friday 21 Close Down	Saturday 22
Sunday 23	Monday 24 University Holiday	Tuesday 25 Christmas Day	Wednesday 26 Boxing Day	Thursday 27 <i>in lieu</i> Labour Day	Friday 28 <i>in lieu</i> Show Day	Saturday 29
Sunday 30	Monday 31 <i>in lieu</i> Cup Day	Tuesday 1 New Year's Day	Wednesday 2 Re Open	Thursday 3	Friday 4	Saturday 5

December 2019 / January 2020

Sunday 22	Monday 23 Close Down	Tuesday 24 University Holiday	Wednesday 25 Christmas Day	Thursday 26 Boxing Day	Friday 27 <i>in lieu</i> Labour Day	Saturday 28
Sunday 29	Monday 30 <i>in lieu</i> Show Day	Tuesday 31 <i>in lieu</i> Cup Day	Wednesday 1 New Year's Day	Thursday 2 Re Open	Friday 3	Saturday 4

December 2020 / January 2021

Sunday 20	Monday 21	Tuesday 22	Wednesday 23 Close Down	Thursday 24 University Holiday	Friday 25 Christmas Day	Saturday 26 Boxing Day
Sunday 27	Monday 28 <i>in lieu</i> Boxing Day	Tuesday 29 <i>in lieu</i> Labour Day	Wednesday 30 <i>in lieu</i> Show Day	Thursday 31 <i>in lieu</i> Cup Day	Friday 1 New Year's Day	Saturday 2
Sunday 3	Monday 4 Re Open	Tuesday 5	Wednesday 6	Thursday 7	Friday 8	Saturday 9

LA TROBE UNIVERSITY COLLECTIVE AGREEMENT 2018

Signed for and on behalf of

LA TROBE UNIVERSITY

Melbourne, Victoria 3086



Professor Keith Nugent, Acting Vice-Chancellor

In the presence of



Date: 27/3/2018

Print name: ROSSLYN BALL

Signed for and on behalf of


THE NATIONAL TERTIARY EDUCATION INDUSTRY UNION

120 Clarendon Street, South Melbourne, Victoria, 3205



Graham McCulloch, General Secretary

In the presence of



Date: 26/03/2018

Print name: Clare Danaher

Date: 26/03/2018

SCHEDULE 11 - COVID-19 MEASURES

PART 1: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of this Schedule is to give effect to the National Jobs Protection Framework for the University, its employees and NTEU to respond to the impact of COVID-19. The Framework recognises that:
- 1.1.1 on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus;
 - 1.1.2 as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction;
 - 1.1.3 the response to the impact of COVID-19 in some ways will be short-term and others long-term;
 - 1.1.4 the University has suffered a significant financial detriment as a result of the impact of COVID-19;
 - 1.1.5 all staff are integral to the delivery of the University's goals; and
 - 1.1.6 special provisions are needed for maintaining employment of employees affected by the impact of COVID-19.
- 1.2 This Schedule is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU (but the Memorandum of Understanding is not incorporated into this Schedule).
- 1.3 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of the impact of COVID-19 on the University.

2. Operative parts

- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement in writing of the University and NTEU. No such extension can apply beyond 31 December 2021.
- 2.3 Any such agreed extension(s) or foreshortening(s) shall be notified in writing to the Fair Work Commission and Employees within seven (7) days of that agreement being reached.
- 2.4 This Schedule does not alter the nominal expiry date of the Agreement.
- 2.5 The terms of this Schedule shall prevail over the terms of the remainder of the Agreement, but only to the extent of any inconsistency.
- 2.6 An employee who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, shall be deemed to have accepted such a reduction pursuant to the terms of this Schedule and shall have the entitlements attached thereto.
- 2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and

the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Restorations upon expiry of this Schedule

- 2.8 Upon the expiry of this Schedule, all rates of pay and fractions will be restored prospectively, and service shall be calculated, as if this Schedule and measures taken under it never had effect. An employee whose role or duties has changed as a result of the operation of this Schedule will return to perform the duties or role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that an employee would have been entitled to had this Schedule never come into effect.

