

ENTERPRISE AGREEMENT 2023

Our People. Our University. Our Future.



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PART A — INTRODUCTION



1. Title and Operation

- 1.1 This **Agreement** will be known as the La Trobe University Enterprise Agreement 2023.
- 1.2 The **Agreement** will commence operation 21 days after its approval by the Fair Work Commission. The nominal expiry date of this **Agreement** is 31 March 2026.
- 1.3 No later than 31 January 2026, the **University** and the **NTEU** will hold discussions about when negotiations for a new enterprise 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 The **Parties** to this **Agreement** are:
 - (a) the **NTEU**;
 - (b) La Trobe University; and
 - (c) all employees of La Trobe University excluding the Vice-Chancellor and **Senior Executives**.
- 2.3 While this **Agreement** is in operation no other award or enterprise agreement provisions apply to **staff** covered by this **Agreement**, unless specifically stated in this **Agreement**.
- 2.4 If, prior to the commencement of this **Agreement**, one of the following processes from the previous **2018 Agreement** had already commenced, then the **University** will continue to apply the process from the previous **2018 Agreement** until the process is concluded (clause references below are to the **2018 Agreement**):
 - (a) Academic probation review and appeal processes under clause 19;
 - (b) Processes dealing with allegations of underperformance and/or misconduct and/or serious misconduct (including breaches of the research code), including decisions and reviews, under clauses 33 and 34;
 - (c) Review of unreasonable workloads under subclauses 7.3 and 50.23;
 - (d) Appeals against classification under subclause 56.5;
 - (e) A dispute under clause 10;
 - (f) A grievance under Schedule 7; and/or
 - (g) A proposal to introduce major change under clause 9.
- 2.5 In interpreting this **Agreement**:
 - (a) if reference is made in this **Agreement** to a task, duty, role or responsibility to be fulfilled or undertaken by a person in a particular position, the task, duty, role or responsibility may be fulfilled or undertaken by that person's nominee or person acting in that position or a successor position;
 - (b) all **staff** are subject to the **University's** policies and procedures as amended from time to time. However, the **University's** policies and procedures are not incorporated into and do not form part of this **Agreement**. To the extent of any inconsistency between a policy or procedure and a term of this **Agreement**, the term of this **Agreement** will prevail;
 - (c) this **Agreement** contains examples. The examples are provided for guidance and to assist with interpretation of the **Agreement** and are not operative provisions; and
 - (d) defined terms have been bolded when used throughout the **Agreement** to help with understanding the meaning of the clause per Schedule 10 on page 168 of this **Agreement**.

3. National Employment Standards

The provisions of this **Agreement** are to be read in conjunction with the National Employment Standards (**NES**) to the extent that if this **Agreement** provides a lesser entitlement than the **NES**, the **NES** will apply.

PART B — GENERAL CONDITIONS



4. Agreement Flexibility

- 4.1 The **University** and a **staff** member 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 **staff** member to fall outside the span of hours in subclause 34.2 provided that the flexibility arrangement must specify alternative ordinary hours of work for that **staff** member and that clause 37 (Overtime – **Professional Staff**) will apply, in which case, the flexibility arrangement must specify alternative ordinary hours of work; or
 - (ii) allowances;
 - (b) the arrangement meets the genuine needs of the **University** and the **staff** member in relation to one or more of the matters mentioned in paragraph (a) above; and
 - (c) the arrangement is genuinely agreed to by the **University** and the **staff** member.
- 4.2 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 **staff** member being better off overall than the **staff** member would be if no arrangement was made.
- 4.3 The **University** must ensure that:
- (a) agreement to an individual flexibility arrangement is not a precondition of employment, reclassification or promotion;
 - (b) agreement to an individual flexibility arrangement is made after a **staff** member has commenced employment with the **University**;
 - (c) the **staff** member is advised that they are entitled to have a **Representative** negotiate an individual 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
 - (d) the **staff** member and their **Representative** must have at least three (3) working days to consider the proposal.
- 4.4 The **University** must ensure that the individual flexibility arrangement:
- (a) is in writing, and where the **staff** member has limited understanding of English, the **University** will take reasonable steps to ensure that the **staff** member understands the proposal; and
 - (b) includes the name of the **University** and **staff** member; and
 - (c) is signed by the **University** and **staff** member and if the **staff** member is under 18 years of age, signed by a parent or guardian of the **staff** member; 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 **staff** member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 4.5 The **University** must give the **staff** member a copy of the individual flexibility arrangement within 14 days after it is agreed to and retain a copy as a time and wages record.
- 4.6 The **University** or **staff** member may terminate the individual flexibility arrangement:
- (a) by giving 28 days' written notice to the other party to the arrangement; or
 - (b) if the **University** and **staff** member agree in writing – at any time.

5. Indigenous Australian Employment

- 5.1 The **University** will maintain an Indigenous Australian Strategy, which includes a strategy for the employment and retention of Indigenous Australian **staff**.
- 5.2 The **Parties** recognise that a supportive working environment for Indigenous Australian **staff** requires the redress of racism, social injustice, exploitation and employment inequity and recognises the principles of social and restorative justice and cultural affirmation.
- 5.3 The **University** will make best endeavours to increase its number of Indigenous Australian **staff** to at least 3% of the **University**'s total staffing population by the nominal expiry date of this **Agreement**, equivalent to 113 **staff** members. The **NTEU** commits to assisting the **University** to meet this target.
- 5.4 Should the **NTEU** form the view that the **University** is not making its best endeavours to reach the employment target, the **NTEU** can access the Dispute Resolution Procedures under clause 62 to attempt to resolve the matter.
- 5.5 For the avoidance of doubt, a failure to meet the target referred to in subclause 5.3 will only be regarded as a breach of this **Agreement** where it can be established that such a failure results from the **University** failing to take active measures to meet the target.
- 5.6 The **University** will develop and maintain an Indigenous Australian Cultural Safety Awareness and Capability training module that will be mandatory for continuing and fixed-term **staff** to undertake.
- 5.7 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, where appropriate, the Pro Vice-Chancellor (Indigenous)). Such panels will otherwise be constituted in accordance with established processes.

Cultural Leave

- 5.8 The **University** provides leave under this **Agreement** to support Indigenous Australian **staff** to fulfil their cultural, ceremonial or family obligations, including:
- (a) Indigenous Australian Leave (clause 48)
 - (b) Cultural or Religious Purposes Leave (clause 48)
 - (c) Indigenous Australian Kinship Carer's Leave (clause 45)
 - (d) Indigenous Australian Kinship Parental Leave (clause 46)

Indigenous Australian knowledge and expertise

- 5.9 The **University** recognises that Indigenous Australian **staff** bring specific knowledge and expertise to their position, which may include proficiency in Indigenous Australian languages. In addition to carrying out their duties and responsibilities as defined by their positions, Indigenous Australian **staff** members are often called upon to utilise their knowledge and expertise as a contribution to the **University** and other bodies of knowledge.
- 5.10 In acknowledging this, Indigenous Australian **staff** employed on a continuing or fixed-term basis may be entitled to an Indigenous Australian salary loading, in accordance with subclause 28.1.
- 5.11 Indigenous Australian **academic staff** may be entitled to an Indigenous Australian Service Allocation of 5% as part of their Academic Workload, in accordance with subclause 31.17(m).

Indigenous Australian Workforce Steering Committee

- 5.12 An Indigenous Workforce Steering Committee will monitor and support the provisions of this clause, including the **University**'s best endeavours commitment in subclause 5.3 to increase the number of Indigenous Australian **staff**. The Committee will be made up of **University staff**, Indigenous Australian **staff**, 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.

- 5.13 The Indigenous Workforce Steering Committee should report annually on the progress in achieving the objectives of the targets set by the **University**. The report should be made to the Vice-Chancellor, Pro Vice-Chancellor (Indigenous), Executive Director, Human Resources and the **NTEU** La Trobe Branch and be published on the **University** Intranet.

6. Intellectual and Academic Freedom

Intellectual Freedom

- 6.1 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, which includes the right of all **staff** to:
 - (i) Raise matters relating to alleged corrupt conduct or maladministration in accordance with **University** policy and applicable legislation; and
 - (ii) Participate in professional or representative academic bodies in their personal capacity or in their professional capacity with **University** approval.
- 6.2 **Staff** members must remain at all times subject to the law, terms of engagement and **University** Code of Conduct.

Academic Freedom

- 6.3 **Academic staff** members or **staff** members engaged in academic work are encouraged to contribute to public debate and discussion on matters relevant to their areas of specialist knowledge and expertise.
- 6.4 The **University's** *Protection of Freedom of Speech and Academic Freedom Policy* and the *Media Engagement and Public Utterances Policy* set out the **University's** commitments regarding the protection of freedom of speech and Academic Freedom for **academic staff** or **staff** engaged in academic work. The policies currently include the protection of freedom of speech, Academic Freedom and the freedom of **academic staff** or **staff** engaged in academic work to:
- (a) Pursue critical and open enquiry, teach, assess, research and to disseminate, discuss and publish the results of their research;
 - (b) engage in intellectual inquiry, to express their opinions and beliefs (including if these opinions are controversial or unpopular), and to contribute to public debate, in relation to their subjects of study and research;
 - (c) express their opinions in relation to the higher education provider in which they work or are enrolled;
 - (d) make lawful public comment on any issue in their personal capacities, without constraint imposed by reason of their employment by the **University**; and
 - (e) participate in professional and representative bodies, including industrial associations, community service organisations and legislative or governmental bodies and inquiries related to their subjects of study and research. The **University** will not tolerate harassment, unfair treatment, victimisation or retaliation against **staff** who exercise this capacity.
- 6.5 **Academic staff** members or **staff** engaged in academic work will not be taken to be exercising Academic Freedom where they engage in bullying, intimidation, harassment or vilification or unlawful discrimination.

- 6.6 Notwithstanding anything else in this **Agreement**, the exercise of Academic Freedom within the meaning of subclauses 6.4 and 6.5 will not constitute Misconduct or Serious Misconduct under clause 67 (Misconduct and Serious Misconduct).
- 6.7 If the **University** seeks to change the protections under the policies in subclause 6.4 such that they impact the protections under subclause 6.4(a) to (e) then the **University** will consult with the **NTEU** on the proposed changes. Such changes to these protections may only be made with the agreement of the General Secretary of the **NTEU**.

7. Gender Pay Equity Reporting

The **University** will review and publish remuneration data once in every twelve (12) month period to analyse and identify issues related to gender pay equity within the **University**.

8. Union Rights and Resources

- 8.1 The **University** will provide the **NTEU** La Trobe Branch with the following services and facilities free of charge:
- (a) an office space to accommodate two (2) 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 a **staff** member, upon request, with payroll deduction of union dues at no cost to the **staff** member or the **NTEU**.
- 8.3 The **University** will negotiate appropriate time release arrangements for elected union representatives.
- 8.4 Attendance at enterprise bargaining meetings as a **NTEU** negotiator, attendance at **University** policy committees as a **NTEU** representative/nominee or involvement in a formal consultation process within the **University** as a **NTEU** representative/nominee will be recognised as a contribution to the **University**.
- 8.5 The number of **NTEU** 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. Where **staff** are required to travel between a regional and metropolitan campus of the **University** to participate as an **NTEU** negotiator, reasonable travel or accommodation will be provided or, at the **University's** discretion, reimbursed.
- 8.6 The **NTEU** will be entitled to provide the **University** with materials about the **NTEU**, including a membership form, which the **University** will make available to new **staff** members via a link to the **NTEU** website from the **University's** Intranet.
- 8.7 The **University** will allow **elected NTEU representatives** and **NTEU workplace representatives** reasonable time to engage in **NTEU** National, Division or La Trobe Branch related activities during working hours provided these activities do not unduly interfere with their normal duties.
- 8.8 Where an absence from work is involved, prior notification will be given to the relevant **senior leader** or **supervisor**.
- 8.9 **Staff** members are entitled to reasonable union-related use of **University** provided email and web access. There will be no deliberate interference with email or web communication between **University staff** and **NTEU** offices or officers.

PART C — EMPLOYMENT UNDER THIS AGREEMENT



9. Mode of Employment

- 9.1 The **University** may employ a **staff** member on a continuing, fixed-term, **casual** or **Research Continuing** basis. Such employment (other than **casual employment**) may also be on the basis of:
- (a) full-time (in accordance with clause 16);
 - (b) part-time or fractional (in accordance with clause 17);
 - (c) part-year or annualised hours professional employment (in accordance with clauses 18); and/or
 - (d) academic and clinical practitioners (clause 14).
- 9.2 Upon engagement, the **University** will provide **staff** with an instrument of appointment that sets out the type of employment and terms of their engagement, including:
- (a) for **staff** other than **casual staff**, the classification level and salary of the **staff** member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
 - (b) for a fixed-term **staff** member, 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 will expire), and the fixed-term category that the **staff** member has been engaged under;
 - (c) for **casual staff** the duties required, the classification level and the rate of pay for each class of duty required;
 - (d) for any **staff** member 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.
- 9.3 Nothing in this **Agreement** will prevent a continuing or fixed-term **staff** member from engaging in additional work as a **casual** that is unrelated to or separate from the **staff** member's normal duties.
- 9.4 All **staff** are entitled to apply for internally advertised **University** positions.

10. Continuing Employment

Continuing Employment means all employment other than **Research Continuing Employment**, **Fixed-term Employment** or **Casual Employment**.

11 Fixed-term Employment

- 11.1 A **staff** member may be employed on a fixed-term basis. With the exception of subclause 11.7, this clause only applies to fixed-term contracts entered into after the Commencement Date of this **Agreement**.
- 11.2 Nothing in this **Agreement** requires the **University** to change the current term of the engagement of any **staff** member employed on a fixed-term or other limited term non-**casual** contract that was in place prior to the commencement of this **Agreement**.
- 11.3 A fixed-term **staff** member, other than an apprentice or trainee, who has a period of continuous service in a classification which has an incremental structure will be entitled to progress through that structure in the same way as a **staff** member with **continuing employment** in the same classification.
- 11.4 Subject to compliance with the **FW Act**, the use of **Fixed-term Employment** will be limited to the employment of a **staff** member under one or more of the following categories:
- (a) *Specific Task or Project*
The **University** may offer **Fixed-term Employment** to undertake a "specific task or project".
A "specific task or project" is:
 - (i) a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame; and/or
 - (ii) a period of employment provided for from **contingent funding**, where the **contingent funding** is at least 50% of the funding for the position.

(b) *Research*

The **University** may offer **Fixed-term Employment** to undertake 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 will 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 **staff** member requests a shorter contract.

Upon appointment to a research only position under this subclause, the **University** will advise the **staff** member 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 Staff Member*

The **University** may offer **Fixed-term Employment** to a "replacement **staff** member". "Replacement **staff** member" means employment of a **staff** member:

- (i) to undertake the work activity of a full-time or part-time **staff** member for a definable period for which the **staff** member is absent on leave or temporary secondment or transfer, or temporarily performing duties other than those of their substantive position, or temporarily working at a reduced time-fraction; or
- (ii) to perform the duties of a vacant position for which the **University** has made a definite decision to fill and has commenced recruitment action; or
- (iii) to perform the duties of a position where the substantive occupant of that position is performing higher duties pending the outcome of recruitment action initiated by the **University** and in progress for that higher duties position.

(d) *Recent Professional Practice Required*

The **University** may offer **Fixed-term Employment** where professional, commercial, clinical or vocational education will be undertaken by a person who has recent practical or commercial experience. For the purpose of this clause, practical or commercial experience will generally be considered as recent only when it has occurred in the five (5) year period prior to the appointment. **Staff** employed under this category may be engaged for a fixed period not exceeding five (5) years.

(e) *Pre-retirement Contract*

The **University** may offer a fixed-term "Pre-retirement contract" to a **staff** member who has declared their intention to retire. The period of employment for a fixed-term pre-retirement contract will not exceed five (5) years.

(f) *Post-retirement Contract*

The **University** may offer a fixed-term "Post-retirement contract" to a person who has formally retired from the workforce.

(g) *Student Employment*

The **University** may offer **Fixed-term Employment** to a person who is enrolled in the **University** as a student for work activity that is generally related to a degree/course the student is undertaking.

The **Fixed-term Employment** will:

- (i) be 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 awaiting their results;
- (ii) not exceed a total period of five (5) years; and
- (iii) not exceed an average time-fraction of 0.5 **FTE** during the **teaching periods** in which the student is undertaking their studies.

The **University** will not use this employment provision to avoid its obligation to engage **staff** in accordance with other modes of employment covered by this **Agreement**. No person will be encouraged or required to enrol as a student for the sole purpose of obtaining employment.

(h) *Apprenticeship or Traineeship*

The **University** may offer **Fixed-term Employment** to an apprentice or trainee employed under an apprenticeship or traineeship approved by a training authority, or a person employed under a special Commonwealth or State Government employment or training scheme. Specific conditions for apprentices and trainees are covered in Schedule 6 and Schedule 7 of this **Agreement**.

(i) *Early Career Development Fellowships*

- (i) The **University** may offer **Fixed-term Employment** to an **academic staff** member engaged in a teaching and research or research only academic position for a fixed-term period of two (2) years as an Early Career Development Fellowship (ECDF).
- (ii) Appointment to an ECDF will be restricted to persons who:
 - A. have been awarded a PhD or Professional Masters degree;
 - B. have performed casual teaching work for an Australian university.
 - C. are not currently employed on a continuing basis at an Australian university.
- (iii) Successful applicants will be selected from eligible candidates on academic merit.
- (iv) If a **staff** member reaches two (2) years' continuous employment in this category, at the conclusion of their **Fixed-term Employment**, the **University** will consider the **staff** member for conversion to **continuing employment** and will not unreasonably withhold offering appointment to **continuing employment**, subject to:
 - A. the **staff** member having performed satisfactorily throughout their employment;
 - B. the work being performed is substantially required to be performed;
 - C. the **staff** member otherwise meeting the requirement of a continuing **academic staff** member.

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

(j) *New Organisational Area*

- (i) The **University** may offer **Fixed-term Employment** in a newly established organisational area, about which there is genuine uncertainty for up to three (3) years prior to or from the establishment of any such area.
- (ii) For the purpose of this subclause a new organisational area will 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 subclause 11.4(j) above will be subject to the following conditions:
- A. should the position or substantially the same position occupied by the **staff** member continue beyond the maximum contract period (three (3) years) the **staff** member will, subject 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, they will receive the following severance payment on cessation of employment:
 - 1) For periods of **Fixed-term Employment** up to two (2) years: five (5) weeks' severance pay; or
 - 2) For periods of **Fixed-term Employment** between two (2) and three (3) years: seven (7) weeks' severance pay; and
 - 3) This subclause will replace any entitlement to severance pay provided for elsewhere in this **Agreement**.
 - C. Should a position not be offered under subclause 11.4(j)(iii)(B) above, upon request by the **staff** member, the **University** will, for three (3) 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) **staff** (or with the agreement of the **NTEU**, fewer **staff**) has been the subject of a decision by the **University** to discontinue that work within three (3) years, the **University** may offer **Fixed-term Employment** in that area provided that:

- (i) 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 three (3) year period, the **staff** member will be offered that work on a continuing basis; and
- (ii) should a position not be offered under subclause 11.4(k)(i) upon request by the **staff** member, the **University** will, for three (3) 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 subclause will not be to replace continuing positions with fixed-term positions.
- (ii) At the discretion of the **University**, 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 (unless otherwise provided for in this **Agreement**).
- (iv) Should the same or substantially the same position occupied by the **staff** member 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.

Termination of Fixed-term Employment

11.5 During the period of **Fixed-term Employment**, the **staff** member's employment may be terminated by the **University**:

- (a) during the **staff** member's probation period;
- (b) for performance and conduct issues in accordance with Clauses 67; 68; or 69;
- (c) in the case of contracts of twelve (12) months or more duration, for reasons of redundancy during the fixed-term in which case the **staff** member will be paid a redundancy payment equal to the redundancy payment calculated under subclause 66.7 or the balance of the fixed-term, whichever is the lesser.

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.

Notice of Expiry of Contract

11.6 The **University** will provide to a fixed-term **staff** member, other than a **staff** member described in subclauses:

- (a) 11.4(e) (Pre-Retirement Contract); or
- (b) 11.4(h) (Apprenticeship or Traineeship), six (6) weeks' written notice of the expiry of the contract.

11.7 Upon receipt of notice, the relevant **supervisor** and **staff** member will meet to discuss whether further employment is likely to be offered including any other potential future employment opportunities.

Right to Further Employment

11.8 This clause applies to all fixed-term **staff** unless either of the following circumstances apply:

- (a) the **staff** member is employed in accordance with one of the following subclauses:
 - (i) 11.4(a) (where employed under a Graduate Recruitment Program);
 - (ii) 11.4(e) (Pre-retirement Contract);
 - (iii) 11.4(f) (Post-retirement Contract);
 - (iv) 11.4(g) (Student Employment);
 - (v) 11.4(h) (Apprenticeship or Traineeship);
 - (vi) 11.4(i) (Early Career Development Fellowship);
 - (vii) 11.4(l) (Alternative to **Casual Employment**); or
- (b) proceedings under Clauses 67 (Misconduct and Serious Misconduct); 68 (Breaches of the Research Code); or 69 (Unsatisfactory Performance) have commenced against the **staff** member or disciplinary action has been taken.

11.9 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 **staff** member was employed in the position through a merit selection process; and
- (b) the **staff** member has performed satisfactorily in that position; and
- (c) in the case of a **staff** member employed pursuant to subclause 11.4(c) (Replacement **Staff** Member), the **staff** member will only be offered further employment if they have a minimum of 24 months' continuous service as a replacement **staff** member, and at the end of the current contract the work will not be performed by another existing **staff** member.

Severance Payment

11.10 A **staff** member is entitled to severance pay on the expiry of the **staff** member’s period of **Fixed-term Employment** in accordance with the following table where:

- (a) the **staff** member is employed in the fixed-term categories of “specific task or project” (subclause 11.4(a)) or “Research” (subclause 11.4(b)); and
- (b) the **staff** member has been employed for two (2) or more consecutive periods of **Fixed-term Employment**; and
- (c) the **University** has decided not to offer the **staff** member either employment for a further period of **Fixed-term Employment** or employment on a continuing basis.

| Period of continuous service | Severance 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’ pay |

11.11 Severance payments will not be made where the **staff** member:

- (a) declines an offer of reasonable employment;
- (b) resigns;
- (c) is employed on **contingent funding** and secures employment on the same or substantially similar terms with another organisation associated with the **contingent funding** of the position; or
- (d) the **University** advises a **staff** member in writing that further employment may be offered within six (6) 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 four (4) weeks from the expiry of the **Fixed-term Employment**.

Fixed-Term Contracts – Review Process

- 11.12 Where a **staff** member employed under a fixed-term contract entered into after 18 December 2009 believes that they were employed on a fixed-term basis contrary to the requirements of clause 9 (Mode of Employment) and clause 11 (**Fixed-term Employment**), the **staff** member may seek a review of their initial engagement 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.
- 11.13 Where it has been established under subclause 11.12 that the use of **Fixed-term Employment** was not properly established at the time of appointment in accordance with clause 9 (Mode of Employment) and clause 11 (**Fixed-term Employment**) above, the **University** will offer the **staff** member an appropriate appointment.

12. Casual Employment

- 12.1 The following clauses of this **Agreement** do not apply to **casual staff**:
- (a) clause 4 – **Agreement** Flexibility;
 - (b) subclause 11.4(h) – Apprentices and Trainees;
 - (c) clause 17 – Part-time and Fractional Employment;
 - (d) clause 20 – Probation;
 - (e) clause 26 – Salary Packaging;
 - (f) clause 34 – Hours of Work – **Professional Staff**;
 - (g) clause 35 – Flexi-Span Hours – **Professional Staff**;
 - (h) clause 36 – Shift work – **Professional Staff**;
 - (i) clause 37 – Overtime – **Professional Staff**;
 - (j) clause 41 – **University Holidays** (except for subclause 41.6);
 - (k) clause 66 – Redundancy Procedures;
 - (l) clause 67 – Misconduct and Serious Misconduct;
 - (m) clause 69 – Unsatisfactory Performance;
 - (n) clause 71 – Termination on the Grounds of Ill-Health;
- 12.2 **Casual staff** are entitled to the following paid leave provisions:
- (a) Infectious Diseases Leave;
 - (b) **Family and Domestic Violence** leave; and
 - (c) Long service leave in accordance with subclause 44.12.
- 12.3 **Casual staff** are entitled to unpaid parental leave as set out in subclause 46.2.
- 12.4 The provisions of clauses 41–50 (Leave Provisions) will apply to **casual staff**, subject to the following:
- (a) **Casual staff** will have no entitlement to paid leave under Clauses 43 (Recreation Leave), 45 (Personal, Carer’s and Infectious Diseases Leave) (except for Infectious Diseases Leave), 46 (Parental Leave); 48 (Cultural, Community and Other Leave); and 49 (Life Events Leave).
 - (b) **Casual staff** will be entitled to unpaid leave, subject to the same evidentiary requirements as apply to paid leave entitlements for other **staff**, under 45 (Personal, Carer’s and Infectious Diseases Leave); 48 (Cultural, Community and Other Leave); and 49 (Life Events Leave).
 - (c) The entitlements of **casuals** to leave under clauses 44 (Long Service Leave), 46 (Parental Leave) and 47 (**Family and Domestic Violence** Support) are set out in those clauses.
- 12.5 **Casual staff** are entitled to the benefit of clause 56 (Workers’ Compensation Leave and Make-Up Pay).

Casual Conversion

- 12.6 Offers and requests for conversion from **casual employment** to full-time or part-time employment are provided for in the **NES**.

Casual Professional Staff

- 12.7 A **casual professional staff** member means a person who is offered and accepts employment on the basis that no firm advance commitment to continuing and indefinite work according to an agreed pattern of work is made.
- 12.8 **Casual professional staff** are engaged and paid on an hourly basis with hours of work rounded-up to the nearest 15 minutes. Time worked by a **casual professional staff** member includes time participating in approved training as directed by their **supervisor**.
- 12.9 A **casual professional staff** member will be paid a **casual** loading of 25% in addition to the base **ordinary hourly rate** for the work performed. The casual loading is paid to the **staff** member in lieu of benefits provided under this **Agreement** to **staff** members who are not **casual staff** members.
- 12.10 **Casual professional staff** will be engaged for the following minimum periods, unless otherwise agreed to meet their personal circumstances:

| | |
|---|----------------|
| Current University students enrolled at La Trobe who are engaged to perform work on any Monday to Friday during the main teaching weeks of the University , other than University Holidays | 1 hour |
| Staff with a primary occupation at the University or elsewhere outside the University | 1 hour |
| All others | 3 hours |

- 12.11 A **casual professional staff** member who works in excess of 36.25 hours in any single week or more than nine (9) hours on one day will be entitled to overtime payments for the excess time worked. 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 below:
- (a) Weekday and Saturday overtime – time and a half for the first three (3) hours and double time thereafter; or
 - (b) Sunday overtime – double time; or
 - (c) **University holidays** – double time and a half.
- 12.12 For the purposes of this clause a single week is defined as being from Saturday to Friday.

Casual Academic Staff

- 12.13 An **academic staff** member may be employed on a **casual** basis by the hour and paid on an hourly basis. **Casual** academic rates of pay are set out in Schedule 3 of this **Agreement**. The rates in Schedule 3 include a casual loading of 25%. The casual loading is paid to the **staff** member in lieu of benefits provided under this **Agreement** to **staff** members who are not **casual staff** members.
- 12.14 An academic **casual staff** member must be engaged and paid for a minimum period of two (2) hours per occasion they are required to attend work by the **University**, inclusive of any incorporated time and payment for preparation or associated working time already provided for or assumed to be included in the **casual** academic rates or descriptors outlined in Schedule 3 of this **Agreement**.

- 12.15 The **University** will provide the following academic **casual staff** compliance, learning and development package:
- (a) A **casual academic staff** member who is engaged to deliver teaching for at least one semester within an **academic year** will be entitled to be paid for Learning and Development Activities in accordance with this clause.
 - (b) Payment for Learning and Development Activities is for up to four (4) hours per **academic year** and is paid at the rate for Other Academic Activity specified in Schedule 3.
 - (c) In a **staff** member's first year of employment at the **University**, the Learning and Development Activities will include one (1) hour of paid compliance activities, as provided for by the **University**, and up to three (3) hours' paid induction for familiarisation with **University** policies and procedures, including in respect of teaching and learning activities (such as in respect of assessment, student misconduct, plagiarism, moderation and similar policies and procedures).
 - (d) In subsequent years, the Learning and Development Activities will include four (4) hours of paid compliance activities and development activities that contribute to a **staff** member's learning and teaching skills and have been authorised by the **University**.
 - (e) In order to claim payment for Learning and Development Activities, a **staff** member must demonstrate that the Learning and Development Activity has been undertaken.

13. Academic Casual Consolidation Program

- 13.1 The intent of this clause is to see a reduction in the overall use of academic **casual employment** and to provide a meaningful pathway for casual **academic staff** to ongoing academic employment.
- 13.2 The **University** will make its best endeavours to reduce the proportion of teaching and teaching-related work performed by **casual staff** over the life of the **Agreement** by at least an equivalent proportion of teaching and teaching-related work performed by the **staff** employed under this clause, measured on an annual basis over a calendar year. For the purpose of this subclause:
- (a) The baseline year from which the reduction will be measured is 2022; and
 - (b) The **University** will not be regarded to have breached subclause 13.2 as a result of any significant changes in the amount of teaching work performed at the **University** that may occur as a result of alterations to **University** programs or structure.
- 13.3 As part of the program, the **University** will create and offer 65 **FTE** continuing academic positions (Positions), as follows:
- (a) On or before 31 December 2024: 25 **FTE** Positions
 - (b) On or before 31 December 2025: a further 20 **FTE** Positions; and
 - (c) On or before 31 December 2026: a further 20 **FTE** Positions.
- 13.4 Offers will be made at a:
- (a) minimum time-fraction of 0.4 **FTE**, save that:
 - (i) a minimum 25% of overall offered Positions must be at 1.0 **FTE**; and
 - (ii) a minimum of an additional 25% of overall offered Positions must be at least 0.8 **FTE**; and
 - (b) minimum salary of Level A step 2, provided that **staff** members who hold a relevant doctoral qualification will be paid a minimum salary of Level A step 6.
- 13.5 Positions will be advertised internally in the first instance.
- 13.6 To be eligible, internal applicants must:
- (a) Have casual experience totalling at least two (2) teaching sessions at the **University** in the previous two (2) years;
 - (b) Have not held a continuing position in a university in the previous three (3) years.

- 13.7 If the **University** is unable to fill the required Positions with internal applicants who satisfy the requirements in subclause 13.6 and are appointable based on merit, the **University** will advertise the Positions externally.
- 13.8 The workload of all successful applicants will be determined in accordance with clause 31 (**Academic Staff Workloads**).
- 13.9 The **University** will report annually to the **NTEU** on:
- (a) The total number of Positions filled in accordance with this clause; and
 - (b) The proportion of total teaching hours being performed by casual **academic staff**.
- 13.10 For avoidance of doubt, any appointments made by the **University** under clause 14 (Academic and Clinical Practitioners) will not count towards the **FTE** of Positions outlined in subclause 13.3.

14. Academic and Clinical Practitioners

- 14.1 The **University** may employ **academic staff** as Academic or Clinical Practitioners in accordance with this clause.
- 14.2 These positions will be offered on an ongoing basis, or on a fixed-term basis in accordance with clause 11 (**Fixed-term Employment**), except that, Academic and Clinical Practitioners cannot be engaged in the fixed-term categories of:
- (a) Research;
 - (b) Recent Professional Practice Required;
 - (c) Teaching Fellowships;
 - (d) Early Career Development Fellowships; and
 - (e) Alternative to Casual Employment
- 14.3 Academic Practitioners and Clinical Practitioners will be employed at a minimum salary of Level A step 2, provided that **academic staff** members who hold a relevant doctoral qualification will be paid a minimum salary of Level A step 6.

Academic Practitioners

- 14.4 In the first instance, Academic Practitioner positions will be advertised internally, and preference will be given to applicants who have been performing casual academic work for the **University**. If an internal appointment is unable to be made on merit, the **University** may advertise the Academic Practitioner position externally.
- 14.5 Applicants for Academic Practitioner positions will:
- (a) have at least one (1) year's academic employment experience at an Australian university (excluding a person who is currently employed on a continuing basis), or
 - (b) have professional or clinical expertise.
- 14.6 Academic Practitioners will be employed at a maximum time-fraction of 0.2 **FTE** and will principally undertake teaching and teaching related work that would otherwise have been performed in the **University** by casual **academic staff** or a former or current Academic Practitioner.
- 14.7 Academic Practitioners may be allocated up to 100% of their workload in the combined categories of teaching, activities related to teaching and teaching scholarship, in accordance with clause 31 (**Academic Staff Workloads**).
- 14.8 An Academic Practitioner may apply for promotion in accordance with the **University's** promotion process.

Clinical Practitioners

- 14.9 The **University** may advertise Clinical Practitioner positions internally or externally.
- 14.10 Clinical Practitioners will be employed at a maximum time fraction of 0.6 **FTE** and will principally undertake supervision of students participating in practical or health clinics, which may include health clinical settings.
- 14.11 Clinical Practitioners may be allocated up to 100% of their workload in the combined categories of teaching and activities related to teaching in the clinical setting, in accordance with clause 31 (**Academic Staff Workloads**).

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 a **staff** member believes that they satisfy the eligibility criteria set out in subclause 15.3, the **staff** member may apply for **Research Continuing** employment. The **University** will, subject to subclause 15.3 and subclause 15.4 offer the **staff** member **Research Continuing** employment 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 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 **staff** member 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.
- 15.5 Notwithstanding the above, a new or existing fixed-term research only **staff** member may be offered, at the discretion of the relevant Senior Deputy Vice Chancellor, Deputy Vice Chancellor or Provost (or equivalent), **Research Continuing** employment.
- 15.6 The following provisions do not apply to **Research Continuing staff**:
- (a) clause 63 (Workplace Issue Resolution Procedure) to the extent that the workplace issue relates to any decision to offer, not offer, continue or terminate **Research Continuing** employment;
 - (b) clause 61 (Managing Change) in respect of the contingent position that the **staff** member occupies; and
 - (c) clause 66 (Redundancy Procedures). In the case of redundancy, the provisions set out in this clause will apply.
- 15.7 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 **staff** member, consult with the **staff** member 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. The **University** may, at its discretion, choose to make a payment 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 (9) 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 15.8 below, will be made to the **staff** member.

15.8 If a **staff** member's employment is terminated for reason of redundancy, the **staff** member will be provided notice in accordance with subclause 15.7(c), and a redundancy payment, of up to a maximum of 26 weeks, calculated as follows:

| Entitlement | Maximum entitlement in number of weeks |
|---|--|
| Redundancy pay of eight (8) weeks' salary | 8 weeks |
| Plus service-based Redundancy pay of two (2) weeks' salary for each completed year of service over and above four (4) years | 18 weeks |

- 15.9 Upon termination the **staff** member will also receive payment in lieu of untaken accrued long service leave, including where they have less than seven (7) years' service.
- 15.10 Redundancy payments will not be made where the **staff** member:
 - (a) declines the further employment or a reasonable offer of redeployment where funding for their position ceases; or
 - (b) resigns; or
 - (c) secures the same or similar employment with another employer associated with the **contingent funding** of the position.
- 15.11 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**.
- 15.12 Nothing in this clause will preclude a **staff** member who is employed on **contingent funding** from being offered a continuing appointment in accordance with clause 10 of this **Agreement**.

16. Full-time Employment

- 16.1 A continuing, fixed-term or **Research Continuing staff** member may be employed on a full-time basis.
- 16.2 Full-time employment means employment other than part-time/fractional employment; part-year or annualised hours professional employment or **casual employment**.

17. Part-time and Fractional Employment

- 17.1 A continuing, fixed-term or **Research Continuing staff** member may be employed on a part-time/fractional basis.
- 17.2 Part-time/fractional employment means employment for less than the normal weekly ordinary hours of work of a full-time **staff** member.
- 17.3 A part-time/fractional **staff** member may be engaged to work regular hours per pay cycle, or may be engaged under the Part-Year or Annualised Hours Professional Employment (in accordance with clause 18) provision.
- 17.4 All entitlements under this **Agreement** for a part-time/fractional **staff** member, including but not limited to salary and leave entitlements, will be calculated on a pro-rata basis by reference to the **staff** member's ordinary hours of work.
- 17.5 Where a part-time/fractional **staff** member is entitled to paid leave in accordance with this **Agreement**, the **staff** member will not, by reason of being a part-time/fractional **staff** member, be required to serve a longer period of service to qualify for any leave entitlements.

18. Part-Year or Annualised Hours Professional Employment

- 18.1 **Professional staff** may be employed on a Part-Year or Annualised Hours basis to positions advertised as Part-Year or Annualised Hours, or following conversion from **casual employment**.
- 18.2 A part-year **professional staff** member is employed on a continuing or fixed-term basis in accordance with clause 11 to work one or more periods in a year (which may be a calendar year).
- 18.3 An annualised hours **professional staff** member is employed on a continuing or fixed-term basis in accordance with clause 11 for a specific number of ordinary hours within any one (1) year (which may be a calendar year).
- 18.4 Where a **casual staff** member is converted to a Part-Year or Annualised Hours arrangement or the **University** is appointing a **staff** member in a position that would have traditionally been performed by **casual staff**, their employment will be on a continuing basis.
- 18.5 Schedule 5 outlines further entitlements and conditions for Part-Year or Annualised Hours Professional Employment.

19. Senior Staff Contracts

- 19.1 The following **staff** members may be offered employment on a Senior Staff Contract:
- (a) an **academic staff** member paid (or is to be paid) 20% or more above the salary applicable to Level E; or
 - (b) a **professional staff** member paid (or is to be paid) \$10,000 or more above the salary applicable to HEO Level 10 step 4.
- 19.2 Where a **staff** member enters into a Senior Staff Contract pursuant to this clause 19, the following clauses of this **Agreement** will not apply to their employment.
- (a) 11 (**Fixed-term Employment**)
 - (b) 20 (Probation)
 - (c) 23 (Salary Increases)
 - (d) 24 (Incremental Progression)
 - (e) 25 (Superannuation)
 - (f) 28 (Allowances and Responsibility Payments)
 - (g) 30 (**Professional Staff Classifications**)
 - (h) 31 (**Academic Staff Workloads**)

- (i) 33 (**Professional Staff** Workloads)
- (j) 34 (Hours of Work – **Professional Staff**)
- (k) 35 (Flexi-Span Hours – **Professional Staff**)
- (l) 36 (Shift Work – **Professional Staff**)
- (m) 37 (Overtime – **Professional Staff**)
- (n) 38 (Rest Breaks – **Professional Staff**)
- (o) 40 (Field Work)
- (p) 63 (Workplace Issue Resolution Procedure), for the purpose of raising a workplace issue
- (q) 65 (Termination of Employment at the Initiative of the **University**)
- (r) 66 (Redundancy Procedures)
- (s) 67 (Misconduct and Serious Misconduct)
- (t) 68 (Breaches of the Research Code)
- (u) 69 (Unsatisfactory Performance)
- (v) 70 (Review of Decision to Terminate Employment or Demote)
- (w) 71 (Termination on the Grounds of Ill-Health)
- (x) Schedule 8 (Local Flexibility Arrangements)

- 19.3 Notwithstanding a **staff** member employed on a Senior Staff Contract cannot raise a workplace issue under clause 63 (Workplace Issue Resolution Procedure), a **staff** member employed on a Senior Staff Contract may be required to participate in a workplace issue resolution process in their capacity as a **supervisor** or as a respondent to workplace issue/s raised by a **staff** member or group of **staff**.
- 19.4 A Senior Staff Contract will contain its own clauses covering redundancy, performance, discipline and/or termination, and the termination of employment of a **staff** member that is party to a Senior Staff 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 of the Act will 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.

20. Probation

- 20.1 Employment with the **University** may be subject to a probation period as set out in applicable **University** Policies and Procedures.
- 20.2 If the **University** seeks to significantly change entitlement to substantive protections or change the overarching principles which apply to the probation policy, then the **University** will consult with the **NTEU** about the proposed changes.
- 20.3 Employment contracts may contain a reasonable probation period that is directly related to the nature of the work to be undertaken. Any second or subsequent fixed-term contract with the **University** will not contain a probation period unless the new position is fundamentally different from that previously occupied.
- 20.4 A **staff** member will be advised of, and given an opportunity to make a response (including written response), to any adverse material about the **staff** member that the **University** intends to take into account in a decision to terminate the **staff** member's employment upon or before the expiry of the probation period.
- 20.5 Clauses 67 (Misconduct and Serious Misconduct), 68 (Breaches of the Research Code) and 69 (Unsatisfactory Performance) do not apply to **staff** members during their probation period.