Application

- 2.9 Subject to this Part, the cost savings provisions in Schedule 11 apply to all staff members covered by the Agreement, including staff members employed on senior staff performance based contracts under clause 14 of this Agreement (**Senior Staff Contracts**) and applies notwithstanding clause 14.3 of the Agreement.
- 2.10 For the avoidance of doubt, for staff members employed on Senior Staff Contracts:
- 2.10.1 any future salary increases will continue to be in accordance with the provisions of their Senior Staff Contract and the general increases under clause 21.1 in the body of this Agreement continue to not apply to them;
- 2.10.2 provisions in respect of probation, overtime, disciplinary action and termination/ redundancy procedures will continue to be in accordance with the provisions of their Senior Staff Contract rather than this Agreement; and
- 2.10.3 all Senior Staff Contracts that apply at the commencement of this Schedule remain valid and apply as Senior Staff Contracts, including if the salary and loadings payable to the staff member fall below the threshold in clause 14.4 of the Agreement by operation of Schedule 11.
- 2.11 This Schedule does not apply to any employees employed in the La Trobe Biosciences Research Centre (**AgriBio**) covered by Schedule 8 of the Agreement.
- 2.12 A notice/direction under this Schedule will prevail over any provision in a staff member's employment contract. Where the University gives notice of a measure to a staff member in accordance with clauses in Parts 4, 5 and/or 6 of Schedule 11, the notice will apply to the staff member's employment and have the effect stated in Schedule 11 and bind the staff members and the University. The notice and its effect will prevail over any provision in a staff member's employment contract and apply notwithstanding any provisions in an employment contract that may otherwise have obliged the University to maintain the staff member's terms and conditions (including any higher contractual salary entitlements) that applied at the time the notice is given.

PART 2: JOB PROTECTION MEASURES

3. Stand down

- 3.1 The purpose of this clause is to ensure employees who might otherwise be stood down without pay as a result of COVID -19 are not stood down. It does not limit stand down for causes that are unrelated to COVID-19 under clause 3.2, where an employee could have been stood down under the FW Act.
- 3.2 Where an employee cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the

employee down (i.e. where an employee could have been stood down under the FW Act), but only if that cause is not related to or arising from COVID-19.

- 3.3 The University does not intend to exercise any right to stand down an employee for any cause related to or arising from COVID-19. If circumstances exist such that an employee could be stood down under the Act because of a reason related to or arising from COVID-19, any such stand down would require prior agreement of the NTEU and the relevant employee.

- 3.4 For the avoidance of doubt, this clause replaces the power to stand down employees provided by s 524 of the FW Act.

4. Allocation of work

- 4.1 This clause governs only:

4.1.1 the allocation of work to retain casual employees and the allocation of positions to retain fixed-term employees in employment; and

4.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of employees;

and does not govern the selection process for a vacant continuing position.

- 4.2 Where there is no work or insufficient work available for a continuing or fixed-term employee, the University will seek to identify other work for that employee to perform. Within this process, available work will be assigned first with a view to preventing compulsory redundancy. This allocation of work for this purpose shall take precedence over the allocations described in clauses 4.3 to 4.6.

- 4.3 Where there is work required to be performed and that work was usually performed by a casual employee who had been regularly employed by the University and the employee had a reasonable expectation that they would continue to be employed by the University, then the casual employee will continue to be engaged to perform that work. Where such a casual employee suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the employee will have first order of preference to resume that work upon it becoming available again.

- 4.4 Where there is work required to be performed and that work was usually performed by a fixed-term employee, and the employee was not subject to any formal disciplinary procedures, the employee shall be offered a new contract if their contract comes to an end. Where a fixed-term employee is not offered a further contract as a result of the impact of COVID-19, and the employee was not subject to any formal disciplinary procedures, the employee will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.

- 4.5 For the purposes of this clause, a casual employee includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.

- 4.6 Subject to clauses 4.2 to 4.5 nothing in clause 4 prevents the University from making staff allocation and selection decisions.