21. Recognition of Prior Service

- 21.1 Service with the following employers on a non-casual basis will be recognised as prior service for the purposes of qualifying to access long service leave or for the recognition of personal leave:
- (a) any Australian Higher or Tertiary Education Provider that is registered with the Tertiary Education Quality and Standards Agency;
 - (b) the La Trobe Student Union (LTSU) or La Trobe Student Association (LTSA);
 - (c) the Victorian or Commonwealth Public Service;
 - (d) Public Hospitals; or
 - (e) other employers as agreed by the **University** in writing prior to the **staff** member's commencement, provided that the previous employment was directly related to the requirements of the **staff** member's appointment.
- 21.2 Where the **University** recognises prior service for the purpose of this clause, it will recognise up to ten (10) years of prior service with an eligible employer for long service leave purposes, and up to a maximum of 30 days' personal leave (or ten (10) days personal leave in the case of prior service with the LTSU or LTSA) provided:
- (a) the period of time between the **staff** member starting at the **University** and ending employment with the eligible previous employer is twelve (12) months or less;
 - (b) the **staff** member applies to the **University** for recognition of prior service within twelve (12) months of starting at the **University**. If a **staff** member does not meet the twelve (12) month claim period but it appears the **staff** member was not informed about the right to claim, the **University** will consider whether a reasonable extension of time should be granted;
 - (c) the **staff** member may be required to complete a period of up to three (3) years' service (at the **University's** discretion) before the **staff** member is eligible to take long service leave;
 - (d) the amount of personal leave recognised will not exceed the **staff** member's accrued entitlement to personal leave upon leaving the previous employer; and
 - (e) any long service leave already taken (or paid in lieu) by the previous employer will be deducted from the entitlement to be recognised. However, such periods will not break continuity of service for the purpose of calculating any subsequent entitlement to long service leave.
- 21.3 A **staff** member who ceases employment with the **University** and is re-employed on a non-casual basis within twelve (12) weeks will be re-credited with any accrued untaken Personal Leave as at the **staff** member's prior cessation date.

PART D — REMUNERATION



22. Salaries

- 22.1 **Staff** will be paid on a fortnightly basis in accordance with the salary for their position classification as set out in Schedule 3 and Schedule 4.
- 22.2 For administrative purposes only and in view of the fact that **academic staff** 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 for **academic staff**, will be a 35 hour week to 31 December 2023 and a 36.25 hour week from the **FFPPOA** 1 January 2024. Transition arrangements for moving to a 36.25 hour week are outlined in Schedule 9.
- 22.3 For administrative purposes only, the weekly number of hours of work for the specific purpose of payroll processing, including the calculation of leave entitlements for **staff** employed on a Senior Staff Contract under clause 19, will be a 35 hour week to 31 December 2023 and a 36.25 hour week from the **FFPPOA** 1 January 2024.

23. Salary Increases

On the **FFPPOA** the dates set out below, **staff** members to who this **Agreement** and clause applies, will receive the following salary increases:

| Date | Salary Increase |
|--|-----------------|
| Staff voting in favour of the proposed Agreement (paid administratively) | 4.0% |
| 1 January 2024 | 3.6% |
| 30 September 2024 | 3.0% |
| 30 September 2025 | 3.0% |
| 31 March 2026 | 3.2% |

24. Incremental Progression

- 24.1 A **staff** member will proceed through the incremental scale of their classification level if the **staff** member's performance is assessed by the **University** as at least 'satisfactory' per the Annual Performance Cycle as set out in the Enabling Performance clause of this **Agreement**.
- 24.2 A **staff** member who disagrees with the withholding of an increment will be able to raise a concern through clause 63 (Workplace Issue Resolution Procedure).

Transition arrangements for new HEO Level 10 increments

- 24.3 The **University** is introducing four (4) salary increments for **HEO** Level 10 **staff** members under this **Agreement**.

- 24.4 Subject to the requirements under subclauses 24.1 to 24.3:
- (a) **Professional staff** employed at **HEO** Level 10 at the commencement of this **Agreement** and who are not in receipt of any salary loadings as part of their remuneration, will progress through the **HEO** Level 10 incremental scale twelve (12) months after the commencement of this **Agreement** and on each twelve (12) month anniversary thereafter.
 - (b) **Professional staff** who accept an offer of employment at **HEO** Level 10 after the commencement of this **Agreement**, or enter into an arrangement with the **University** to vary their remuneration after the commencement of this **Agreement**, will progress through the **HEO** Level 10 incremental scale on each twelve (12) month anniversary of their appointment or remuneration variation.
 - (c) **Professional staff** employed at **HEO** Level 10 at the commencement of this **Agreement** who are in receipt of a salary loading as part of their remuneration, will not have access to the **HEO** Level 10 incremental scale, unless they enter into an agreement with the **University** to vary their remuneration in accordance with subclause 24.4(b).

25. Superannuation

- 25.1 The **University** will provide employer contributions to a **staff** member's nominated complying superannuation fund as follows:
- (a) For all continuing and fixed-term **staff** members, 17% employer contributions,
 - (b) For **casual staff** members, minimum employer contributions as required by applicable superannuation guarantee legislation.
- 25.2 Employer contributions for **staff** members will be made in accordance with superannuation guarantee legislation.
- 25.3 A **staff** member may request for the **University** to reduce their employer superannuation contribution to the minimum employer contribution rate as required by applicable superannuation guarantee legislation, in return for receiving a commensurately higher salary payment. For **staff** members who are members of UniSuper, this will only be approved where the UniSuper Trust Deed allows for the **staff** member to receive reduced employer contributions. The **University** will not approve for more than 10% of continuing and fixed-term **staff** to reduce their employer superannuation contributions under this subclause.
- 25.4 The **University's** nominated default fund is UniSuper. In the event that a **staff** member does not choose an alternative complying fund to receive employer superannuation contributions, or the **University** is not otherwise required by law to make contributions to an alternative fund, the **University** will make contributions to UniSuper. For **staff** members who are members of UniSuper's Defined Benefit Division (DBD), the **staff** member may be required to have their employer contributions paid to UniSuper's DBD.
- 25.5 The **University** will provide all new **staff** with information about UniSuper, including the UniSuper Digital Choice form, upon their appointment.

26. Salary Packaging

- 26.1 **Staff** employed on a continuing or fixed-term basis may request that part of their salary be used to provide benefits on a salary sacrifice basis. Any Fringe Benefits Tax incurred as a result of salary packaging will be paid by the **staff** member.
- 26.2 Notwithstanding anything contained within this clause, the salary to be used for the purposes of calculating the following entitlements will be the **staff** member's salary rate as specified in Schedule 3 and Schedule 4 of this **Agreement**, or any other higher remuneration rate specified in their contract of employment:
- (a) superannuation benefits and contributions;
 - (b) termination payments;

- (c) redundancy benefits (subject to subclauses 66.16 to 66.18);
- (d) early retirement benefits;
- (e) recreation leave loading (subject to subclause 43.1); and
- (f) overtime and shift payments (subject to clauses 36 (Shift Work – **Professional Staff**) and 37 (Overtime – **Professional Staff**)).

26.3 The salary packaging arrangement will end on cessation of employment.

26.4 A **staff** member's participation in salary packaging is at the discretion of the **University**, and the **University** reserves the right to vary or withdraw these arrangements and will not be responsible for any loss or damage suffered by a **staff** member as a result of the changes.

27. Underpayments and Overpayments

27.1 An underpayment to a **staff** member will be corrected and full payment made to the **staff** member as soon as practicable and no later than the pay day of the next pay period following notification by the **staff** member to the Human Resources Division and confirmation and calculation of the underpayment being confirmed by the Human Resources Division. Where further investigation is required, the payment will be made as soon as practicable.

27.2 In the case of an overpayment:

- (a) The **University** will apply the following procedure with the intent of recouping the overpayment.
- (b) The **University** will advise and consult with a **staff** member when an overpayment has been identified.
- (c) The **University** will inform the **staff** member of the overpayment and will confirm in writing the amount of the overpayment and the options available for repayment. The timeline for repayment will be of reasonable length, having regard to the amount of the overpayment and the period over which the overpayment occurred.
- (d) 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 in accordance with the agreed repayment arrangement. Where an agreement is reached, a **staff** member's employment will not be adversely impacted.
- (e) If an agreed repayment arrangement cannot be reached then the procedures of the Dispute Resolution Procedures under clause 62 of this **Agreement** will be applied.
- (f) In the event a **staff** member's employment ceases prior to the overpayment being repaid, with the **staff** member's agreement, the **University** may deduct the outstanding amount from **staff** member's salary or final entitlements that would otherwise be payable upon termination (which includes payment in lieu of accrued entitlements including leave and notice period/severance benefits). The **University** will notify the **staff** member of its intention to deduct the amount prior to doing so.

28. Allowances and Responsibility Payments

28.1 If eligible, the following allowances will be paid to staff under this **Agreement**:

| Allowance | Rate | Eligibility |
|---|--|---|
| Field Allowance | \$82 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 Dean.</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 staff member.</p> <p>The field allowance will be adjusted by the University on the FFPOA 1 July each year during the life of this Agreement, equivalent to the most recently published Australian Bureau of Statistics Consumer Price Index (All Groups, Australia) annual figure.</p> |
| 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 will be paid, provided that:</p> <ul style="list-style-type: none"> (a) the vehicle is comprehensively insured; (b) the staff member 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. |
| Higher Duties Allowance – Professional Staff | The higher duties allowance is the difference between the salary of the staff member and the salary payable for the position at the higher classification and is proportionate to the percentage of work being performed. The staff member will receive the allowance for the period of the higher duties. | <p>A professional staff member who is required to act in a position of higher classification for:</p> <ul style="list-style-type: none"> (a) 30% or more of the responsibilities; and (b) for a continuous period of two (2) weeks or more (including University Holidays), |

| Allowance | Rate | Eligibility |
|---|---|---|
| <p>Coordination Responsibility Payments – Academic Staff</p> | <p>Subject Coordination – a staff member will be remunerated at a minimum of Level B for the duration of the coordination.</p> <p>Course Coordination – a staff member will be remunerated at a minimum of a Level C for the duration of the coordination.</p> <p>Where a staff member undertakes pro-rata coordination duties, they may be entitled to a pro-rata responsibility payment in accordance with subclause 28.5.</p> | <p>Subject Coordination will normally be performed by Level B Academics, and Course Coordination will normally be performed by Level C Academics. A coordination responsibility payment will be made in circumstances where the Dean has determined to allocate Subject Coordination to a Level A Academic (where no appropriate Level B Academic is available), or Course Coordination to a Level B Academic (where no appropriate Level C Academic is available).</p> <p>A staff member whose substantive position is at Level A is not permitted to undertake course coordination.</p> |
| <p>Overtime Meal Allowance</p> | <p>\$20.00</p> | <p>Professional staff members will receive an Overtime Meal Allowance when working approved overtime in accordance with Clause 37 (Overtime – Professional Staff), as follows:</p> <ul style="list-style-type: none"> • Weekdays – where the staff member has worked two (2) hours or more of approved overtime in any one (1) day; or • Weekends and University Holidays – where the staff member has worked five (5) hours or more of approved overtime in any one (1) day. <p>An Overtime Meal Allowance will not be paid in circumstances where:</p> <ul style="list-style-type: none"> • the staff member is not performing the overtime at a University campus or work location (for example, they perform the overtime at home or another location of their choice); and/or • the University provides the staff member with a meal. <p>The Overtime Meal Allowance will be adjusted by the University on the FFPOA 1 July each year during the life of this Agreement, equivalent to the most recently published Australian Bureau of Statistics Consumer Price Index (All Groups, Australia) annual figure.</p> |

| Allowance | Rate | Eligibility |
|--|---|--|
| <p>Change of Residence / Relocation Allowance</p> | <p>In accordance with University policy</p> | <p>A staff member will be entitled to apply for a Relocation Allowance in circumstances where:</p> <ul style="list-style-type: none"> • the staff member is successful in being appointed to a position at another University campus or location; • the appointment requires a geographical relocation and results in the staff member changing their place of residence; and • the appointment is regarded as being in the interests of the University. |
| <p>Indigenous Australian salary loading</p> | <p>\$5,000 per annum (pro-rata for part-time). This loading is superannuable and will not increase in accordance with salary increases.</p> | <p>Indigenous Australian staff employed on a continuing or fixed-term basis. A staff member will be required to provide Confirmation of Identity as defined in University policy and procedure to be eligible to receive this loading.</p> |
| <p>Gender Affirmation Allowance</p> | <p>\$2,000 as a lump sum payment claimable once only over any periods of casual employment at the University.</p> <p>This payment is not superannuable.</p> | <p>Trans or gender diverse casual staff members who:</p> <p>(a) have been employed by the University on a regular and systematic basis for a sequence of periods of employment of at least 12 months; and</p> <p>(b) has a reasonable expectation of further employment with the University.</p> <p>The Gender Affirmation Allowance is payable to eligible casual staff members to compensate for loss of income for time off work as a result of reasonable absences associated with social, medical or legal affirmation.</p> <p>Continuing and fixed-term staff members are not eligible for the Gender Affirmation Allowance, and may be eligible to access Gender Affirmation Leave (see clause 49 – Life Events Leave).</p> |

Higher Duties Allowance – Professional Staff

- 28.2 Where a **professional staff** member who is performing the duties of a higher position:
- (a) is permanently promoted to that position, they will not suffer any reduction in remuneration and will receive the same increments as if they had during the period of temporary service in the higher position been the permanent occupant of that position;
 - (b) is in receipt of a higher duties allowance for a continuous period of twelve (12) months they will be eligible to receive an increment at the higher classification position and upon completion of each further twelve (12) month period be granted salary increments applicable to the higher position, provided that any **staff** member currently in receipt of an increment on this basis at the commencement of this **Agreement** will continue to be paid at that increment; and
 - (c) takes leave with pay not exceeding two (2) weeks (other than Long Service Leave), they will 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.
- 28.3 The higher duties allowance will be regarded as salary for the purposes of calculating all other types of allowances including overtime.
- 28.4 A **staff** member may decline an offer to perform higher duties without suffering any penalty.

Coordination Responsibility Payments – Academic Staff

- 28.5 *Pro rata Coordination Responsibilities*
- (a) In circumstances where a **staff** member is performing a percentage of the full subject 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 subject or course coordination duties being performed by the **staff** member having regard to the allocation under the Academic Workload Allocation Model.
- 28.6 The responsibility payment due to eligible **staff** under this clause 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).
- 28.7 On completion of each continuous twelve (12) month period (or consecutive semesters) during which a **staff** member receives a coordination responsibility payment under this clause, the **staff** member will be granted salary increments applicable to the next incremental level.
- 28.8 If a **staff** member in receipt of a coordination responsibility payment is promoted to the higher level, the **staff** member will not suffer any reduction in salary and will be appointed to at the same incremental level.
- 28.9 The provisions of this clause apply notwithstanding any inconsistency with the **MSALs** in Schedule 2.

29. Minimum Standards for Academic Levels (MSALs)

- 29.1 **Academic staff** will be employed according to the Minimum Standards for Academic Levels (**MSALs**), which are set out in Schedule 2, and are indicative of the functions that **academic staff** perform, and the minimum levels of performance.
- 29.2 The minimum standards for **academic staff**, other than a **casual staff** member, 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.
- 29.3 **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.

30. Professional Staff Classifications

- 30.1 **Professional staff** positions will be classified in accordance with this Position Classification Standards set out in Schedule 1, at the classification level that most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 30.2 The **University** will provide a position description to every **professional staff** member who is engaged on a non-casual basis.
- 30.3 A **staff** member, or the **staff** member's **supervisor**, may seek a review of the classification of an existing position where:
- (a) the duties and responsibilities of the position have changed; and/or
 - (b) it is considered that the position is no longer accurately classified.
- 30.4 All classification reviews will be undertaken by designated **staff** within Human Resources. A classification decision will normally be communicated to the **staff** member and their **supervisor** within one (1) month of receiving a review request, including a written explanation of the reasons why the decision was reached if the classification review does not result in a change to the classification.

Classification Appeals

- 30.5 A **staff** member may appeal the outcome of a classification review decision by providing a written appeal to the Executive Director, Human Resources, within ten (10) working days of the date of the advice of the outcome of the classification review.
- 30.6 The **staff** member's appeal must state in writing the grounds for appeal, which may be one or more of the following grounds:
- (a) That the decision failed to properly apply the classification descriptors; and/or
 - (b) That there were procedural irregularities that would have influenced the classification decision; and/or
 - or
 - (c) That the principles of natural justice (i.e. fairness and propriety) were not adhered to.
- 30.7 The Executive Director, Human Resources will refer the appeal to a Classification Appeals Committee (CAC). The CAC will consist of a member nominated by the **University** and a member nominated by the **NTEU** who have the skills and experience to undertake a review. The CAC will review the **staff** member's appeal and provide a recommendation to the Executive Director, Human Resources. In forming the recommendation, the CAC will seek to form a consensus view. Where a consensus cannot be reached, each member will prepare their own recommendation for the Executive Director, Human Resources and include an explanation as to why they could not reach a consensus with the other member.
- 30.8 The Executive Director, Human Resources, will consider and give due regard to the recommendations of the CAC. 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 CAC, or where there is a split recommendation of the CAC. 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 subclause 30.5 above.

Professional Staff Personal Classification

- 30.9 A **professional staff** member who occupies a position which is classified within **HEO** Levels 1 to 7 may seek salary advancement through the **University** Personal Classification Program. The **University** Personal Classification Program operates to link two (2) classification levels together to form an extended pay structure in recognition of high performance and skill development achieved by a **staff** member while in their current position.
- 30.10 A **professional staff** member may apply to their **senior leader** for a personal classification. A formal interview is to be undertaken to confirm that the **staff** member meets the requirements of the higher role.
- 30.11 The Executive Director, Human Resources, may approve an application where the following conditions are met:
- (a) work at the higher level is available and required as approved by the **senior leader**; and
 - (b) the **staff** member must be consistently rated as high performing in their annual performance review for their current role; and
 - (c) the **staff** member meets the training level or qualifications and experience requirements in the position classification standards for the higher level; and
 - (d) the **staff** member must have been on the top increment of their present classification for at least twelve (12) months.
- 30.12 Where a position is subject to a personal classification:
- (a) the personal classification ceases when the position is vacated for any reason. However, the **senior leader** may review the requirements of the position and seek an evaluation of the position;
 - (b) if another **professional staff** member acts in a position with a personal classification, they will qualify for higher duties allowance based only on the lower classification level and not the personal classification, except where the **senior leader** considers the **staff** member is undertaking higher level responsibilities recognised in the personal classification.

Linking of Professional Staff Classification Levels

- 30.13 **Professional staff** appointed to a classification level from **HEO** Levels 1 to 9, may progress to the next classification level through the linking process described in this clause.
- 30.14 Progression to a higher classification level is not automatic and is subject to the 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.
- 30.15 Where the 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.
- 30.16 At the expiry of the timeframe specified under subclause 30.15(d), 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.

PART E — WORKING HOURS



31. Academic Staff Workloads

- 31.1 This clause applies to continuing and fixed-term teaching and research **academic staff** and teaching focused **academic staff**. This clause does not apply to:
- (a) Research only **academic staff**; or
 - (b) **Academic staff** employed outside of academic schools who are not engaged in teaching undergraduate or postgraduate award courses and where their terms of engagement exclude the application of this clause 31 (**Academic Staff Workloads**).
- 31.2 Except where specific exclusions apply within this clause, **academic staff** members covered by this clause are entitled to participate in an appropriate mix of teaching, research and service as determined in accordance with this clause.
- 31.3 The **University** will ensure that the total work allocated to individual **academic staff** members is fair, that 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 **academic 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.
- 31.4 The **University** will ensure that Deans or their delegate 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**.

Allocated Hours

- 31.5 Work will be allocated within a maximum of 1827 hours per year, calculated by reference to and consistent with the Workload Allocation Model. This takes into account **University Holidays** and End of Year Closedown. All planned, committed or booked leave, including recreation leave, long service leave and parental leave, will be deducted from the 1827 hours maximum. The references to percentage allocations in this clause are percentages of allocated hours after leave has been deducted.

Examples

*Kai is a full-time **academic staff** member in a Teaching & Research role with a workload allocation of 30% research, 50% teaching and 20% service. Kai commits to take three (3) weeks of recreation leave in the **academic year**. Their workload allocation will be a maximum of 1718.25 hours comprising of approximately 515 hours' research, 859 hours' teaching and 343 hours' service.*

*Hao is a part-time (0.8 FTE) **academic staff** member in a Teaching Focused role with a workload allocation of 70% teaching, 10% scholarship and 20% service. Hao commits to take four (4) weeks of recreation leave and one (1) week of long service leave in the **Academic Year**. Their workload allocation will be a maximum of 1345.6 hours comprising of approximately 941 hours' teaching, 134 hours' scholarship and 269 hours' service.*

*Following the transition to increased work hours in January 2024, Frankie becomes a part-time (0.9655 FTE) **academic staff** member with a maximum annual hours allocation of 1764 hours. They are engaged in a Teaching and Research role with a workload allocation of 40% teaching, 40% research and 20% service. Frankie commits to take four (4) weeks of recreation leave. Their workload allocation will be a maximum of 1624 hours comprising of approximately 649 hours' teaching, 649 hours' research and 324 hours' service.*

- 31.6 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.
- 31.7 A part-time **academic 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 **academic staff** members. A part-time **academic staff** member's work will be allocated reasonably evenly across the **academic year** unless agreed by the **academic staff** member in their contract of employment or otherwise in writing.
- 31.8 The **University** will maintain an Academic Workload Allocation Model covering each **academic staff** member covered by this clause, which provides for a reasonable and evidence-based estimate of time required to undertake activities relating to teaching, service and research in a professional and competent manner.
- 31.9 Within the first twelve (12) months of this **Agreement**, the **University** will review the Academic Workload Allocation Model. The review will be undertaken in consultation with **academic staff** and the **NTEU**, and will ensure that the Academic Workload Allocation Model provides a reasonable and evidence-based estimate of time required to undertake activities related to teaching, service and research in a professional and competent manner. The revised model will take effect at the commencement of the 2025 **academic year**.
- 31.10 For the purposes of subclauses 31.8 and 31.9, "evidence-based" means that in determining the time allocation for academic activities in the Academic Workload Allocation Model, the **University** will gather and have regard to information from **University staff** performing the relevant work on their experience in performing academic activities at the **University**. Such information may be gathered through **staff** consultation, **staff** surveys and focus groups. "Evidence-based" does not require the **University** to consult with each individual **staff** member, undertake detailed analysis, time in motion studies, external research or research to a peer-reviewed standard on the time it takes to perform academic activities.
- 31.11 If the **University** proposes to make changes to an Academic Workload Allocation Model that will impact the allocation of academic work, the **University** will consult with directly affected **academic staff** and the **NTEU** prior to making any changes, and any changes will take effect in the following **academic year**.

Work Planning and Allocation

- 31.12 Work allocation for an **academic staff** member will be determined by the Dean or their delegate in consultation with the **academic staff** member in accordance with the provisions of this clause and the relevant Workload Allocation Model.
- 31.13 The Dean or their delegate, in consultation with the **academic 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.
- 31.14 An **academic staff** member is normally expected to take recreation leave in periods where the **academic staff** member is not allocated teaching delivery activities and must obtain the approval of the Dean or delegate before commencing recreation leave during a period of allocated teaching delivery activities. A Dean or delegate will not unreasonably withhold approval for recreation leave sought during the **academic staff** member's non-teaching periods.
- 31.15 All planned, committed and or booked leave, including recreation leave, long service leave and parental leave, will be treated as an allocation of workload for the purposes of workload planning, and the leave duration will be deducted from the allocation of hours set out in subclause 31.5.

31.16 Following the planning referred to in subclause 31.13, an **academic staff** member will be advised of their initial planned allocation of teaching no later than four (4) weeks before the start of the **teaching period** to which their allocation relates. **Academic staff** members who are required to teach a subject for the first time will normally be provided with eight (8) weeks' notice of this requirement before the subject commences, or where unforeseen circumstances arise, a minimum of four (4) weeks. Where teaching allocations change following the initial advice, **academic staff** will be provided with sufficient notice to prepare for the delivery of this teaching.

31.17 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 subclause 31.21.
- (b) **Academic staff** and their Dean or delegate will discuss the best allocation for the **academic staff** member and the School for teaching across the **academic year**, in a manner that meets subclause 31.3.
- (c) For the avoidance of doubt, teaching includes but is not limited to: 50% of higher degree supervision; design, preparation, revision and development of subjects, courses and teaching materials; performing the role of Academic Integrity Advisor; moderation of online learning spaces; subject coordination; and course coordination.
- (d) **Academic staff** will not be required to undertake Teaching Delivery on weekends unless mutually agreed between the **academic staff** member and their Dean or delegate.

Research

- (e) A research work allocation will be determined on the basis of the **academic staff** member's research performance against relevant performance expectations over the previous six (6) years and research income over at least the previous three (3) years (including with different employers).
- (f) Research performance expectations may include research outputs, research quality, research income and HDR supervision.
- (g) The research performance expectations set by the **University** for a **academic staff** member for a particular year will be reasonable for the median academic with the same level, discipline and research time. The **University** will provide a clear explanation of how research performance expectations have been set.
- (h) The research performance expectations may be altered following consultation with directly affected **academic staff** and the **NTEU**, and any changes will be applied from the following **academic year**. In determining an **academic staff** member's previous research performance against the research performance expectations, the assessment will consider the relevant research performance expectations that applied at that time.
- (i) An **academic staff** member whose performance meets the applicable research performance expectations over the previous six (6) years will maintain their research allocation. An **academic staff** member who either exceeds or does not meet their research performance expectations will receive a research allocation that has a proportionate relationship with their research performance.
- (j) Notwithstanding the research allocation an **academic staff** member may receive under subclauses 31.17(e) to (i), the **University** may, with the **academic staff** member's written agreement, provide an **academic staff** member with an increased or reduced research allocation.

Service allocation

- (k) For all **academic 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.
- (l) 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%.
- (m) The **University** will provide each Indigenous Australian **academic staff** member with an allocation of 5% as an Indigenous Australian Service Allocation as part of the service allocation. There is no expectation an **academic staff** member will hold formal responsibilities in relation to Indigenous matters as part of this allocation. This allocation is in addition to the minimum 10% service allocation.

Flexibility

- 31.18 An **academic staff** member or the Dean or delegate 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.
- 31.19 Prior to the end of the **academic year** and as part of the planning for the upcoming **academic year**, the Dean or delegate will review the current **academic year** workload allocation for **academic staff** who agreed with the Dean or delegate during the year to undertake additional unplanned responsibilities. Where the review identifies an **academic staff** member's actual workload exceeded 102% of their maximum allocated hours, the **academic staff** member will receive a reduction equivalent to the excess over the maximum in the following **academic year's** workload allocation. This allocation will be assigned to the relevant category/ies, teaching, research or service, associated with the additional unplanned responsibilities.

Examples

*Due to an unexpected absence in their Department towards the end of Semester 2, Emerson agrees to develop the curriculum for a new subject that is to be offered from Semester 1 the following **academic year**. Emerson undertakes the curriculum development (200 hours) in addition to their already allocated 1345.6 hours for the year. In the following **academic year**, Emerson will have 200 hours of teaching recognised as workload that has already been completed and allocated.*

*The **University** is contacted by a peak advisory body seeking the assistance of an **academic staff** member to form part of an upcoming working group to establish a white paper advocating a policy change to government. The work involves attending four (4) working group meetings and reviewing the white paper, estimated to be 30 hours in total. Amari agrees to participate in the working group and undertakes the work in addition to their already allocated 1682 hours for the year. As the 30 hours is below the 102% threshold, Amari will not receive any recognition of this workload in their following **academic year's** workload. However, Amari is able to include their external contribution as part of their Career Success discussions and receive other forms of recognition for this work.*

- 31.20 Where an **academic staff** member takes unplanned leave, that is not planned, committed or booked under subclause 31.5, of more than three (3) consecutive days, work that has been allocated to them that they would have done but for taking that leave will be treated by the **University** as having been done for the purpose of workload allocation. To avoid doubt, upon return from leave an **academic staff** member may be directed to complete work that they would have done but for taking leave, provided that the **University** grants it as an additional work allocation within their maximum workload.

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

31.21 Workload Allocation Table: the table summarises the allocation of work activities:

| | Teaching & Research Academic Staff | Teaching Focused Academic Staff |
|---|------------------------------------|---------------------------------|
| Teaching % | 20%–70% | 60%–80% |
| Research / Scholarship (for Teaching Focused Roles) % | 20%–70% | 10%–30% |
| Service % | 10%–60% | 10%–30% |

Academic Profiles

- 31.22 The **University** may appoint **academic staff** into “Teaching & Research” or “Teaching Focused” positions either by internal or external recruitment processes.
- 31.23 The workload allocation for a Teaching & Research or a Teaching Focused **staff member** is in accordance with the table in subclause 31.21.
- 31.24 The **University** will provide an annual opportunity for:
- academic staff** who are appointed as a Teaching & Research **academic staff** member to apply to become a Teaching Focused **academic staff** member; and
 - academic staff** who are appointed as a Teaching Focused **academic staff** member to apply to become a Teaching & Research **academic staff** member.
- 31.25 Appointments under subclause 31.24 will be at the discretion of the **University** and based on merit, subject to demonstrated operational requirements, and the **academic staff** member demonstrating their capability to successfully undertake teaching (in the case of an **academic staff** member applying to be a Teaching Focused **academic staff** member) or research (in the case of an **academic staff** member applying to be a Teaching & Research **academic staff** member). Appointments will take effect from the next **academic year**, or where agreed by the Dean, at an earlier time.
- 31.26 Those **academic staff** members who are successful in being appointed under subclauses 31.24 and 31.25 may choose to revert to their previous academic profile, in which case the reversion will take effect from the next **academic year** or, where agreed by the Dean, at an earlier time.
- 31.27 Teaching Focused **academic staff** will undertake predominantly teaching activities, with a minimum of 10% allocated to scholarship of teaching as reflected in the above table. There is no research output expectation. Teaching Focused **academic staff** are eligible to apply for other positions and will have access to promotion.

Exclusions from application of the Academic Workload Table in subclause 31.21 and associated provisions

- 31.28 The Academic Workload Table in subclause 31.21 does not apply to:
- Recent Professional Practice Required fixed-term contract **academic staff**. **Academic staff** employed under this category are **academic staff** appointed on the basis of specialist clinical practice and expertise or recent professional, commercial experience or expertise. Such **academic staff** will typically have recent or concurrent roles outside the **University** in clinical practice or private practice in a profession. Such **academic staff** may be allocated to perform solely teaching and related activities or a mix of teaching and service activities.

- (b) Academic and Clinical Practitioners. **Academic staff** employed as Academic and Clinical Practitioners may be allocated up to 100% of their workload in the combined categories of teaching, activities related to teaching and teaching scholarship.
- (c) **Academic staff** holding a formal assigned management or leadership service position that attracts a service allocation of 30% or more. **Academic staff** employed in these positions are senior academics and appointed on the basis of their specialist academic skills or leadership. Such **academic staff** may be allocated to perform a mix of service, research and teaching duties that does not align to the percentages in the Academic Workload Table.

Unreasonable Academic Workloads

- 31.29 An **academic staff** member who has genuine and reasonable concerns about their workload, may seek a review of their workload allocation in accordance with subclauses 31.31 to 31.33.
- 31.30 Pending the outcome of the review, the **University** will consider and implement reasonable interim measures to support the **academic staff** member in addressing their genuine and reasonable workload concerns. If the interim measures are not sufficient, then ten (10) days after the review is sought, the **academic staff** member may cease performing the work that they raised as a concern, until a decision is made under subclause 31.33.
- 31.31 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 Dean.
- 31.32 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 a **University Holiday**, 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.
- 31.33 Where it is not possible to reach agreement by this means, including where a matter is not dealt with within five (5) working days of the **academic staff** member raising their concerns, the **academic staff** member will seek a review of their workload allocation by the Provost. In undertaking a review, the Provost will have regard to the factors provided for in subclause 31.32 and may seek further information from the **academic staff** member or Dean or delegate in the School in which the **academic staff** member works. Each review must be concluded within ten (10) working days. The Provost or delegate will write to the **academic staff** member and Dean or Head of Department, advising:
- (a) the workload allocation is not unreasonable (including reasons for their assessment) and should remain unchanged;
 - (b) the workload allocation is not unreasonable (including reasons for their assessment), and suggest measures or steps to assist the **academic staff** member in meeting their workload;
 - (c) the workload allocation is unreasonable and re-allocation of workload, including taking into account the period since raising the review, should be carried out by the Dean or delegate.

32. Workload Review – Other Academic Staff

- 32.1 This clause applies to
- (a) Research only **academic staff**; and
 - (b) **Academic staff** employed outside of academic schools who are not engaged in teaching undergraduate or postgraduate award courses and where their terms of engagement exclude the application of clause 31 (**Academic Staff Workloads**).
- 32.2 The **University** will ensure that the total work allocated to **academic staff** members covered by subclause 32.1 is fair and reasonable, 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 **academic staff** members:
- (a) have reasonable time to perform their allocated duties, which may include research, teaching, service and other 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 workload; and
 - (d) are reasonably able to take recreation leave.
- 32.3 An **academic staff** member covered by this subclause 32.1 who has genuine and reasonable concerns about their workload, may seek a review of their workload allocation in accordance with subclauses 32.5 to 32.7.
- 32.4 Pending the outcome of the review, the **University** will consider and implement reasonable interim measures to support the **academic staff** member in addressing their genuine and reasonable workload concerns. If the interim measures are not sufficient, then ten (10) days after the review is sought, the **academic staff** member may cease performing the work that they raised as a concern, until a decision is made under subclause 32.7.
- 32.5 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 their **supervisor** and/or **senior leader**.
- 32.6 In determining what are unreasonable hours of work the **University** will have regard to the following factors:
- (a) The total number of required hours worked on a particular day or week;
 - (b) The number of required hours worked without a break;
 - (c) Any requirement to undertake duties on a **University Holiday**, or before 8am or after 9pm;
 - (d) Requirements to undertake duties at overseas campuses;
 - (e) Requirements to travel between campuses to undertake duties;
 - (f) The time off between finishing and starting times of required duties;
 - (g) The number of days of the week during which required duties are scheduled;
 - (h) The incidence of required night work/after dark work;
 - (i) The **academic staff** member's general workload; and
 - (j) The **academic staff** member's family needs and responsibilities.
- 32.7 Where it is not possible to reach agreement by this means, including where a matter is not dealt with within five (5) working days of the **academic staff** member raising their concerns, the **academic staff** member will seek a review of their workload allocation by the relevant **Senior Executive**. In undertaking a review, the **Senior Executive** will have regard to the factors provided for in subclause 32.6 and may seek further information from the **academic staff** member or the **supervisor** or **senior leader**. Each review must be concluded within ten (10) working days. The **Senior Executive** will write to the **academic staff** member and **senior leader** and **supervisor**, advising:
- (a) the workload allocation is not unreasonable (including reasons for their assessment) and should remain unchanged;

- (b) the workload allocation is not unreasonable (including reasons for their assessment), and suggest measures or steps to assist the **academic staff** member in meeting their workload;
- (c) the workload allocation is unreasonable and re-allocation of workload, including taking into account the period since raising the review, should be carried out by the **senior leader** or **supervisor**.

33. Professional Staff Workloads

- 33.1 The **University** will ensure that the workload allocated to a **professional staff** member is fair and reasonable. Workloads will be determined on a fair, transparent and consultative basis taking into consideration the level of appointment and total responsibilities.
- 33.2 The **University** will take reasonable steps to ensure that a **professional staff** member does not work excessive or unreasonable hours and is not working in excess of any prescribed hours of work.
- 33.3 The allocation and management of a **professional staff** member's workload is the responsibility of the **professional staff** member's **supervisor**, in consultation with the **professional staff** member.
- 33.4 Where a **professional staff** member is required to travel between campuses or other **University** work locations, time spent travelling will count as time worked.
- 33.5 Where significant changes in academic work or work practices are proposed, the impact on a **professional staff** member's workload will be discussed with a view to resolving any issues with the affected **professional staff** member.
- 33.6 A **professional staff** member who considers that their workload is unreasonable may seek a review with their **supervisor**. If the matter remains unresolved, it will be referred to their **senior leader** who will attempt to resolve the matter. If the matter is still unresolved the matter may be dealt with in accordance with the dispute resolution procedure in clause 62.
- 33.7 Where **professional staff** members in a work area have ongoing concerns regarding alleged excessive workloads in the work area, the **professional staff** members may request their manager to seek to prevent or resolve the issue.

Professional Staff Workloads Monitoring Committee

- 33.8 A **Professional Staff** Workload Monitoring Committee (PWMC) will operate during the life of this **Agreement**.
- 33.9 The purpose of the PWMC is to monitor and report **professional staff** workload trends and issues, to collect and assess relevant and available **professional staff** workload data (for example, recorded overtime and TOIL, casual conversion and leave trends) and make recommendations as appropriate.
- 33.10 The PWMC will consist of equal numbers of **University** and **NTEU** representatives (who will be **University staff** members) and will meet quarterly.

34. Hours of Work – Professional Staff

34.1 The ordinary hours of work for a full-time **professional staff** member will be in accordance with the following table. Transition arrangements for moving to a 36.25 hour week are outlined in Schedule 9.

| | For the period up to and including 31 December 2023 | FFPPOA 1 January 2024 |
|--------------------------|--|---|
| Ordinary hours | The ordinary hours for a full-time professional staff member will not exceed 35 hours and can be worked within one of the following work cycles | The ordinary hours for a full-time professional staff member will not exceed 36.25 hours and can be worked within one of the following work cycles |
| 7 day work cycle | 35 hours within a cycle not exceeding 7 days | 36.25 hours within a cycle not exceeding 7 days |
| 14 day work cycle | 70 hours within a cycle not exceeding 14 days | 72.50 hours within a cycle not exceeding 14 days |
| 21 day work cycle | 105 hours within a cycle not exceeding 21 days | 108.75 hours within a cycle not exceeding 21 days |
| 28 day work cycle | 140 hours within a cycle not exceeding 28 days | 145 hours within a cycle not exceeding 28 days |

34.2 The ordinary hours of work will 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.

34.3 A **staff** member 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.

35. Flexi-Span Hours – Professional Staff

35.1 Notwithstanding clause 34 (Hours of Work – **Professional Staff**), a **professional staff** member may work ordinary hours which are rostered outside the spread of ordinary hours specified in clause 34 (Hours of Work – **Professional Staff**), on a temporary or ongoing basis where it is:

- (a) necessary to meet the **University’s** operational requirements and agreed in writing between the **staff** member and the **University**; or
- (b) requested at the **staff** member’s initiative and approved by the **University** solely to accommodate flexible working requests of the **staff** member, including to better meet their personal circumstances.

35.2 For the purposes of subclause 35.1(a), “operational requirements” means:

- (a) Where the work required to be performed involves discrete **University** student, **staff** or public-facing services or activities; and
- (b) The intrinsic nature of the work required is such that it must be performed outside the span of hours.

- 35.3 A **professional staff** member who works ordinary hours in accordance with subclause 35.1(a) will be paid:
- (a) a 20% flexibility loading for every hour worked outside the spread of ordinary hours specified in clause 34 (Hours of Work – **Professional Staff**), except for:
 - (i) ordinary hours worked on a Saturday, where the **professional staff** member will be paid a 50% flexibility loading per hour;
 - (ii) ordinary hours worked on a Sunday, where the **professional staff** member will be paid a 100% flexibility loading per hour; and
 - (iii) ordinary hours worked on a **University Holiday**, where the **professional staff** member will be paid a 150% flexibility loading per hour.
- 35.4 This clause 35 will be used, amongst other things, as a measure to facilitate ongoing employment rather than **casual employment**, and will not be utilised as the standard form of engagement of **professional staff** members. The operation of this clause will be confined to:
- (a) existing **casual staff** members;
 - (b) any new **staff** members; or
 - (c) any existing non-**casual staff** member who requests to be engaged under a Flexi-Span Hours arrangement pursuant to subclause 35.1(b).
- 35.5 The **University** will not make any continuing **professional staff** member involuntarily redundant for the purposes of engaging a **staff** member under a Flexi-Span Hours arrangement.
- 35.6 Where a **staff** member is working a flexible hours span under subclause 35.1(b) on a temporary or ongoing basis, the **staff** member may revert to their previous hours of work, by giving 28 days' written notice to the **University**, or as otherwise agreed.

36. Shift Work – Professional Staff

- 36.1 Shift work is performed when a **professional staff** member:
- (a) is employed in an existing, new or vacant position designated as a shift work role; or
 - (b) is 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 8am to 6pm (Monday to Friday), and agrees to perform shift work, where such agreement will not be unreasonably withheld;
- and is instructed by the **University** to start or finish their ordinary hours of duty other than on overtime outside the span of hours defined in subclauses 34.1 and 34.2 above or the individual's ordinary hours of work made under a flexibility agreement in accordance with Clause 4 (**Agreement Flexibility**) or Clause 35 (Flexi-Span). These **staff** members will 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.
- 36.2 The following subclauses apply to shift work, other than where provisions in Schedule 8 apply to the **staff** member.

Definitions

- 36.3 **Day shift** means any shift starting at or after 6.00am and finishing at or before 7.30pm.
Afternoon shift means any shift finishing after 7.30pm and at or before midnight.
Night shift means any shift finishing 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.