- 4.7 Allocation of work under this provision will not of itself change the employee's employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

5. Redeployees

- 5.1 In the filling of vacancies, redeployees have first preference, and then all other employees (including casuals) are to be considered according to the University's existing merit-based selection procedures.

6. No new external appointments

- 6.1 No external appointment will be made whilst this Schedule is in effect except as follows:
- 6.1.1 professorial appointments; or
 - 6.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or
 - 6.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment shall be reported to the CTMC; or
 - 6.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or
 - 6.1.5 a person referred to in clause 4.
- 6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to employees and employment by the University, whether or not that employment is covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

- 7.1 An employee who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks' paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.
- 7.2 An employee, other than an employee described in clause 7.1, will be entitled to up to two weeks' paid leave (without deduction from other leave credits) if:
- 7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or
 - 7.2.2 where in order to perform caring duties for a person for whom carers' leave applies is required to isolate on medical advice or the advice of health authorities; and
 - 7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.
- 7.3 This entitlement shall be subject to the provision of reasonable evidence.
- 7.4 The entitlements under clauses 7.1 and 7.2 shall also be extended to casual employees as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as employees entitled to personal leave.
- 7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Domestic and Family Violence protections

- 8.1 The parties recognise that the impact of COVID-19 has created particular problems for employees experiencing domestic and family violence.
- 8.2 Employees who experience domestic and family violence during the operation of this Schedule will be entitled to 5 days' paid domestic and family violence leave, such leave is in addition to any other domestic and family violence leave entitlements contained in the Agreement.

9. Employees at higher risk

- 9.1 Recognising the higher risk of COVID-19 faced by various groups of employees, the University will, wherever possible, facilitate periods of working from home beyond those mandated for this purpose for:
- 9.1.1 Aboriginal and Torres Strait Islander staff; and
- 9.1.2 other employees in high risk groups (such as defined by the Australian Government Department of Health).
- 9.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of 9.1.2.

10. Employee performance evaluation

- 10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all employees when undertaking any performance evaluation, or managing performance of any employee.

11. Probationary employees

- 11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the employee or the University. Any changes to targets must be agreed to by the employee.

12. Recovery of expenses

- 12.1 Where the employee has incurred costs to enable the employee to perform their job role in response to the impact of COVID-19, the University will reimburse the employee the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the employee's job or would have been incurred by the employee regardless of their role with the University.
- 12.2 The employee should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work-related items. Approval will not be unreasonably refused.

13. Superannuation

- 13.1 Where any measure implemented as a consequence of the impact of COVID-19 on university operations would result in a reduction of employer superannuation payments (whether voluntary or otherwise), the University will pay employer contributions, and submit salary and time fraction data to the employee's superannuation fund (where required), as if this Schedule was not in operation.
- 13.2 Where an employee's salary would have increased but does not because of the operation of:
- 13.2.1 deferral of a pay rise and/or service-related incremental pay increase within a classification, under clause 20 of this Schedule; or

13.2.2 the deferral of salary increase arising from promotion or reclassification, under clause 23 of this schedule,

the University will pay employer superannuation contributions in respect of those deferred salary amounts, as if this Schedule was not in operation.

- 13.3 Where an employee is making employee contributions under the rules of a defined benefit fund of which they are a member, and where any measure would result in a reduction of employee superannuation payments (whether voluntary or otherwise), the employee will, subject to circumstances of financial hardship, pay employee contributions as if this Schedule was not in operation in alignment with the contributions made and superannuation data submitted by the University under clause 13.1 above. Where any part of the employee contributions are deferred due to financial hardship, the University will advise the employee of the potential for a scheme of arrangement to be entered into between the employee and the superannuation scheme to ensure that the required employee contributions are fully paid no later than 2 years following the expiration of this Schedule. The University will facilitate the employee's application to the relevant superannuation scheme.
- 13.4 An employee who is a member of an accumulation plan may continue to make employee contributions under the rules of the scheme to which they are a member. Such an employee may also elect to reduce their employee contributions by such amount as they determine.