Shift Loadings

36.4 The following shift loadings will apply for eligible **staff** members, based upon their **ordinary rate of pay**:

| Rostered Shift | Loading |
|-------------------------------|---------|
| Day Shift / Ordinary Shift | None |
| Afternoon Shift / Night Shift | 15% |
| Saturday | 50% |
| Sunday | 100% |
| University Holiday | 150% |

Rates not Cumulative

36.5 The penalty rates within this clause and in the overtime clause are not cumulative. Where the **staff** member is entitled to more than one (1) penalty rate the **staff** member will be entitled to the highest single penalty rate.

Extra Week's Leave for Regular and Systematic Shift Workers

36.6 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 |
|----------------------------------|---|
| Ten (10) day fortnight | 36.25 hours (pro rata for part time) |
| Less than ten (10) day fortnight | Calculated on a proportionate basis of 36.25 hours (that is, the number of days of regular shift work per fortnight divided by ten (10)). |

Change to shift roster

36.7 Where changes are made by the **University** to the **staff** member's shift or roster, or the **staff** member is transferred by the **University** between rosters, the **staff** member must be notified at least 72 hours prior to the change becoming operative. If 72 hours' notice is not provided, the **staff** member will be entitled to a shift penalty rate of 150% of the minimum hourly rate.

37. Overtime – Professional Staff

37.1 The **University** may require a **professional staff** member to work reasonable hours outside of the span of hours or in excess of their ordinary hours of work and the **staff** member will, on reasonable notice, work such overtime in accordance with the instructions of the **supervisor**. Where a **staff** member has obligations, then the **supervisor** will attempt to accommodate these obligations when making arrangements for **staff** to carry out overtime.

Calculation of Overtime

37.2 Overtime will be provided for all authorised work performed outside of the span of hours or in excess of the ordinary hours of work, calculated on a daily basis. Any hours worked in accordance with an arrangement or agreement under clause 4 (**Agreement Flexibility**), clause 35 (Flexi-Span Hours – **Professional Staff**) or clause 36 (Shift Work – **Professional Staff**) will not amount to authorised time performed outside the span of hours and within the meaning of clause 37 (Overtime – **Professional Staff**).

37.3 Subject to subclause 37.5 the following overtime rates will apply:

- (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 (3) hours whichever occurs first) and double time thereafter.
- (c) Sundays – double time.
- (d) **University Holidays** prescribed in clause 41 of this **Agreement** – double time and a half.

37.4 For the purposes of the calculation of payment for overtime for **staff** classified at **HEO** Levels 1 to 6:

- (a) the salary of a **staff** member will not include shift work allowances or casual loadings but will include higher duties allowance;
- (b) where the daily ordinary hours of duty are flexible, the total hours worked in accordance with a work cycle as defined in subclause 34.1 will be computed and overtime rates will apply to all time worked in excess of or outside the ordinary hours of duty prescribed for the work cycle;
- (c) if the **staff** member is required to work overtime at a time that is not continuous with the **staff** member's ordinary hours, the minimum overtime payment due to the **staff** member will be three (3) hours. However, if the **supervisor** does not specify the time at which the overtime is to be performed and the overtime could reasonably be performed at a time that is continuous with the **staff** member's ordinary hours, the **staff** member may request to work the overtime at a time of their choosing and, if granted, will be paid for the overtime worked.

37.5 With the approval of their **supervisor**, a **professional staff** member classified at **HEO** Levels 1 to 6 may agree, prior to the overtime being worked, to take time off in lieu (TOIL) of overtime payment. The time off will be accrued in the same manner as is prescribed in subclause 37.3.

37.6 **Staff** classified at **HEO** Level 7 and above will not be eligible for overtime payment but will be granted TOIL for authorised overtime, calculated at one and half times the actual overtime hours worked.

37.7 Any TOIL accrued and not taken within six (6) months will be paid out at the **staff** member's **ordinary rate of pay**.

Example

*Val is an **HEO** Level 7 **staff** member. Val works a total of 72.5 hours of overtime between 1 February and 1 May, and accrues 108.75 hours of TOIL (72.5 x 1.5). Val takes 8.75 hours of TOIL in July. Val has an accrued TOIL balance of 100 hours as at 1 November. Given that Val has not used their TOIL within six (6) months from its accrual, the remaining TOIL balance (100 hours) is paid out at Val's **ordinary rate of pay**.*

37.8 **Staff** members who work approved overtime may be entitled to payment of an overtime meal allowance in accordance with subclause 28.1.

Breaks between Periods of Duty

37.9 A **professional staff** member 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, will be released for a minimum rest period of ten (10) consecutive hours plus reasonable travel time (based on the time normally required for the **staff** member to travel from home to/from work). Such release will be without any loss of pay for scheduled ordinary duty occurring during such absence.

37.10 A **professional staff** member required by the **University** to resume or continue work without having had at least ten (10) consecutive hours break will be paid at ordinary rate plus 100% until released from duty.

Reimbursement of Fares

37.11 If as a result of overtime worked, a **professional staff** member is not able to access the usual means of transport between their home and place of work, they are eligible to claim reimbursement for the difference between the normal cost of the travel and the cost actually incurred through the use of a reasonable alternative means of transport.

On-call Allowance and Call Out Payments

37.12 A **professional staff** member required to be on-call by their **supervisor**, to either respond to queries or to return to work after the **staff** member's ordinary hours of work will be paid an on-call allowance.

37.13 The on-call allowance will be an amount equal to 20% of the **staff** member's **ordinary rate of pay** for the time when the **staff** member is required to be on-call.

37.14 All requests for a **professional staff** member to be on-call and any subsequent payment of the on-call allowance must be authorised by the **staff** member's **supervisor**.

37.15 A **staff** member who is required to be on-call must be contactable by telephone and be fit and ready for on-site attendance (or remote log-in) within one (1) hour.

37.16 This clause will operate in conjunction with the **University's** overtime and call back provisions in this clause 37. The following minimum periods apply in respect to overtime payments for a **professional staff** member who is required to be on-call:

(a) Where the **professional staff** member is called into their office, another part of a **University** campus or an off-campus work site, three (3) hours (which will include travel time); or

(b) Where the **professional staff** member responds remotely (i.e. without travelling to a **University** work site), fifteen (15) minutes.

37.17 The **staff** member will not be paid the on-call allowance for the period of the **staff** member's overtime payment.

38. Rest Breaks – Professional Staff

38.1 **Professional staff** are entitled to take reasonable paid rest breaks and will not be required to work more than five (5) consecutive hours without a break for a meal of at least 30 minutes but not more than one (1) hour. Time for a meal break will not be paid for and will not be counted as time worked.

38.2 **Professional staff** who undertake customer-facing duties as part of a regular roster will be eligible for two (2) rostered paid rest breaks of ten (10) minutes' duration each per day under arrangements acceptable to the **University**. Fractional **staff** members who work less than a 70% time fraction on a single day will only be entitled to one (1) paid rest break for that day. Where a **staff** member is rostered for paid rest breaks under this subclause, they will not be entitled to take additional paid rest breaks under subclause 38.1.

39. Flexible Working Arrangements

- 39.1 All **staff** members who:
- (a) have **caring responsibilities**;
 - (b) have a disability;
 - (c) are 55 years of age or older;
 - (d) are pregnant;
 - (e) are experiencing **family and domestic violence**; or
 - (f) provide care or support to an immediate family or household member who is experiencing **family and domestic violence**;
- are entitled to request flexible working arrangements.
- 39.2 Flexible working arrangements may include, but are not limited to:
- (a) changing starting and finishing times within hours of work as regulated by this **Agreement**;
 - (b) increasing or decreasing hours of work;
 - (c) periods of leave without pay.
- 39.3 The entitlement to flexible working 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**.

Applying for flexible working arrangements

- 39.4 To access flexible working arrangements, **staff** members will 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.
- 39.5 On receipt of an application for flexible working 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.
- 39.6 Applications for flexible working arrangements may only be refused on reasonable business grounds.
- 39.7 If an application for flexible working arrangements is refused:
- (a) The **University** must provide detailed reasons in writing to the **staff** member; and
 - (b) In addition to any other rights under this **Agreement**, the **staff** member may make a further application where circumstances have changed or after two (2) years from the date of the initial application.

40. Field Work

Hours worked on Field Trips – Professional and Academic Staff

- 40.1 For the purposes of this **Agreement**, field work activities are those designated as field work and relate to teaching or research undertaken at locations other than **University** premises where the **staff** member is required to reside at the location for a period of more than one (1) day (field work location).
- 40.2 Field work hours means the time spent travelling to and from the field work location and the time performing required work duties at the field work location.
- 40.3 Field work hours do not include rest breaks, sleeping, or leisure time following required work duties being performed.
- 40.4 Where a field work trip exceeds 14 days, a **staff** member is entitled to a paid rest day (based on their ordinary hours and **ordinary rate of pay**), to be taken in the field but in exceptional cases, where requested by the **staff** member, can be taken after field work finishes as agreed between a **staff** member and their **supervisor**.
- 40.5 Where a **University Holiday** occurs during field work, an additional day/s in lieu will be given.

Professional staff

- 40.6 **Professional staff** who perform field work in excess of their ordinary hours or outside the span of hours will be provided with overtime in accordance with clause 37.
- 40.7 All rest days are to be taken within two (2) weeks of return to work (or within four (4) weeks by mutual agreement between a **staff** member and their **supervisor**).
- 40.8 **Casual professional staff** will be paid at the applicable rate in Schedule 4 for the field work hours.

Academic staff

- 40.9 Arrangements for field work for continuing and fixed-term **academic staff** will be factored into the workload planning process set out in clause 31.
- 40.10 **Casual academic staff** will be paid at the applicable rate in clause 10 of Schedule 3 for the field work hours.

PART F — LEAVE PROVISIONS



41. University Holidays

- 41.1 Unless substituted in accordance with this **Agreement**, the **University** will observe the following Public Holidays as **University Holidays**:
- (a) New Year's Day
 - (b) Australia Day
 - (c) Labour Day
 - (d) Anzac Day
 - (e) Good Friday
 - (f) Saturday before Easter Sunday
 - (g) Easter Monday
 - (h) Tuesday after Easter Monday
 - (i) King's Birthday
 - (j) Friday before the AFL Grand Final
 - (k) Melbourne Cup Day
 - (l) Christmas Day
 - (m) Boxing Day
 - (n) Any other additional gazetted Public Holiday(s), provided that where it falls during a **teaching period** in the **University's** academic calendar, a substitute **University Holiday** may be granted by the **University**.
- 41.2 Where New Year's Day, Australia Day, Anzac Day, Christmas Day or Boxing Day fall on a weekend (and another day is not already gazetted in substitute), the next available working day will be granted as a substitute **University Holiday** by the **University**.
- 41.3 The **University** and a **staff** member may agree to substitute another day for a day that would otherwise be a **University Holiday**. In this instance the **staff** member will not be entitled to any penalty payments for working on a **University Holiday**.
- 41.4 Where the **University Holiday** falls on a day when a **staff** member (other than a **casual staff** member) would be required to work, the **staff** member is entitled to be absent from work on that day without loss of pay.
- 41.5 **Staff** whose employment is located outside Victoria but within Australia will be entitled to public holidays in accordance with the **NES** only. If the number of public holidays in accordance with the **NES** is less than the number of **University Holidays** in subclause 41.1, the shortfall will be added to the recreation leave accrual for a **staff** member whose employment is located outside Victoria but within Australia.
- 41.6 **Professional staff** members who work on a **University Holiday** will be paid penalty payments of double time and a half.
- 41.7 Where a **University Holiday** occurs during the period in which a **staff** member is absent on paid leave (with the exception of paid parental leave), no deduction will be made for that day from the **staff** member's leave credits. A **staff** member on paid parental leave or any form of unpaid leave is not entitled to payment for a **University Holiday**.

42. End of Year Closedown

- 42.1 The **University** will close down for four (4) working days in addition to any **University Holidays** at the end of each calendar year, as outlined in the end of year closedown calendar in Schedule 11.
- 42.2 Where an end of year closedown day falls on a day when a **staff** member (other than a **casual staff** member) would be required to work, the **staff** member is entitled to be absent from work on that day without loss of pay.
- 42.3 The **University** and a **staff** member may agree to substitute another day for a day that would otherwise be an end of year closedown day.

42.4 The end of year closedown days are not **University Holidays**.

42.5 For the purpose of transition to this arrangement from the commencement of this **Agreement**, any public holidays that were worked in the first calendar year of this **Agreement** as part of the substitution arrangements under the **2018 Agreement** will be considered to be incorporated as days in lieu within the first End of Year closedown period under this **Agreement**, and no additional payment or compensation will be made in respect of those days.

43. Recreation Leave

43.1 The entitlement to recreation leave and leave loading are set out in this table:

| Leave Type | Entitlement | Eligibility |
|-------------------------|---|---|
| Recreation Leave | <ul style="list-style-type: none"> Four (4) weeks for each completed year of Service. Leave accrues on a fortnightly basis according to ordinary hours worked. Staff may be granted up to two (2) weeks' recreation leave in advance of accrual. | Staff except for casual staff |
| Leave Loading | <ul style="list-style-type: none"> A staff member who, as at 31 October in any year, has qualified for four (4) weeks' recreation leave since 1 November of the previous year, is entitled in respect of that leave to a payment of leave loading equal to 17.5% of four (4) weeks' salary, provided that the loading payment will not exceed the loading payment applicable to: <ul style="list-style-type: none"> in the case of academic staff, the salary of a Level A, step 6 Academic as set out in Schedule 3 in the case of professional staff, the salary of a HEO Level 7, step 1 Professional as set out in Schedule 4 Where the leave accrual in respect of the period from 1 November in the previous year to 31 October is less than four (4) weeks (for example the staff member commenced or ceased employment part way through that period), a pro-rata payment will be made for a staff member based on completed days of Service in that year ending 31 October. A staff member who ends employment prior to payment in December in any year will be entitled to a pro-rata leave loading payment on termination based on the number of completed months of service. Otherwise, payment of the recreation leave loading will be made in a lump sum and occur in December in respect of the preceding period. | Staff except for casual staff |

Other conditions relating to Recreation Leave

- 43.2 The dates for taking recreation leave will be agreed between the **staff** member and their **supervisor**.
- 43.3 An **academic staff** member is normally expected to take recreation leave in a period where the **staff** member is not allocated teaching delivery activities and must obtain the approval of the Dean or delegate before commencing recreation leave during a period of allocated teaching delivery activities. A Dean or delegate will not unreasonably withhold approval for recreation leave sought during the **staff** member's non-teaching periods.
- 43.4 Any untaken recreation leave will be paid on termination of employment, provided that any leave used in advance of an entitlement accruing will be deducted from any payment due to the **staff** member on termination of their employment.

Management of Excess Recreation Leave

- 43.5 For the purposes of this clause, an "excessive recreation leave balance" is an accrual of at least six (6) weeks' recreation leave.
- 43.6 Where the requirement is reasonable, the **University** may, by written notice, require **staff** with an excessive recreation leave balance to take sufficient recreation leave to bring their accrued entitlement to four (4) weeks' leave, subject to the following:
- (a) the **staff** member must not be required to take leave within the first two (2) months of receiving the notice;
 - (b) the dates over which the leave will be taken are to be agreed between relevant **staff** and their **supervisor**, provided that:
 - (i) if the **staff** member and **supervisor** are unable to reach agreement within two (2) months of the **staff** member 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, provided that the **University** will not require the **staff** member to take a period of less than one (1) week at a time;
 - (ii) the period of leave must be taken by the **staff** member 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
 - (iii) alternatively, the **staff** member may elect to cash out a period of recreation leave in accordance with subclause 43.7.
 - (c) Provided that the requirements of subclause 43.5 have been met, where a **staff** member is directed to take recreation leave in accordance with subclause 43.6(b), the employer will be entitled to deduct from the **staff** member's accrual the amount of recreation leave that has been directed to be taken, at the conclusion of the directed period.

Cashing Out Recreation Leave

- 43.7 A **staff** member who has an accrual of at least eight (8) weeks' recreation leave may request to cash out an amount of recreation leave on the following basis:
- (a) each request must be made in writing and approved by the **staff** member's **supervisor** and the Executive Director, Human Resources and will consider past and future leave arrangements of the **staff** member;
 - (b) any cashing out must not result in the **staff** member's remaining accrued entitlement to paid recreation leave being less than four (4) weeks; and
 - (c) the **staff** member must be paid at least the full amount that would have been payable had they taken the leave that they cashed out.

Transition plan for Recreation Leave Loading

- 43.8 In the period between the commencement of this **Agreement** and 31 October 2024, **staff** will continue to receive payment of recreation leave loading in accordance with the **2018 Agreement**, including at the applicable rate prescribed in the **2018 Agreement** and receiving payment at the time recreation leave is taken.
- 43.9 The **University** will then calculate recreation leave loading payable on the **staff** member's accrued recreation leave balance as at 31 October 2024 and make payment of the loading in a lump sum in December 2024.
- 43.10 From 1 November 2024 the provisions in subclause 43.1 will apply. Recreation leave loading will not be paid at the time recreation leave is taken, and will be paid in an annual lump sum payment each December, or where a **staff** member's employment terminates prior to December it will be paid upon termination of their employment.

44. Long Service Leave

- 44.1 Eligible **staff** will be entitled to 9.1 weeks' long service leave after completion of seven (7) continuous years of service, and 1.3 weeks' leave for each additional year of service.
- 44.2 **Staff** may take double the period of long service leave by taking the leave at half-pay, provided that the **staff** member must take a minimum amount of two (2) weeks' leave (equivalent to one (1) week at full-pay) and that service-based entitlements will accrue at half rate when leave at half pay is taken.
- 44.3 Long service leave will be paid at the **staff** member's time fraction as at the date on which the leave is taken.

Periods of Leave

- 44.4 A request for long service leave may be for a period of one (1) day or greater.

Time of taking leave

- 44.5 Where a **staff** member has an accrued entitlement to take long service leave, the **staff** member and their **supervisor** will consult about agreeing to mutually acceptable dates when the leave will be taken. The dates will be agreed having regard to the **staff** member's preferred dates and the operational needs of the **University**.
- 44.6 Where a **staff** member gives the notice set out below of their intention to take long service leave, unless there are exceptional circumstances, approval will not be unreasonably withheld:
- (a) six (6) months' notice in the case of **professional staff** at **HEO** Level 7 and below; or
 - (b) twelve (12) months' notice in the case of **professional staff** at **HEO** Level 8 and above and **academic staff**.
- 44.7 If the **supervisor** and **staff** member are unable to agree on a suitable time to take long service leave, the matter will be referred to the Executive Director, Human Resources, for determination. Before making the decision, the Executive Director, Human Resources, will provide the **staff** member with an opportunity to present their case in writing.

Reduction of Excess Long Service Leave

- 44.8 Where a **staff** member has accumulated more than 20 weeks of long service leave, the Executive Director, Human Resources may give the **staff** member written notice to take up to 13 weeks' long service leave at a time convenient to the needs of the **University**, provided that:
- (a) a bona fide effort will be made to reach an agreement with the **staff** member on the dates the leave will be taken, but if no agreement is reached on this matter, the **supervisor** may specify the dates the leave will be taken, which will be no sooner than six (6) months from the date of the Executive Director, Human Resources' direction. The **staff** member will be regarded as being on leave for the directed period and their accrued entitlement to long service leave will be reduced accordingly;
 - (b) where a **staff** member has entered into a pre-retirement contract, or if the **staff** member enters into a pre-retirement contract after receiving the notice from the Executive Director, Human Resources, the **staff** member will not be required to take long service leave; and
 - (c) the minimum period of leave that a **staff** member will be directed to take in accordance with this subclause will be two (2) weeks on full pay.
- 44.9 Determinations made by the Executive Director, Human Resources under this clause will be final.

Payment of Long Service Leave on termination

- 44.10 **Staff** will be entitled to payment in lieu of untaken accrued long service leave as at the date of termination of employment where:
- (a) the **staff** member's employment at the **University** terminates after seven (7) years or more continuous service, including service recognised with another employer; or
 - (b) the **staff** member's employment ends due to ill health or death after four (4) years or more continuous service, including any service recognised with another employer; or
 - (c) the **staff** member's employment ends pursuant to clause 66 (Redundancy Procedures) (excluding subclause 66.15 (Termination Process for Rejection of a Reasonable Offer of Redeployment)) and the **staff** member receives a redundancy payment under subclause 66.7, or pursuant to subclause 15.8 (**Research Continuing**).

Casual Long Service Leave

- 44.11 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 2018* (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).
- 44.12 For long service leave purposes, **casual employment** is taken to be continuous if there is no more than an absence of three (3) months between the end of one instance of employment and the start of the next instance of employment. If there is more than a three (3) month absence between each instance of employment, casual service will be taken to be continuous if:
- (a) the **casual staff** member and the **University** so agree before the start of the absence;
 - (b) the absence is due to the terms of engagement of the **casual staff** member;
 - (c) the absence is caused by seasonal factors; or
 - (d) the **casual staff** member has been employed by the **University** on a regular and systematic basis and has a reasonable expectation of being re-engaged by the **University**.