PART 4: CHANGES TO CONDITIONS

14. Introduction

- 14.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. Change to duties

- 15.1 By giving two weeks' notice, the University may direct employees to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the employee's skill level and competency and it is safe to do so.
- 15.2 These may be higher-level or lower-level duties, but the employee's pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that an employee shall not at any time be paid at a rate less than that which would apply to that work under the relevant Award.
- 15.3 The consultation and managing change provisions of the Agreement (including in this Schedule and in the body of the Agreement) do not apply to these temporary assignments.
- 15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another employee in order to make up a shortfall in the load of the latter employee.

Academic workload

- 15.5 The existing academic workload clauses in the Agreement continue to apply, subject to the following.
- 15.6 To the extent that an employee is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the employee in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic employee's workload for the year.
- 15.7 An employee whose fraction is reduced voluntarily in accordance with clause 16 will have a commensurate reduction in workload.

- 15.8 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the employee to prepare for the change in workload allocation.
- 15.9 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.
- 16. Employee-initiated change to hours of work and leave**
- 16.1 An employee who is working from home may apply for one or more of the following flexible working arrangements:
- 16.1.1 for professional staff, a change to their start and finish times that may be outside the span of hours to suit their personal and/or family circumstances (any such employee-initiated change will not attract overtime rates);
- 16.1.2 a reduction in fraction; and/or
- 16.1.3 purchase of extra leave with a consequent reduction in pay (e.g. under a 48/52 scheme).
- 16.2 A change to hours requested for the purpose of caring responsibilities can be made in accordance with carer's flexibility arrangements.
- 16.3 A change to hours requested for personal circumstances, other than caring responsibilities, can be made through an individual flexibility agreement.
- 17. Impact on service**
- 17.1 A break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART 5: TEMPORARY CHANGES TO PAY

18. Introduction

- 18.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to change an employee's pay.

19. Temporary reductions to salary and allowances

- 19.1 If the University is declared to be in Category A and has not been notified under clause 29.6 that it no longer meets the Category A threshold, the University may implement any of the below to an amount equivalent to a maximum total of 10% of an employee's salary in any given pay period:
- 19.1.1 deferral of the date of effect of pay rises and/or salary point increments (as outlined in clause 20);
- 19.1.2 temporary reduction in salary, to a maximum of 5% of the salary above \$30,000 (as outlined in clause 21).
- 19.2 If the University is declared to be in Category B and has not been notified under clause 29.6 that it no longer meets the Category B threshold, the University may implement any of the below to an amount equivalent to a maximum total of 15% of an employee's salary in any given pay period:

- 19.2.1 deferral of pay rises and/or salary point increments (as outlined in clause 20);
- 19.2.2 temporary reduction in pay, to a maximum of 10% of the salary above \$30,000 (as outlined in clause 21).
- 19.3 For the purpose of this Part, salary means salary and allowances or loadings (howsoever described) other than allowances that constitute a reimbursement of expenditure or are discretionary payments.
- 19.4 Any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.

In calculating the reduced salary, the comparator is against the salary of the given pay period the employee would have received had this Schedule never come into effect.

20. Deferral of pay rises and incremental progression

- 20.1 This clause applies to:
 - 20.1.1 any increase in salary or rate of pay due to an employee pursuant to a term of the Agreement setting salaries generally for employees; and
 - 20.1.2 any service-related incremental pay increase within a classification (howsoever called) due to an employee pursuant to a term of the Agreement.
- 20.2 If the University is declared to be in Category A or Category B, then the University by notice to employees may defer the date of effect of any increase under clause 20.1 above for a period within the duration of this Schedule, until the expiry of this Schedule or the University is no longer in either category and is notified of that under clause 29.6, whichever comes first.
- 20.3 Deferral under clause 20.2 includes ceasing and deferring the salary increase under clause 21.2(d) in the body of the Agreement (being 1.6% on the first full pay period on or after 1 July 2020) by written notice to employees if that increase has been paid before the commencement of the operation of this Schedule. Such deferral is not part of any salary reduction under clause 21. In such circumstances, employees will not be required to repay any money received as a consequence of that salary increase having been paid prior to this Schedule commencing.
- 20.4 This clause does not apply to casual employees.

21. Temporary salary reductions

- 21.1 Subject to the conditions set out in clause 19, the University may implement a generalised temporary salary reduction in accordance with this clause.
- 21.2 The University may implement, by giving two weeks' notice:
 - 21.2.1 if it is declared to be in Category A, a temporary reduction in pay in any given pay period, to a maximum of 5% of an employee's salary, for which the first \$30,000 (per annum) shall be exempt;

(for example, an employee on \$100,000 per annum where the University is in Category A, the maximum reduction is \$3,500 per annum and their temporarily reduced salary would be \$96,500 per annum).
 - 21.2.2 if it is declared to be in Category B, a temporary reduction in pay in any given pay period, to a maximum of 10% of an employee's salary, for which the first \$30,000 (per annum) shall be exempt.

- 21.2.3 For the purposes of Clauses 19.1 and 19.2, the \$30,000 exempt amount shall be disregarded. For example, if a 5% salary reduction is imposed in accordance with clause 21.2.1 or 21.2.2 it will be regarded as a 5% reduction for the purposes of clauses 19.1 and 19.2 notwithstanding the 5% reduction doesn't apply to the \$30,000 exempt amount.
- 21.3 The University may not direct a salary reduction under this clause 21 for any period in respect of which a staff member employed on a Senior Staff Contract has voluntarily agreed to a greater salary reduction than could be applied under this clause.
- 21.4 The salary reduction will not apply to an employee who is employed on a casual basis.
- 22. Extreme hardship**
- 22.1 The University must allow for individual exceptional circumstances of extreme hardship.
- 22.2 Where an employee would experience extreme hardship in individual exceptional circumstances as a result of the application of clauses 20 or 21 they may make an application to the Director of Human Resources (or equivalent) or a nominee.
- 22.3 The application will specify the circumstances that are individual to the employee and how they will result in extreme hardship. An application made in accordance with this clause will be considered expeditiously (but no more than seven (7) working days). If the University rejects an application, it must provide written reasons for their decision.
- 23. Promotion and reclassification**
- 23.1 The date of effect for the increase in salary arising from a promotion or reclassification (at the employee's initiative) shall be the date no earlier than the day after this Schedule ceases to apply or the University is no longer in either Category A or B and is notified of that under clause 29.6, whichever comes first.

PART 6: DIRECTIONS TO TAKE LEAVE

24. Recreation leave

- 24.1 The University may direct an employee to take recreation leave on two weeks' notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.
- 24.2 The employee is entitled to retain a minimum 10 days balance, unless the Agreement allows for a lower minimum balance to remain.
- 24.3 The leave must be taken at a time that is agreed, but within two months of the direction.
- 24.4 Leave will not be directed to be taken at a time when the employee otherwise has unavoidable work obligations (e.g. grant applications).
- 24.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 24.6 By agreement with the University, an employee may choose to take an extended period of annual leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART 7: CHANGE MANAGEMENT

25. Change management

- 25.1 This clause does not apply to the temporary reassignment of duties under clause 15 or stand downs under clause 3 or change management processes commenced in accordance with the

Agreement prior to the commencement of this Schedule. Any change management process commenced in accordance with the Agreement prior to the commencement of this Schedule and implementation of the actions and measures identified in that change process will continue to be governed solely by the clauses in the body of the Agreement and not by this Schedule.

- 25.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected employees about the change.
- 25.3 In coming to agreement, the CTMC will take into account:
- 25.3.1 any urgency created by the impact of COVID-19;
- 25.3.2 the scale of the change (including, without limitation, the number and nature of employees who will be affected by the change, the level to which the affected employees will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 25.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 28.17.
- 25.5 Any consultation process determined under clause 25.2 or 25.4 above must involve the University providing information to the employees and NTEU about the change, and invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the employees about the impact of the change. An affected employee must be able to appoint a representative for the purpose of the consultation. For a change to the employee's regular roster or ordinary hours of work, the Agreement term will apply.

PART 8: TERMINATION OF EMPLOYMENT

26. Termination pay

- 26.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the employee's final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken).

27. Redundancy

- 27.1 During the life of this Schedule there will be no involuntary redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.
- 27.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 25 must occur.