45. Personal, Carer's and Infectious Diseases Leave

Entitlement to Leave

45.1 The entitlement to Personal Leave (including carer's leave) and Infectious Diseases Leave are set out in this table:

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|-----------------------|---|---|--|
| Personal Leave | <p>Three (3) weeks of paid leave for each completed year of Service.</p> <p>Leave accrues on a fortnightly basis according to ordinary hours worked.</p> <p>Staff may be granted up to three (3) weeks' paid personal leave in advance of accrual.</p> | Staff (except for casual staff) who are unfit for work because of a personal illness or injury. | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence.</p> |
| Carer's leave | <p>Staff can:</p> <ul style="list-style-type: none"> • Utilise untaken Personal Leave credits; or • Agree with the University to take unpaid leave; or • Take up to 14.5 hours unpaid carer's leave for each occasion if the staff member is a casual staff member or has exhausted their Personal Leave entitlement | All staff who are required to provide care or support to an immediate family member or member of the staff member's household because of an illness, injury or unexpected emergency. | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence.</p> <p>A Medical Certificate is to be provided for absences in excess of three (3) consecutive days or when absences exceed a total of five (5) days in any year of service.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|---|--|---|--|
| Funeral leave | <p>Continuing and fixed-term staff can:</p> <ul style="list-style-type: none"> Utilise untaken Personal Leave credits; or Agree with the University to take unpaid leave; <p>for up to one (1) day per occasion.</p> <p>Casual staff can access up to one (1) day of unpaid leave per occasion.</p> | <p>Staff for the purposes of attending a person's funeral where they do not have an entitlement to Compassionate Leave.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable to advise them of their absence.</p> |
| Supporting people to affirm their gender leave | <p>Staff are entitled to access their Personal Leave entitlements.</p> | <p>Staff (except for casual staff) for the purposes of supporting an immediate family member throughout the gender affirmation process.</p> | <p>A staff member must provide their supervisor with notice of the taking of leave as soon as practicable, and must advise of the period, or expected period, of the leave.</p> |
| Indigenous Australian Kinship Carer's leave | <p>Up to two (2) weeks' paid leave for each calendar year will be provided.</p> <p>Leave does not accumulate if not taken.</p> <p>Leave may be taken in periods of one (1) hour or more.</p> | <p>Staff (except for casual staff) who are required to care for a child under the age of 18 years as part of a Kinship Caring Arrangement (as notified by Kinship Carers Victoria or equivalent state body outside of Victoria) for the purposes of visits to birth parent/s, social worker and attending to court proceedings and government administrative requirements. Eligibility for Indigenous Australian Kinship Carer's Leave will cease once a decision is made about permanent care for the child.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence. Evidence of the Indigenous Australian Kinship caring arrangement may be required.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|--|--|--|--|
| <p>Infectious Diseases Leave</p> | <p>Full pay for the period the staff member is required to be absent from work. For casual staff this will only include payment for work the casual staff member was scheduled to undertake (at the applicable hourly rate).</p> <p>Leave will not be deducted from Personal Leave credits.</p> | <p>All staff who are unable to work as a result of contracting an infectious disease classified as notifiable to the Victorian Department of Health or equivalent State or Territory government body if the staff member resides outside of Victoria, or being required to remain in isolation due to contact with a person who has a notifiable infectious disease.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence.</p> <p>Evidence of the notification to the Victorian Department of Health, or equivalent State or Territory government body if applicable, advising of the contracting of an infectious disease is required to be provided. A Medical Certificate may be required stating that the staff member is to remain in isolation due to contracting or being in contact with a person who has a notifiable infectious disease.</p> |
| <p>Special Repatriation Leave</p> | <p>Up to 15 days of paid special repatriation leave per annum, in addition to any other leave entitlements.</p> <p>Any untaken leave is not paid out on termination of employment.</p> | <p>Staff (except for casual staff) who have suffered an illness or injury due to disabilities directly resulting from war service, provided that:</p> <ul style="list-style-type: none"> (a) The Department of Veterans Affairs (or its successor agency) confirms the legitimacy of the disability in writing; and (b) Such leave will accumulate if not taken, up to a maximum of 125 days' leave. | <p>Notice of absence to be given to supervisor as soon as reasonably practicable. Notice to include estimated length of the absence.</p> |

Other conditions relating to Personal leave

- 45.2 To be granted paid personal leave in advance:
- (a) a **staff** member will provide a **Medical Certificate** in respect of each absence;
 - (b) the request must be supported by the Dean or Director or the Division and be approved by the Executive Director, Human Resources; and
 - (c) Any personal leave used in advance of an entitlement accruing will be deducted from any payment due to the **staff** member on termination of their employment.
- 45.3 Personal leave that is not used will accumulate year to year. Any unused personal leave will not be paid out on termination of employment.
- 45.4 If a **staff** member with accrued personal leave is ill or injured for one or more working days during a period of recreation leave or long service leave and a relevant **Medical Certificate** is submitted, those working days may be treated as personal leave and appropriate adjustments will be made to the **staff** member's recreation leave or long service leave balance. This will not apply in circumstances where a **staff** member is on a period of unpaid parental leave and is utilising their recreation leave or long service leave entitlements to offset the period of unpaid leave.

Other conditions relating to Infectious Diseases Leave

- 45.5 If a **staff** member contracts an infectious disease classified as notifiable to the Victorian Department of Health or equivalent State or Territory government body if the **staff** member resides outside of Victoria, or is required by a medical practitioner to remain in isolation due to contact with a person who has a notifiable infectious disease for one or more working days during a period of recreation leave or long service leave, subject to meeting the normal notice and evidence requirements for Infectious Diseases Leave, those working days where the **staff** member is required to remain in isolation may be treated as Infectious Diseases Leave and appropriate adjustments will be made to the **staff** member's recreation leave or long service leave balance. This will not apply in circumstances where a **staff** member is on a period of unpaid parental leave and is utilising their recreation leave or long service leave entitlements to offset the period of unpaid leave.

46. Parental Leave

46.1 The **University** acknowledges the diversity of family structures and has designed parental leave entitlements to be inclusive and recognise either parent may take on the role of primary carer. The **University** supports parental leave applications from all **staff**.

46.2 The entitlement to Parental Leave is set out in the following tables:

(a) Unpaid Parental Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence |
|--|---|--|---|
| Staff (including eligible casual staff) with at least twelve (12) months' service) | 52 weeks unpaid parental leave (less any period of paid leave provided in this clause). | <p>If the staff member has, or will have, responsibility for the care of the child during the leave either by way of:</p> <ul style="list-style-type: none"> • birth of a child of the staff member, or their partner or legal surrogate; or • adoption of a child; or • an Indigenous Australian Kinship caring arrangement of a child. <p>Can be accessed up to six (6) weeks prior to the expected date of birth or placement of the child, but must commence no later than the date of birth or placement.</p> | <p>Staff must provide at least ten (10) weeks' written notice to their supervisor of the expected date of their leave (or as soon as is reasonably practicable in the case of an Indigenous Australian Kinship caring arrangement).</p> <p>Evidence to include a certificate from a medical practitioner stating the expected date of birth, a birth or placement certificate, or evidence of the Indigenous Australian Kinship caring arrangement (whichever is applicable); and</p> <p>Written confirmation from staff member providing that staff member will be the only primary caregiver for the period of the leave (save up to eight (8) weeks during the leave period during which there can be two primary carers of the child).</p> |

(b) Further Unpaid Parental Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence |
|--|--|--|--|
| <p>Staff members who have been granted an initial period of unpaid parental leave (including eligible casual staff)</p> | <p>Staff may request a further period of unpaid parental leave beyond the initial 52 week period for a further period of up to 52 weeks</p> | <p>If the staff member has, or will have, responsibility for the care of the child for the duration of the leave.</p> | <p>The staff member's request must be in writing and given to the University at least four (4) weeks before the end of the current parental leave period.</p> <p>The University will give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response will include the details of the reasons for any refusal on reasonable business grounds.</p> <p>Evidence to include written confirmation from staff member providing that the staff member will be the only primary caregiver for the period of the leave.</p> |

(c) Paid Primary Carer Leave

| Eligibility | Entitlement | | Conditions | Notice and Evidence |
|---|---|--|---|--|
| <p>All staff employed on a continuing or fixed-term basis</p> | <p>Length of Service</p> | <p>Quantum of Paid Leave</p> | <p>If the staff member has, or will have, responsibility for the care of the child during the leave either by way of:</p> <ul style="list-style-type: none"> • birth of a child of the staff member, or their partner or legal surrogate; or • adoption of a child under school age; or • an Indigenous Australian Kinship caring arrangement of a child under school age. <p>Can be accessed up to six (6) weeks prior to the expected date of birth or placement of the child, and all paid entitlements must be utilised within 52 weeks of the date of birth or placement of the child.</p> | <p>Staff must provide at least ten (10) weeks' written notice to their supervisor of the expected date of their leave (or as soon as is reasonably practicable in the case of an Indigenous Australian Kinship caring arrangement).</p> <p>Evidence to include a certificate from a medical practitioner stating the expected date of birth, a birth or placement certificate, or evidence of the Indigenous Australian Kinship caring arrangement (whichever is applicable); and</p> <p>Written confirmation from staff member providing that staff member will be the only primary caregiver for the period of the leave (save up to eight (8) weeks during the leave period during which there can be two primary carers of the child).</p> |
| | <p>24 months or greater</p> | <p>36 weeks paid leave</p> | | |
| | <p>Between 12 and 24 months</p> | <p>26 weeks paid leave</p> | | |
| | <p><12 months</p> | <p>Two (2) weeks paid leave per completed month of Service</p> | | |
| <p>The staff member may elect to take all or part of the leave entitlements at a proportion of full pay provided that other relevant entitlements will accrue on the same pro rata basis during the relevant period and the paid entitlements are used within 52 weeks of the date of birth or placement of the child.</p> <p>If a staff member accesses Paid Secondary Carer Leave and later becomes eligible to take Paid Primary Carer Leave, their entitlement to Paid Primary Carer Leave will reduce by any period of Paid Secondary Carer Leave taken.</p> | <p>The staff member may elect to take all or part of the leave entitlements at a proportion of full pay provided that other relevant entitlements will accrue on the same pro rata basis during the relevant period and the paid entitlements are used within 52 weeks of the date of birth or placement of the child.</p> <p>If a staff member accesses Paid Secondary Carer Leave and later becomes eligible to take Paid Primary Carer Leave, their entitlement to Paid Primary Carer Leave will reduce by any period of Paid Secondary Carer Leave taken.</p> | | | |

(d) Paid 'School Age' Primary Carer Leave

| Eligibility | Entitlement | | Conditions | Notice and Evidence |
|--|---------------------------------|---|---|---|
| <p>All staff employed on a continuing or fixed-term basis</p> | <p>Length of Service</p> | <p>Quantum of Paid Leave</p> | <p>If the staff member has, or will have, responsibility for the care of the child during the leave either by way of:</p> <ul style="list-style-type: none"> • adoption of a school aged child; or • an Indigenous Australian Kinship caring arrangement of a school aged child. <p>Can be accessed from four (4) weeks prior to the date of placement of the child, and all paid entitlements must be utilised within 52 weeks of the date of placement of the child.</p> | <p>Staff must provide at least ten (10) weeks written notice to their supervisor of the expected date of their leave (or as soon as is reasonably practicable in the case of an Indigenous Australian Kinship caring arrangement).</p> <p>Evidence to include the expected date of placement or evidence of the Indigenous Australian Kinship caring arrangement (whichever is applicable); and</p> <p>Written confirmation from the staff member providing that they will be the only primary care-giver for the period of the leave.</p> |
| | <p>12 months or greater</p> | <p>12 weeks paid leave</p> | | |
| | <p><12 months</p> | <p>One week paid leave per completed month of Service</p> | | |
| <p>The staff member may elect to take all or part of the leave entitlements at half pay provided that other relevant entitlements will accrue on the same pro rata basis during the relevant period and the paid entitlements are used within 52 weeks of the placement of the child.</p> <p>If a staff member accesses Paid Secondary Carer Leave and later becomes eligible to take Paid 'School Aged' Primary Carer Leave, their entitlement to Paid 'School Aged' Primary Carer Leave will reduce by any period of Paid Secondary Carer Leave taken.</p> | | | | |

(e) Paid Secondary Carer Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence |
|--|---|--|--|
| <p>All staff employed on a continuing or fixed-term basis irrespective of the period of service</p> | <ul style="list-style-type: none"> Entitled to up to three (3) weeks of Paid Secondary Carer Leave. A staff member cannot receive Paid Secondary Carer Leave entitlements where the staff member has received Paid Primary Carer Leave or Paid 'School Aged' Primary Carer Leave entitlements in relation to their child. If a staff member accesses Paid Secondary Carer Leave and later becomes eligible to take Paid Primary Carer Leave or Paid 'School Aged' Primary Carer Leave, their entitlement to Paid Primary Carer Leave or Paid 'School Aged' Primary Carer Leave will reduce by any period of Paid Secondary Carer Leave taken. | <p>A staff member, who will be the Secondary Carer of a child either by way of:</p> <ul style="list-style-type: none"> birth of a child of the staff member, or their partner or legal surrogate; or adoption of a child; or an Indigenous Australian Kinship caring arrangement of a child. <p>Can be accessed from one (1) week prior to the expected birth or placement and must be used within 52 weeks from the date of birth or placement of the child. A request for paid secondary carer leave may be for periods of one (1) day or greater.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable.</p> <p>Evidence to include a certificate from a medical practitioner stating the expected date of birth, a birth or placement certificate, or evidence of the Indigenous Australian Kinship caring arrangement (whichever is applicable).</p> |

(f) Early Pregnancy Loss Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence |
|--|--|--|---|
| <p>All staff employed on a continuing or fixed-term basis irrespective of the period of service</p> | <p>Up to three (3) weeks of paid Early Pregnancy Loss Leave (Life Events Leave - clause 49).</p> | <p>In the event of the staff member's pregnancy ending by miscarriage during the first 20 weeks of the pregnancy.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started).</p> |

(g) Late Pregnancy Loss Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence | | | | | | |
|--|--|-------------------|-----------------------|----------------------|---------------------|------------|----------|---|--|
| <p>All staff employed on a continuing or fixed-term basis</p> | <p>Combined total of six (6) months' paid and unpaid leave taken as a single continuous period. Paid component of leave calculated as follows:</p> <table border="1" data-bbox="399 616 727 871"> <thead> <tr> <th data-bbox="399 616 563 728">Length of Service</th> <th data-bbox="563 616 727 728">Quantum of Paid Leave</th> </tr> </thead> <tbody> <tr> <td data-bbox="399 728 563 808">12 months or greater</td> <td data-bbox="563 728 727 808">14 weeks paid leave</td> </tr> <tr> <td data-bbox="399 808 563 871"><12 months</td> <td data-bbox="563 808 727 871">Pro rata</td> </tr> </tbody> </table> <p>May be extended by a further period of up to six (6) months' unpaid leave if supported by medical certificate.</p> | Length of Service | Quantum of Paid Leave | 12 months or greater | 14 weeks paid leave | <12 months | Pro rata | <p>Available to a staff member whose pregnancy ends (after at least 20 weeks) by miscarriage or the birth of a still-born child.</p> <p>If the staff member has already commenced parental leave, the leave will be deemed to have been Late Pregnancy Loss Leave and the staff member will receive the balance of Late Pregnancy Loss Leave that remains.</p> <p>Other forms of parental leave applied for, but which have not commenced will be cancelled.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started).</p> <p>Medical Certificate stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.</p> |
| Length of Service | Quantum of Paid Leave | | | | | | | | |
| 12 months or greater | 14 weeks paid leave | | | | | | | | |
| <12 months | Pro rata | | | | | | | | |

(h) Paid Surrogacy Leave

| Eligibility | Entitlement | Conditions | Notice and Evidence |
|--|--|--|---|
| All staff employed on a continuing or fixed-term basis irrespective of their period of service | Entitled to up to twelve (12) weeks Paid Surrogacy Leave | <p>Available to a staff member who enters into a formal surrogacy arrangement which complies with Part 4 of the <i>Assisted Reproductive Treatment Act 2008</i> (Vic) as the surrogate.</p> <p>Can be accessed up to six (6) weeks prior to the expected date of birth of the child, and all paid entitlements must be utilised within six (6) weeks of the date of birth of the child.</p> | <p>A staff member must provide ten (10) weeks' written notice to the University of their intention to take Surrogacy Leave. The notification should include the intended start and end dates of the leave, and if known, any other leave the staff member seeks approval to take in conjunction with their Surrogacy Leave.</p> <p>The University may also require the staff member to provide documentary evidence confirming the expected date of birth of the child, and the formal surrogacy arrangement, which complies with Part 4 of the <i>Assisted Reproductive Treatment Act 2008</i> (Vic).</p> |

General conditions for parental leave

- 46.3 Any period of paid parental leave under this clause is included and not in addition to the 52 week period in subclause 46.2.
- 46.4 **Staff** can offset a period of unpaid parental leave or further unpaid parental leave by utilising their paid entitlements, if eligible, to:
- (a) Paid Primary Carer leave; or
 - (b) Paid 'School Age' Primary Carer leave; or
 - (c) Accrued recreation leave; or
 - (d) Accrued Long Service leave,
- provided that **staff** must use any entitlement to paid leave under (a) and (b) above before they utilise any entitlement to paid leave under (c) and (d).
- 46.5 Entitlement to parental leave, including any paid leave provided for under subclause 46.2, will be reduced by any period of parental leave taken by the **staff** member's **partner** if they are employed by the **University**. The entitlement to parental leave will not be reduced by paid secondary carer leave taken by the **staff** member's **partner** under subclause 46.2(e).
- 46.6 Periods of parental leave must be taken in a single continuous period.

- 46.7 **Casual staff** are not entitled to paid parental leave. **Casual staff** and will only be eligible to unpaid parental leave if they:
- (a) have been employed by the **University** on a regular and systematic basis for a sequence of periods of employment of at least twelve (12) months; and
 - (b) but for the birth or placement of the child, the **staff** member would have a reasonable expectation of ongoing employment by the **University** on a regular and systematic basis.
- 46.8 Superannuation contributions made by the **University** and the **staff** member will continue during any period of paid parental leave.
- 46.9 Normal incremental advancement within salary classifications will continue during any period of parental leave up to 52 weeks.
- 46.10 **Staff** employed for a fixed-term, which expires during a period of parental leave, will not be eligible for further parental leave after the date the **Fixed-term Employment** expires, unless they are re-employed on a continuing basis or on a further fixed-term and there is no break in service.
- 46.11 **Staff** may negotiate with their **supervisor** a return to work from parental leave at an earlier time than originally approved. The **University** may refuse any such request on reasonable business grounds which may include but not be limited to consideration of backfill arrangements the **University** already has in place.
- 46.12 **Staff** on parental leave will be informed in a timely manner of organisational change in their work area and consulted in accordance with the procedures in this **Agreement** if they are proposed to be affected by significant change.
- 46.13 **Staff** must confirm their intention to return to work from parental leave by providing at least six (6) weeks' written notice to their **supervisor** prior to the expiration of their absence.
- 46.14 On the ending of parental leave, **staff** are entitled to resume work in their substantive position and time-fraction. If their substantive position no longer exists, the **University** will seek to employ the **staff** member in a **suitable vacant position**. If a **suitable vacant position** does not exist the **staff** member will have access to the process set out in clause 66 (Redundancy Procedures) at their scheduled date of return to work, or prior if appropriate.
- 46.15 A **staff** member returning to work after a period of parental leave may request flexibility in accordance with clause 39 (Flexible Working Arrangements).

Return to work offset

- 46.16 **Staff** may request to use up to ten (10) weeks of their paid primary carer leave as return to work leave to be used to facilitate return to work after a period of parental leave, which may include:
- (a) a graduated return to work (agreed between the **staff** member and their **supervisor**); and/or
 - (b) agreed study leave, conference leave or some other identified **staff** development initiative identified in the **staff** member's Annual Performance Cycle Plan, providing that the **University** does not incur a Fringe Benefits Tax liability.
- 46.17 A request made by a **staff** member under subclause 46.16 will not be unreasonably denied.

Breastfeeding and chestfeeding

- 46.18 The **University** will support breastfeeding and chestfeeding as set out in **University** policies and procedures.

47. Family and Domestic Violence Support

Family and Domestic Violence Leave Entitlement

- 47.1 The entitlement to **Family and Domestic Violence** Leave is set out in this table. This entitlement does not pro-rata for part-time or **casual staff**.
- 47.2 **Family and Domestic Violence** Leave does not accumulate and any untaken leave is not paid out on termination of employment.