When a redundancy may occur

- 27.3 The University may only make employees involuntarily redundant in the following circumstances:
- 27.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 27.4 which results in the work no longer being required to be performed by anyone; or
- 27.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of employees, in accordance with clause 27.5

Redundancy following permanent abolition of a substantial work function or campus closure

27.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make an employee involuntarily redundant where:

- 27.4.1 the employee's work is no longer required to be performed by anyone;
- 27.4.2 the University has sought to redeploy the employee. In exploring redeployment, the University will ensure the employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the employee or which the employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an employee shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
- 27.4.3 the University has explored with the employee other measures that may be taken to avoid termination; and
- 27.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of employees

27.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of employees, the University must only make an employee involuntarily redundant where it has:

- 27.5.1 identified the number of surplus employees;
- 27.5.2 offered a voluntary redundancy to all affected staff. The University must allow all those who volunteer to separate, unless the employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 27.5.3 will apply);
- 27.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select employees for involuntary redundancy, either as a result of too few people volunteering or too many people volunteering;
- 27.5.4 sought to redeploy the employee. In exploring redeployment, the University will ensure the employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the employee or which the employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an employee shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
- 27.5.5 explored with the employee other measures that may be taken to avoid termination; and
- 27.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

27.5.7 Nothing in clause 27.5 shall prevent multiple units or functions being dealt with simultaneously.

27.6 For the purpose of clause 27.5, permanent insufficiency of work refers to where the insufficiency is reasonably likely to extend beyond at least twelve months.

Voluntary separation packages

27.7 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.

27.8 The University must allow all those who volunteer to separate, unless the employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function and will make a voluntary redundancy payment as follows:

27.8.1 for continuing staff members to whom clause 32 of the Agreement applies, a voluntary separation payment equal to the redundancy payment calculated in accordance with clause 32 of the Agreement; and

27.8.2 for fixed-term staff members, where the staff member has 12 months or more remaining prior to the expiry date of their fixed-term contract, a voluntary redundancy payment equal to the amount calculated in accordance with the scale set out at clause 13.3(c)(i) of the Agreement.

Redundancy pay

27.9 Whilst this clause 27 sets out the circumstances and processes in which redundancies can occur, to the exclusion of the applicable clause in the Agreement (being clause 32 in the body of the Agreement) and sets out the approach and payments for voluntary separation packages, this Schedule does not otherwise affect the calculation of the quantum of redundancy or like payments, or provisions relating to notice periods as governed by the Agreement.

PART 9: COMMITTEES

28. COVID-19 Temporary Measures Committee

28.1 This clause establishes the COVID-19 Temporary Measures Committee (the **CTMC**).

28.2 The CTMC shall consist of three nominees of the University and three nominees of NTEU.

28.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule.

28.4 The function of the CTMC are those assigned to it under the terms of this Schedule, and to:

28.4.1 be provided with information relevant to the operation of this Schedule;

28.4.2 oversee the implementation of the Schedule;

28.4.3 carry out its functions in relation to change proposals in accordance with clause 29;

28.4.4 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clause 28.13 to 28.16.

28.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part 10 or which cost-saving measures the University may implement.

28.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

- 28.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

- 28.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

- 28.9 NTEU nominees on the CTMC who are University employees will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.
- 28.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

- 28.11 In addition to holding meetings with employees, members of the CTMC may consult by Email List with employees in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.
- 28.12 Employees shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

- 28.13 This clause governs:
- 28.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;
- 28.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.
- 28.14 These procedures shall apply to any dispute raised by an employee, Union or the University to which the University is a party.
- For the avoidance of doubt, the dispute settling clause of the Agreement shall not apply to a matter arising under this Schedule, or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.
- 28.15 Any dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within 5 working days, the dispute may be referred by either party to an Arbitrator for resolution.
- 28.16 An employee may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

- 28.17 Wherever this Schedule refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 28.18 to 28.25.