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|---|---|---|---|
| Family and Domestic Violence Leave | <ul style="list-style-type: none"> Ten (10) days paid leave in each calendar year for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with family violence. For casual staff this will only include payment for work the casual staff member was scheduled to undertake (at the applicable hourly rate). This leave is in addition to other existing leave entitlements a staff member may be eligible to access. Additional paid leave may be granted to continuing and fixed-term staff at the discretion of the Executive Director, Human Resources. | All staff who are experiencing family and domestic violence | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence.</p> <p>The University may request relevant supporting evidence such as documentation from the police, court, community or government agencies, a medical practitioner, a family violence support service or lawyer or a counselling professional.</p> |

*Support for **staff** experiencing **Family and Domestic Violence***

- 47.3 The **University** will support **staff** experiencing **Family and Domestic Violence** through:
- discussing flexible working arrangements, including changes to hours of work consistent with the needs of the work unit;
 - changing work location consistent with the needs of the work unit;
 - changing telephone number or email address; and
 - considering other requests made by the **staff** member.

48. Cultural, Community and Other Leave

- 48.1 **Staff** are entitled to cultural, community and other leave as described in this table.
- 48.2 Cultural, community and other leave entitlements expressed in hours will be provided on a pro-rata basis for **staff** engaged on part-time/fractional employment; or part-year or annualised hours professional employment.
- 48.3 Cultural, community and other leave does not accumulate and any untaken leave is not paid out on termination of employment.

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|---|--|---|--|
| Cultural or Religious Purposes Leave | Up to 21.75 hours of paid leave per year of service. | Staff (except for casual staff) for the observance of cultural or religious occasions of significance. For Indigenous Australians this leave may be accessed for any of the purposes described in Indigenous Australian Leave. | Where practicable, notice of absence is required to be provided to the supervisor in advance of taking the leave. Staff may be required to advise their supervisor of the relevant cultural or religious occasion of significance. |
| Indigenous Australian Leave | In addition to the Cultural or Religious Purposes leave, Indigenous Australians are entitled to one (1) week of paid leave and up to two (2) weeks of unpaid leave per year of service for Indigenous Australians community, cultural and ceremonial duties. In the case of funerals the staff member may be entitled to paid leave under clause 48 (Life Events Leave – Compassionate Leave). | Staff (except for casual staff) who are undertaking Indigenous Australians community, cultural and ceremonial duties including initiation, birthing and naming, smoking or cleansing, sacred site or land ceremonies, and attending to Sorry Business or leave for Sorry Day | Where practicable, notice of absence is required to be provided to the supervisor in advance of taking the leave. Staff may be required to advise their supervisor of the relevant community, cultural or ceremonial duties. |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|--|---|--|---|
| Jury Service, Crown Witness and Tribunal | <p>Entitled to be absent from work for the duration of attendance without loss of pay. If the attendance at a court or tribunal overlaps with an approved period of recreation or long service leave, no deduction will be made from the staff member's leave balance in respect of the relevant period.</p> <p>The staff member cannot claim reimbursement of any costs associated with such attendance.</p> | <p>Staff (except for casual staff) who are required to attend a court or tribunal for the purpose of jury service, as a Crown witness, as a witness on behalf of the NTEU or to give evidence directly related to their employment.</p> <p>If a staff member is required to appear in a court or tribunal for any other reason, the staff member will be entitled to unpaid leave for the duration of the attendance.</p> | <p>The staff member is required to notify the supervisor of the requirement to attend the court or tribunal in advance of the staff member taking the leave.</p> <p>Failure to notify the supervisor in advance of the leave will result in the leave being without pay or a staff member being required to utilise other leave entitlements.</p> <p>Staff may be required to provide their supervisor with evidence of their requirement to attend the court or tribunal.</p> |
| Volunteering / For Purpose organisation Leave | <p>Entitled to two (2) days of paid leave each calendar year.</p> | <p>Staff (except for casual staff) who are volunteering for a For Purpose organisation.</p> | <p>Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor. The supervisor will not unreasonably withhold their agreement.</p> |
| Donating Blood | <p>Entitled to take up to two (2) hours of paid leave per occasion, up to a maximum of 14 hours each calendar year.</p> | <p>Staff (except for casual staff) who are donating blood during working hours</p> | <p>Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor. The supervisor will not unreasonably withhold their agreement.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|---------------------------------|---|--|--|
| Emergency Services Leave | A staff member who engages in a Voluntary Emergency Management Activity is entitled to Full Pay for the duration of the activity. | Staff (except for casual staff) who are taking part in a Voluntary Emergency Management Activity . | Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence. |
| Defence Training | <p>Entitled to Full Pay for up to 18 days (including non-working days) to attend a military training camp. However, a further four (4) days may be granted if the Commanding Officer of the Unit certifies that the additional days are necessary.</p> <p>Leave without pay may be granted so that the staff member can attend one school, class or course of military instruction per year (other than an annual camp), for up to 16 days (including non-working days). If military pay is less than the Staff member's salary, the University will make up the difference on application by the staff member.</p> | Staff (except for casual staff) who are a member of the Australian Defence Reserve. | <p>The staff member is required to notify the supervisor of the requirement to attend Defence Training at least two (2) weeks in advance of the absence.</p> <p>Failure to notify the supervisor at least two (2) weeks in advance of the absence will result in the absence being leave without pay or a staff member being required to utilise other leave entitlements.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|--|--|---|--|
| <p>Sporting Competitions</p> | <p>May be granted paid or unpaid leave 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.</p> <p>Entitled to up to four (4) weeks of paid leave to compete in, or act as an accredited official at the Olympic Games or Paralympic Game (Summer or Winter) or Commonwealth Games.</p> <p>Entitled to up to four (4) weeks of unpaid leave to compete in, or act as an accredited official in an interstate, national or international sporting competition.</p> | <p>Staff (except for casual staff) who are competing in, or acting as an accredited official in an approved sporting event (as provided for in the Entitlement).</p> | <p>The staff member is required to notify the supervisor of the sporting competition at least two (2) weeks in advance of the leave and provide documentary evidence of selection as a competitor or accreditation as an official.</p> <p>Failure to notify the supervisor at least two (2) weeks in advance of the absence will result in the absence being leave without pay or a staff member being required to utilise other leave entitlements.</p> |
| <p>Trade Union Business Leave</p> | <p>Entitled to up to one (1) week per calendar year</p> <p>Paid leave in excess of one (1) week and up to two (2) weeks may be granted in any one calendar year subject to the total leave granted in that year and the subsequent year not exceeding two (2) weeks.</p> | <p>Staff (except for casual staff) who are attending trade union training courses or seminars, subject to the operational requirements of the University. The scope, content and level of the courses must contribute to a better understanding of industrial relations. Any short course conducted by or with the support of the NTEU or Australian Trade Union Institute (ATUI) will be deemed as contributing to a better understanding.</p> | <p>Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor. The supervisor will not unreasonably withhold their agreement.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|-----------------------------------|--|--|--|
| Contesting Elections Leave | Unpaid leave for the whole period with the ability to use accrued recreation or long service leave entitlements. | All staff for the period between close of nominations and declaration of the ballot at parliamentary elections. | Leave must be applied for and approved in advance by the supervisor . |

49. Life Events Leave

49.1 **Staff** are entitled to life events leave as described in this table.

49.2 Life events leave entitlements expressed in hours will be provided on a pro-rata basis for **staff** engaged on part-time/fractional employment; part-year or annualised hours professional employment.

49.3 Life events leave does not accumulate and any untaken leave is not paid out on termination of employment.

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|----------------------------|--|--|--|
| Compassionate leave | <p>Up to two (2) weeks of paid compassionate leave on each occasion for continuing or fixed-term staff.</p> <p>Up to two (2) weeks of unpaid compassionate leave on each occasion for casual staff.</p> <p>The Executive Director, Human Resources, may grant to the staff member further paid or unpaid 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).</p> | <p>Staff can take compassionate leave if:</p> <ul style="list-style-type: none"> • their partner, or an immediate family member or member of the staff member’s household dies or develops a life-threatening illness or injury; • a baby of an immediate family member or member of the staff member’s household is stillborn; or • their partner has a miscarriage | <p>Notice of absence to be given to supervisor as soon as reasonably practicable to advise them of their absence (which may be at a time after the leave has started).</p> <p>In the case of a serious personal illness or injury, the University may request a letter from a medical practitioner stating that the illness or injury is critical or of a life threatening nature.</p> |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|---|---|--|--|
| Life administration leave | Up to one (1) day each calendar year | Staff (except for casual staff) to attend to a range of life and personal administration matters as outlined in University policy and procedure. | Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor . The supervisor will not unreasonably withhold their agreement. |
| Assisted reproductive technology leave | Up to one (1) week in each calendar year. | Staff (except for casual staff) who are attending treatments, appointments and other activities related to the treatment or procedures that address fertility. This can include artificial insemination; in-vitro fertilisation; ICSI; or gamete intrafallopian transfer. | Notice of absence to be given to supervisor as soon as reasonably practicable prior to the absence. Notice to include estimated length of the absence. |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|--|--|--|--|
| <p>Gender Affirmation Leave</p> | <p>Up to four (4) weeks' paid leave in each calendar year up to a maximum of eight (8) weeks' over the life of the continuing or fixed-term staff member's employment.</p> <p>This leave is in addition to other existing leave entitlements a staff member may be eligible to access. If a staff member has used all of their paid leave under this clause, the staff member may apply for further unpaid leave. Such leave will not be unreasonably refused.</p> <p>The University will not tolerate discrimination or harassment based on gender identity.</p> | <p>Trans or gender-diverse staff (except for casual staff) for the purposes of social, medical or legal affirmation.</p> <p>Trans or gender-diverse staff employed as casual staff are not entitled to access paid Gender Affirmation Leave, but may be eligible for a Gender Affirmation Allowance (see clause 28 – Allowances and Responsibility Payments).</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable prior to the absence.</p> <p>Notice to include estimated length of the absence.</p> <p>Staff accessing Gender Affirmation Leave may, if reasonable, be required to provide a medical certificate or other suitable documentation, and this will be sufficient for all future occurrences of less than five (5) working days.</p> <p>The University will support staff members who are affirming their gender by respecting the right of the staff member's privacy by not disclosing any information about the staff member's trans or gender-diverse status without their consent, except as is practicably needed for processing the request for Gender Affirmation Leave.</p> |
| <p>Early pregnancy loss leave</p> | <p>Up to three (3) weeks of paid early pregnancy loss leave for continuing or fixed-term staff.</p> <p>Up to three (3) weeks of unpaid early pregnancy loss leave for casual staff.</p> | <p>Staff in the event of their pregnancy terminating by miscarriage at a gestation of prior to 20 weeks.</p> | <p>Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). Notice to include estimated length of the absence.</p> |

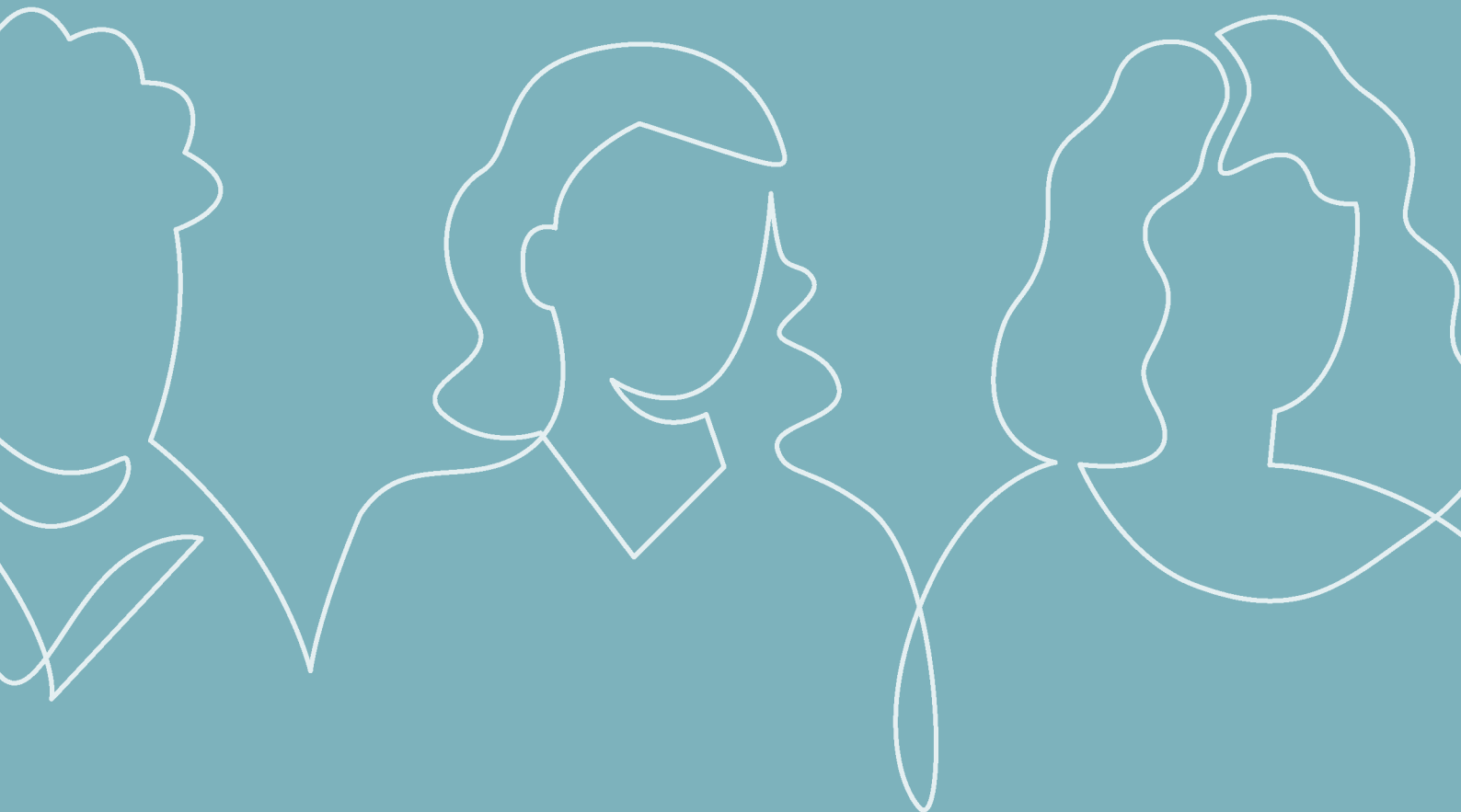
| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|--|---|---|--|
| Late pregnancy loss | Refer to parental leave clause 46 | Staff (except for casual staff) in the event of their pregnancy terminating by miscarriage or stillbirth at a gestation of 20 weeks or more. | Notice of absence to be given to supervisor as soon as reasonably practicable (which may be at a time after the leave has started). |
| Examination/ Study Leave (Professional Staff) | Paid leave for attendance at 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. | Professional staff (except for casual staff), undertaking an approved course of study during working hours where, in the opinion of the supervisor and Dean/ Divisional Manager, the course of study is of direct value to the University and relevant to the work or career goals of the staff member provided the staff member's career goals are aligned to a career available within the University . | Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor . The supervisor will not unreasonably withhold their agreement. |
| Relocation leave | Entitled to up to two (2) days of paid leave for the purpose of relocating to the new place of residence. | Staff (except for casual staff) who are required by the University to perform all or the major part of their duties at a different campus of the University (e.g. if the staff member's role is relocated to a different campus) and the staff member elects to relocate to a residence closer to the new place of work (or at a more convenient location for public transport). | Leave must be taken at a time agreed by the supervisor and applied for and approved in advance by the supervisor . The supervisor will not unreasonably withhold their agreement |

| Leave Type | Entitlement | Eligibility | Notice and Evidence |
|----------------------|---|---|---|
| Special leave | Paid or unpaid leave, at the discretion of the Executive Director, Human Resources. | All staff who are experiencing difficult personal or other circumstances, if granted by the Executive Director, Human Resources. | <p>Notice of absence to be given to supervisor as soon as reasonably practicable prior to the absence.</p> <p>Notice to include estimated length of the absence.</p> <p>The Executive Director, Human Resources may request documentary evidence in order to consider the request.</p> |

50. Leave to Count as Service

- 50.1 The following periods will count as service for the purposes of calculating all service based entitlements under this **Agreement**:
- any period of paid leave;
 - any period of parental leave up to 52 weeks;
 - up to four (4) weeks of unpaid personal leave (either continuous or an aggregate within any year of service);
 - any period of unpaid leave for the purposes of contesting elections to Federal or State Parliament.
- 50.2 For the purposes of calculating a fixed-term **staff** member's period of continuous service:
- A break of up to twelve (12) weeks between periods of **Fixed-term Employment** will not constitute breaks in the **staff** member's continuous service, provided that:
 - the interval between successive fixed-term appointments does not count as service;
 - continuity of service is broken if a **staff** member receives a severance payment in accordance with subclause 11.10 of this **Agreement**;
 - continuity of service is not broken should a **staff** member commence parental leave during a fixed-term appointment with the **University**, providing that the **staff** member resumes employment with the **University** within two (2) years after the date on which the child is born or adopted.
- 50.3 For the purposes of calculating Unpaid Parental Leave under subclause 46.2, regular and systematic **casual** service is when the length of time between each period of engagement is not more than three (3) months (unless the length of the absence is due to the **staff** member's terms of engagement with the **University**, in which case continuity of service is not broken).

PART G — WELLBEING



51. Occupational Health and Safety

- 51.1 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 **NTEU**, to be participants with speaking rights at the **University’s** central and highest level OHS Committee.
- 51.2 The **University** will invite the **NTEU** to nominate a representative to attend and have speaking rights at the central and highest level **University** OHS Committee.
- 51.3 The **University** will ensure that all **staff** members (including **casual staff** members) are eligible to be selected as First Aid Responders and Facility and Area Wardens. Selection as a First Aid Responder or Facility and Area Warden does not constitute employment in a separate paid role. For **casual staff** members to be eligible to be selected as First Aid Responders and Facility and Area Wardens they must:
- (a) work a minimum of 0.6 **FTE** fraction averaged across the year; and
 - (b) have been employed by the **University** on a regular and systematic basis for a sequence of periods of employment of at least twelve (12) months; and
 - (c) have a reasonable expectation of ongoing employment by the **University** on a regular and systematic basis.
- 51.4 In the event **staff** are required to wear uniforms, overalls and protective clothing, the **University** will provide those items to **staff** and will provide replacement items as required (as determined by the **University**).
- 51.5 While each **staff** member is attached to a designated **University** campus or location, the **University** is a multi-campus institution and a **staff** member may travel between **University** campuses and locations in the course of performing their duties. **Supervisors** will adopt a planned consultative approach with **staff** members when travel is required, to avoid undue hardship, fatigue or disruption for the **staff** member, including consideration of provision of accommodation or alternative modes of transport.

52. Workplace Adjustments

- 52.1 The **University’s** goal is to foster a culture of care by promoting and supporting the wellbeing of our people. We are committed to providing an inclusive, accessible, respectful, safe and equitable workplace, that embraces diversity and is free from discrimination. We recognise workplace adjustments are important for supporting a diverse workforce.
- 52.2 Workplace adjustments reflect the understanding that a **staff** member with a disability can often perform work tasks if adjustments are made to accommodate the effects of their condition.
- 52.3 The **University** will adopt the broad ranging definition of disability set out in the *Disability Discrimination Act 1992* (Cth). This will include **staff** who have a condition either caused by accident, trauma, injury, genetics or disease that may restrict a person’s mental, emotional, sensory or mobility functions to undertake a job. This includes physical, sensory, intellectual, learning, neurological and psychiatric disability. Disability may be temporary or permanent, total or partial, lifelong or acquired. Disability may be visible or hidden.
- 52.4 Workplace adjustments can be requested by **staff** in line with the **University’s** ‘*Workplace Adjustment Policy – Staff*’.

53. Remote Working Arrangements – Professional Staff

- 53.1 La Trobe **University** is an on-campus institution. While **staff** are employed to undertake their roles at the **University**, **professional staff** may enter into an agreement with their **supervisor** for a hybrid working arrangement. The agreement will outline both working from campus and remote working arrangements.

- 53.2 A **staff** member and their **supervisor** may agree to ad hoc, short term or regular hybrid working arrangements. A hybrid working arrangement is to be negotiated on a case by case basis between the **staff** member and the **supervisor**. Hybrid working arrangements will be supported by the **supervisor** where:
- (a) the **staff** member is able to satisfactorily complete the requirements of their role split across the periods in which they are working remotely and in attendance at campus;
 - (b) there are certain functions, activities or duties that can only be performed on campus, the **staff** member attends on campus to perform those functions, activities or duties;
 - (c) there are specific events or activities that the **University** requires the **staff** member to attend for on campus, they will be required to be on campus for those times. Events or activities will not be created for the purpose of making it difficult for **staff** to work remotely;
 - (d) workplace health and safety requirements are able to be met; and
 - (e) the needs of the local work unit are able to be met and the arrangement does not unreasonably impact upon other **staff**.
- 53.3 The **University** must use its best endeavours to accommodate a hybrid working request where it meets the criteria in subclause 53.2.
- 53.4 Any decision to reject a **staff** member's hybrid working request, will be in writing.
- 53.5 Termination of hybrid working arrangements may be sought by the **staff** member at any stage. The **staff** member in this circumstance would be, if practicable re-assigned to the conventional workplace. In order to facilitate the transition from remote working, the **staff** member should give at least ten (10) working days' notice.