- 28.18 By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel.
- 28.19 Members of the Arbitration Panel must be independent of the University, employees and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.
- 28.20 The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.
- 28.21 The dispute will be arbitrated in one of the following ways:
- 28.21.1 with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or
 - 28.21.2 with the agreement of the parties, by final offer arbitration; or
 - 28.21.3 by hearing.
- 28.22 Where the dispute is to be heard, the following apply:
- 28.22.1 the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;
 - 28.22.2 the Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 28.23;
 - 28.22.3 the CTMC may agree such other powers and procedures as may be necessary.
- 28.23 The dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).
- 28.24 No person bound by the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.
- 28.25 Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision. The Arbitrator's published decision must not include commercial in confidence or confidential material, or the personal or health information of any person without that person's prior consent.

29. Expert Assessment Panel

- 29.1 Before accessing any cost-saving measures in Parts 4, 5 and 6 of this Schedule, available to a university in Category A or Category B, the University must satisfy the Expert Assessment Panel (**EAP**) that the relevant Category threshold referred to in Part 10 of this Schedule has been met, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:
- 29.1.1 a cut in senior executive salaries higher than that borne by employees;
 - 29.1.2 reduction in capital works;
 - 29.1.3 reduction in travel;
 - 29.1.4 debt capabilities;

- 29.1.5 drawing on cash reserves;
- 29.1.6 drawing on investments.
- 29.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.
- 29.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 29.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 29.5 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.
- 29.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that the University no longer meets the category threshold previously determined, the EAP will give reasonable notice to the University that it is not eligible to access the particular costs savings measures attaching to the category prospectively.
- 29.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.
- 29.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART 10: DETERMINING THRESHOLDS

30. Introduction

- 30.1 The University may access the cost-saving measures contained in Part 5 once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

31. Categories

- 31.1 The University is in Category A if the following metrics are met:
 - 31.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
 - 31.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or
 - 31.1.3 it meets one of the metrics as identified below as it relates to Category B.
- 31.2 The University is in Category B if the following metrics are met:
 - 31.2.1 it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); and

31.2.2 it has a core operating cash flow margin of 3.0% or less.

31.3 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.

31.4 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes

[1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]

[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

31.5 During the life of this Schedule, the University may move from one Category (or no category) to another Category (or no category) upon declaration of the EAP.

PART 11: INTERPRETATION

32. Interpretation

32.1 Headings are to be used as a guide to interpretation.

32.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.

32.3 Reference to the singular is a reference to the plural and vice versa.

33. Definitions

33.1 The following definitions apply to terms contained in this Schedule.

33.1.1 **Agreement:** the La Trobe University Collective Agreement 2018;

33.1.2 **Arbitrator:** person appointed under clause 28.20;

33.1.3 **Award:** either the *Higher Education Industry – Academic Staff – Award 2020* or *Higher Education Industry – Professional Staff – Award 2020*, as applicable;

33.1.4 **Category A:** see clause 31.1 of this Schedule;

33.1.5 **Category B:** see clause 31.2 of this Schedule;

33.1.6 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;

33.1.7 **COVID-19 Temporary Measures Committee (or CTMC):** see clause 28 of this Schedule;

- 33.1.8 **Email List:** a bulk email address provided by the University which does not disclose the email addresses of individual employees;
- 33.1.9 **Expert Assessment Panel (or EAP):** refer to clause 29 of this Schedule;
- 33.1.10 **FW Act:** the *Fair Work Act 2009* (Cth);
- 33.1.11 **Involuntary redundancy:** where the employee has not accepted an offer of voluntary redundancy and is unable to be redeployed;
- 33.1.12 **Memorandum of Understanding:** the MOU signed by the NTEU and the University;
- 33.1.13 **NES:** is Part 2-2 of the FW Act;
- 33.1.14 **NTEU:** National Tertiary Education Industry Union;
- 33.1.15 **a Representative:** means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or employee of NTEU, or an officer or employee of an employer association;
- 33.1.16 **the University:** La Trobe University;
- 33.1.17 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;
- 33.1.18 **voluntary redundancy:** where employees volunteer for redundancy;
- 33.1.19 **workplace change:** means a change to an employee's roster or ordinary hours of work initiated by the University, or a workplace change that is likely to have a significant effect on employees. **Significant effects** include:
- 33.1.19.1 the termination of the employment of employees;
 - 33.1.19.2 changes to the composition, operation or size of the University's workforce or skills required of employees;
 - 33.1.19.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
 - 33.1.19.4 the need to retrain employees;
 - 33.1.19.5 outsourcing of work; and
 - 33.1.19.6 restructuring and/or relocation of work units, but does not include a temporary change to duties in accordance with clause 15.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/1205

Applicant:

La Trobe University

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, **Linda Robertson**, Director, Workplace Relations & Safety for La Trobe University give the following undertakings with respect to the *La Trobe University Collective Agreement 2018* ("the Agreement"):

1. I have the authority given to me by Professor John Dewar, Vice-Chancellor, to provide this undertaking in relation to the application before the Fair Work Commission.

Representative for disputes and consultation

2. Notwithstanding the definition of Representative in clause 3, for the purposes of clauses 9 and 10 of the Agreement an employee may appoint any representative of their choice.

Severance and redundancy payments

3. In applying clause 13.3, the University will ensure that the severance paid to a staff member under 13.3 will be no less than the amount of severance that the staff member would be entitled to receive if the relevant Award provision applied.
4. In applying clause 32.5 of the Agreement, the University will, in respect of employees with more than 1 year but less 2 years' service, ensure that the employee receives a termination payment upon termination for reasons of redundancy that exceeds the minimum payments required under the National Employment Standards.

Public Holiday payments

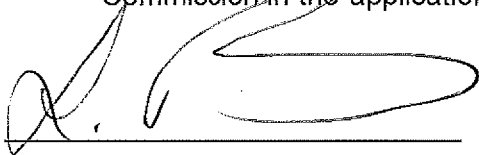
5. The University will not apply clause 37.7 of the Agreement.

Apprenticeship and trainee rates

6. The University will ensure that adult apprentices and trainees employed under the agreement will be paid at a rate not less than the rate provided in the *Higher Education Industry - General Staff - Award 2010* or other modern award as applicable from time to time.

Long service leave at double pay for half period

7. Notwithstanding clauses 44.3(e) and 44.4(b) of the agreement, the University will not make any payments in lieu of accrued long service leave entitlements (and therefore will not permit staff to take half the period on double the rate of pay). This does not affect payments for long service leave upon termination of employment, where applicable.
8. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large, sweeping loop that ends in a horizontal stroke.

Signature

25 JUNE 2018

Date

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("**FW Act**")

Matter number:

AG2020/1838

Employer:

La Trobe University (**Employer**)

Application:

Section 210 – Application for approval of a variation to the La Trobe Collective Agreement 2018 (**Agreement**)

Authorised representative:

Regan Sterry
Director, Workplace Relations and Safety

Undertaking- Section 212

For and on behalf of the Employer, I, Regan Sterry:

1. Declare that I have authority to give this undertaking on behalf of the Employer.
2. Understand that each undertaking is to be taken to be a term of the Agreement
3. Give the following undertakings with respect to the Agreement
 - a. With respect to the NES precedence clause at clause 2.7 of Schedule 11, the University undertakes to apply that clause beyond the expiry of Schedule 11 for the duration that the Agreement is in operation.
 - b. With respect to clause 44.1 of the Agreement, the University undertakes that staff members will be entitled to long service leave on a pro rata basis after 7 years of continuous service.
 - c. For the purpose of section 196 of the FW Act, a shiftworker to whom clause 59.6 of the Agreement applies is a shiftworker for the purposes of the National Employment Standards.
 - d. If a staff member is engaged to work non-rotating night shifts, they will be paid a 30% penalty rate consistent with clause 23.2 of the *Higher Education Industry – General Staff – Award 2020*.
 - e. With respect to clause 3 of Schedule 5, where a Library staff member is engaged to perform shift arrangements, they will not be rostered such that their shift will finish after 6pm and before 9pm.

Date signed:	3 July 2020
For and on behalf of the Employer by: [In accordance with s.212 of the FW Act]	Ms Regan Sterry, Director Workplace Relations and Safety
Signature:	