54. Right to Disconnect

- 54.1 The **University** does not expect **staff** to monitor communications from the **University** outside of their normal working hours or during periods of approved leave except pursuant to a relevant clause of this **Agreement** (such as on-call or stand by arrangements or authorised overtime).
- 54.2 If the **University** makes contact with a **staff** member outside of their normal working hours or during periods of approved leave, the **University** does not expect **staff** to respond except:
- (a) where there is an urgent operational need identified requiring the specific **staff** member's assistance;
 - (b) in an emergency circumstance;
 - (c) pursuant to a relevant clause of this **Agreement** (such as on-call or stand by arrangements or authorised overtime); or
 - (d) where the reason for the contact is about the **staff** member's leave or arrangements for returning from leave.

55. Managing Ill-Health

- 55.1 Where the **University** has a genuine concern that a **staff** member is unable to perform the inherent requirements of their position due to illness or injury, or may pose an occupational health and safety risk to other **staff** or students, and where it is reasonable to do so, it may direct the **staff** member to undergo an independent medical examination by a medical practitioner chosen and paid for by the **University**. The **University** will provide the **staff** member with reasonable written notice of the requirement for an independent medical examination, which will be a minimum of one (1) week's notice.
- 55.2 The **staff** member is required to co-operate in respect of the direction, including any requests made by the independent medical practitioner to enable examination and provision of any medical report.

- 55.3 A refusal or failure to attend the medical examination without reasonable cause:
- (a) may constitute a failure to comply with a reasonable and lawful direction, which may result in disciplinary action in accordance with clause 67 (Misconduct and Serious Misconduct); and
 - (b) may result in the **University** concluding that a medical examination would have found the **staff** member unable to perform the inherent requirements of their position within twelve (12) months.
- 55.4 A copy of the independent medical report obtained under this clause will be made available to the **University** and to the **staff** member.

56. Workers' Compensation Leave and Make-up Pay

- 56.1 A **staff** member who suffers injury causing partial or total incapacity for work, and who receives compensation in respect of such incapacity pursuant to the applicable State workers' compensation legislation, will be granted leave and will be paid make-up pay by the **University** in accordance with subclause 56.2 below.
- 56.2 Leave and make up pay will not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury. The amount of make-up pay will be the difference between the amount of weekly compensation received by the **staff** member and the pre-injury average weekly earnings of the **staff** member. A **staff** member who receives workers' compensation weekly payments will have any Personal Leave credits that were used during the period of the injury re-credited.
- 56.3 A **staff** member who recovers damages in respect of the injury for which they have received make-up pay, will repay this make-up pay to the **University**, provided that the damages so recovered include payment for loss of income.

57. Journey to Work Insurance

The **University** will maintain the journey to work insurance arrangements.

PART H — PERFORMANCE AND CAREER



58. Enabling Performance

- 58.1 The **University** is dedicated to excellence in its people and is committed to collaborating with **staff** to empower both individual performance success and the development and achievement of career goals. The Annual Performance Cycle elements include goal setting, quality conversations and feedback and the use of the Career Success platform.
- 58.2 Changes to the substantive protections of overarching principles which apply to the **Performance Development Framework**, including the Annual Performance Cycle, may only be made after consultation with the **NTEU**.
- 58.3 The individual performance goals will be developed and agreed with the **staff** member annually. All continuing and fixed-term **staff** (unless expressly exempted within the **Performance Development Framework**) must participate in the process and not unreasonably withhold agreement to the inclusion of goals that are achievable and consistent with the position description and Academic Level or **Professional Staff** Classification Level of the **staff** member. The Annual Performance Cycle will not apply to **staff** on extended periods of unpaid leave.
- 58.4 The Annual Performance Cycle will cover the following principal elements and actions:
- (a) assist **staff** to develop appropriate, meaningful and measurable performance and development goals that are consistent with their position description and classification or **MSAL** standard, to be achieved during the Annual Performance Cycle;
 - (b) regular communication and discussions to review performance and provide feedback;
 - (c) acknowledge initiatives and achievements of the **staff** member;
 - (d) identification of issues that may impact relevance or achievement of performance goals;
 - (e) identification of mitigating circumstances such as workload issues and available support for development activities;
 - (f) recognition and reward of high performance;
 - (g) identify actions to address areas of performance concern;
 - (h) seek feedback from the **staff** member about the **supervisor** or Academic Reviewer's support and leadership; and
 - (i) provide feedback and coaching to the **staff** member on specific areas requiring development, which should be clearly documented where performance is unsatisfactory.
- 58.5 Where an **academic staff** member has serious difficulties or concerns with their assigned Academic Reviewer they may request an alternative Academic Reviewer to undertake their review. The Dean may appoint an alternative Academic Reviewer where they believe that the nature of the difficulties or concerns will prevent the Annual Performance Cycle from being carried out effectively in accordance with the principles of the process.
- 58.6 A **supervisor** or Academic Reviewer's assessment of an **academic staff** member's research is to focus on the accomplishments in the field of research with objective consideration of the conduct and methodology of the research and must not include any subjective evaluation of the value of a particular line or field of research. Performance goals are to be set with reference to Research Performance expectations (where these exist).
- 58.7 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**, Academic Reviewer or any other senior **staff** member in the context of the Annual Performance Cycle and probation schemes and maintaining **University** quality assurance. However, student evaluation will not be the sole measure of teaching performance.
- 58.8 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.

- 58.9 A **supervisor** is the person to whom the **staff** member reports directly. An Academic Reviewer is the person assigned to conduct the Annual Performance Cycle activities for an **academic staff** member and may or may not be the direct **supervisor**. In the Annual Performance Cycle the **supervisor** or Academic Reviewer is expected to provide leadership to, and monitor performance of, the **staff** members for whom they are responsible. There is an expectation that **supervisors** or Academic Reviewers will provide **staff** members with regular feedback on performance informally, and, formally at designated parts of the process. It is expected that **supervisors** or Academic Reviewers will manage performance matters promptly and fairly, ensuring that **staff** members are provided with the opportunity to respond to performance matters throughout the process.
- 58.10 All **staff** members who assume supervisory or academic reviewing responsibilities will have adequate skills to undertake the career success process and have access to appropriate training in leading the Annual Performance Cycle.
- 58.11 When a **staff** member is serving a probation period, a **supervisor** or Academic Reviewer may utilise the Annual Performance Cycle as a methodology for establishing performance levels, but the goals must be consistent with the relevant probation criteria. Any problems associated with the performance of a **staff** member during a probation period will be addressed using the probation procedures.
- 58.12 Participation in the Annual Performance Cycle and satisfactory performance will be a prerequisite for incremental progression for those **staff** members that are not already at the top of the salary increment range. If a **staff** member is assessed within the Annual Performance Cycle 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**.
- 58.13 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 not be sufficient improvement, an increment may be withheld at the end of a review cycle. Should a **staff** member address the concerns within a reasonable timeframe the increment will be paid and backdated to the increment due date. A **staff** member 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.
- 58.14 A disagreement arising between a **staff** member and a **supervisor** regarding the awarding of an increment will be referred to the **senior leader**. If the disagreement is not resolved, clause 63 (Workplace Issue Resolution Procedure) will first be applied, and then clause 62 (Dispute Resolution Procedures).

59. Outside Studies Program

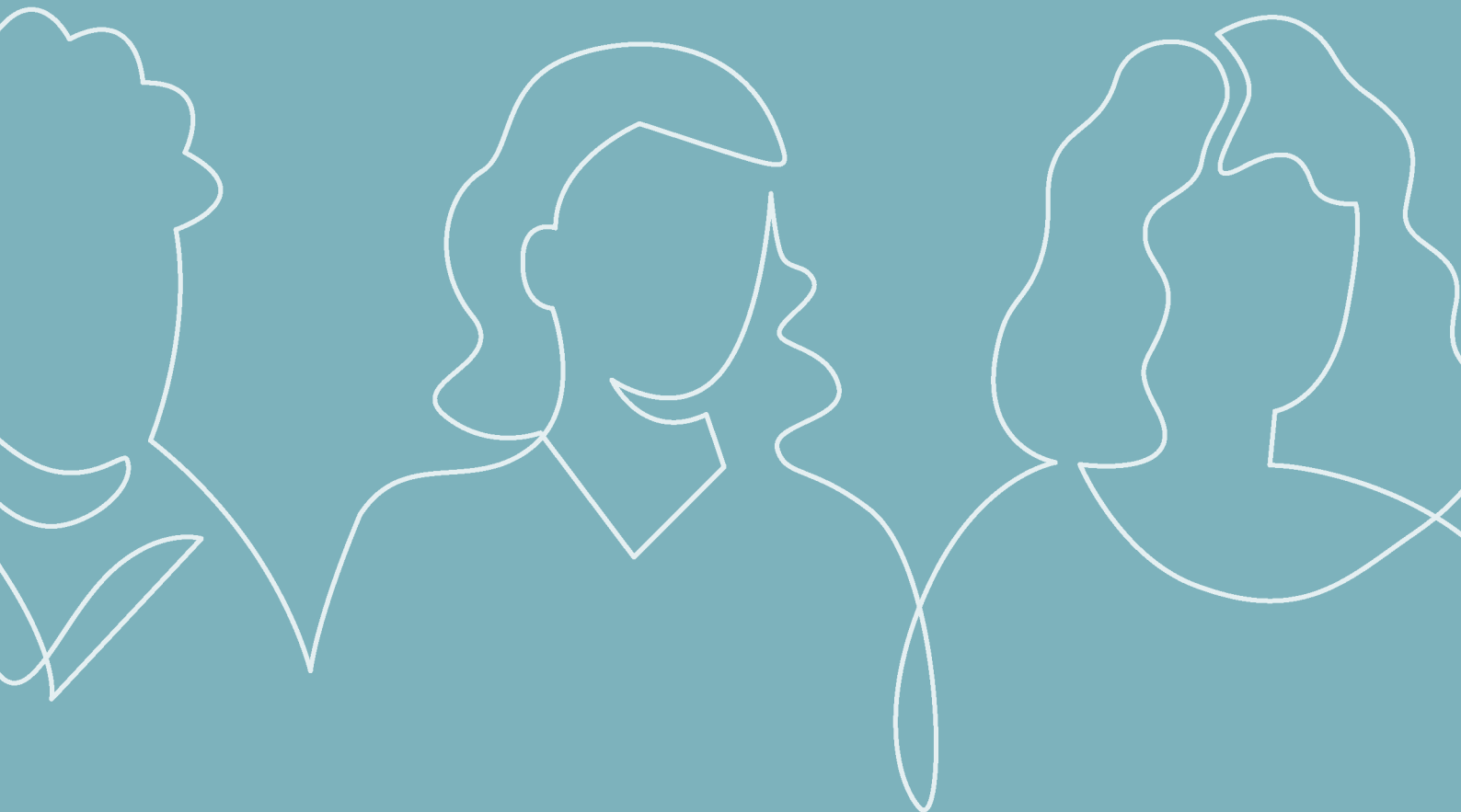
- 59.1 **Academic staff** are eligible to apply for Outside Study Program (OSP) in accordance with **University** Policies and Procedures.
- 59.2 The **University** will recognise prior, continuous, paid full-time and part-time (50% fraction or more) service with other Australian Higher Education Institutions as qualifying service when considering applications for OSP. The period of service will not be recognised if the break in service from when the **staff** member ceased employment with the other Australian higher education institution and commenced employment with the **University** is more than two (2) months.
- 59.3 For the purposes of subclause 59.2, service is considered continuous if there is a break of no more than three (3) months between periods of non-casual service.
- 59.4 If a **staff** member has previously undertaken an OSP (or similar, however named), that period will be taken into account when the **University** is considering the application.
- 59.5 A **staff** member will be entitled to be paid in advance for periods of OSP leave, provided that:
- the period of payment for approved leave in advance must be a minimum of two (2) weeks and a maximum of twelve (12) weeks; and
 - the **staff** member must request the payment at least four (4) weeks prior to taking the relevant period of OSP.

60. Academic Promotion

60.1 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.

PART I — COMMUNICATION AND CONSULTATION



61. Managing Change

61.1 In this clause 61, “relevant staff” means **staff** who may be affected by the change.

Major change

61.2 Major change means changes in program, production, organisation, structure or technology that are likely to have a significant impact on **staff** members.

61.3 In this clause, significant impact includes:

- (a) terminating the employment of **staff** members as a result of redundancy;
- (b) major change to the composition, operation or size of the **University’s** workforce or to the skills required of **staff**;
- (c) eliminating or removing job opportunities or promotion opportunities;
- (d) the alteration of hours of work;
- (e) the need to retrain **staff**;
- (f) the requirement to transfer **staff** to another work location;
- (g) the restructuring of jobs; or
- (h) the outsourcing of functions.

61.4 The relevant staff may appoint a **Representative** for the purposes of the procedures in this clause.

61.5 In circumstances of financial exigency, prior to proceeding with a proposal for major change that would result in a significant reduction in staffing numbers across the **University**, the **University** will consider implementing cost saving measures such as:

- (a) Reducing headcount through natural attrition;
- (b) Inviting expressions of interest in a voluntary redundancy program;
- (c) Offering voluntary early retirement schemes;
- (d) Providing opportunities for **staff** to reduce their time-fraction or purchase leave; or
- (e) Filling vacancies through redeployment, **staff** transfers or secondments.

61.6 Where the **University** has developed a formal proposal to introduce major change, the **University** will consult with relevant staff members and the **NTEU** prior to finalising a decision to proceed with major change.

61.7 The **University** will consult with relevant staff and the **NTEU** about:

- (a) The introduction of the proposed change;
- (b) The effect the proposed change is likely to have on **staff**; and
- (c) Measures the **University** is taking to avoid or reduce the adverse effect of the proposed change on **staff**.

61.8 The relevant staff and the **NTEU** will be provided with:

- (a) Relevant material and documentation to inform them of the purpose and substance of the change;
- (b) Organisational charts detailing the proposed change, where applicable;
- (c) Details of the likely impacts on **staff** members; and
- (d) An outline of the likely timeframe for change and implementation arrangements.

61.9 However, the **University** is not required to disclose confidential or commercially sensitive information to the relevant staff or their **Representatives**.

61.10 The **University** will allow a reasonable time for consultation, provided that consultation will occur for a minimum of two (2) weeks unless agreed by the **NTEU**.

61.11 The **University** will give prompt and genuine consideration to feedback received and any suggestions to avoid or reduce the adverse effect of the proposed change that are raised by the relevant staff and the **NTEU** during consultation.

61.12 As early as practicable after reaching a final decision to make changes, the **University** will confirm its final decision in writing to the relevant staff and the **NTEU**, including responding to any written feedback received during the consultation period.

- 61.13 To the extent that the final decision is materially different to the original proposal and the differences have adverse effects on **staff**, the **University** will consult with the relevant staff and **NTEU** in relation to the differences and give prompt consideration and respond to feedback raised in such consultations.
- 61.14 As part of the implementation of major change, the **University** will:
- (a) where possible, redeploy **staff** who no longer have a position as a result of the final decision to change into **suitable vacant positions**; and
 - (b) monitor and discuss with affected **staff** members the impact on workloads in the relevant area(s)
- 61.15 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.
- 61.16 Where a **staff** member rejects a reasonable offer of redeployment, the Termination Process for Rejection of a Reasonable Offer of Redeployment as set out in subclause 66.15 of this **Agreement** will apply.
- 61.17 When reasonable attempts to avoid redundancy have been unsuccessful, the **University** may use the Redundancy Procedures set out in clause 66 of this **Agreement**.

Change to regular roster or ordinary hours of work

- 61.18 The relevant staff may appoint a **Representative** for the purposes of the procedures in this clause.
- 61.19 Where the **University** proposes to make changes to the **staff** members' regular roster or ordinary hours of work, the **University** will consult with relevant staff prior to finalising a decision to proceed with change.
- 61.20 As soon as practicable after proposing to introduce the change, the **University** will:
- (a) discuss with the relevant staff the introduction of the change; and
 - (b) for the purposes of the discussion provide to the relevant staff:
 - (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 **staff** members;
 - (iii) information about any other matters that the **University** reasonably believes are likely to affect the **staff** members; and
 - (c) invite the relevant staff members to give their views about the impact of the change (including any impact in relation to their family or **caring responsibilities**).
- 61.21 However, the **University** is not required to disclose confidential or commercially sensitive information to the relevant staff members.
- 61.22 The **University** will give prompt and genuine consideration to matters raised about the change by the relevant staff members.

62. Dispute Resolution Procedures

- 62.1 The following process will apply for preventing and settling disputes between the **Parties** about:
- (a) matters arising under this **Agreement**; or
 - (b) matters arising under the National Employment Standards; or
 - (c) whether the **University** had reasonable business grounds to refuse:
 - (i) a request for flexible work arrangements; or
 - (ii) a request to extend unpaid parental leave for a further period of up to 12 months.
- 62.2 A **staff** member may be represented in these procedures by the **NTEU** or by another **Representative**.
- 62.3 Where the **NTEU** or a **staff** member wishes to initiate a dispute, they will notify the Executive Director, Human Resources in writing. Where the **University** wishes to initiate a dispute, they will notify the **NTEU** or **staff** member in writing. The notice referred to in this subclause 62.3 should specify the matter(s) in dispute, why it is disputed and any options for resolution.

- 62.4 The parties to the dispute will endeavour to resolve the matter within ten (10) working days. Any resolution will be in the form of a written agreement between the parties to the dispute.
- 62.5 Until the procedures described in subclause 62.4 have been exhausted:
- (a) work will continue in the normal manner;
 - (b) no industrial action will be taken by any party to the dispute;
 - (c) the **University** will not change the work, staffing or the organisation of the work if this is the subject of dispute;
 - (d) the parties to the dispute will not take any action likely to exacerbate the dispute; and
 - (e) the subject matter of the dispute will not be taken to the **FWC**.
- 62.6 If the dispute remains unresolved following the steps set out in subclauses 62.3 to 62.5, the matter may be referred to the **FWC** by any party to the dispute for conciliation and/or arbitration.
- 62.7 In circumstances where the **FWC** determines that it does not have jurisdiction to arbitrate a dispute, the relevant parties to the dispute may allow the **FWC** to conciliate the dispute.
- 62.8 Where the **FWC** arbitrates the dispute, the decision of the **FWC** will be binding and implemented by the parties to the dispute, subject to the right of appeal.
- 62.9 If within 40 working days no action is taken by either party to:
- (a) refer the dispute to the **FWC**; or
 - (b) notify the other party in writing that the dispute has not been resolved (and the dispute is then referred to the **FWC** within a further 40 working days),
- the dispute will be deemed to be automatically concluded unless the parties to the dispute otherwise agree. This does not prevent renotification of the same or similar dispute.

63. Workplace Issue Resolution Procedure

- 63.1 In this clause, Workplace Issue is defined as an employment related problem which adversely affects the work and/or work environment which a **staff** member or a group of **staff** members believes to be unfair, inequitable, discriminatory and/or creates an unsafe work environment.
- 63.2 Workplace Issues lodged by a group will include the names of all parties to the Workplace Issue, to enable the **University** to manage the Workplace Issues 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.
- 63.3 A Workplace Issue must be formalised in writing for the purpose of these procedures.
- 63.4 **Staff** may be assisted by a **Representative** at any stage in the Workplace Issue Resolution process, including the lodgement of a formal complaint. The **Representative** must not present a Conflict of Interest.
- 63.5 **Supervisors** and **staff** may seek advice and assistance from a **staff** member from Human Resources at any stage of the Workplace Issue Resolution process.
- 63.6 The Workplace Issue Resolution Procedure outlined in this clause does not apply to matters where the **Agreement**, **University** policy, procedures or guidelines already provide a process to deal with the matter, complaint or dispute, including but not limited to:
- (a) Probation and confirmation of **continuing employment**;
 - (b) Termination of contracts;
 - (c) Position classification and review; or
 - (d) Performance management or disciplinary processes.
- 63.7 The Workplace Issue Resolution Procedure outlined in this clause does not apply to the following matters:
- (a) Interpretation of this **Agreement**;
 - (b) Matters that are, or have been, subject to a workers compensation application;

- (c) Matters that are, or have been, the subject of complaint and investigation by an external authority;
 - (d) Complaints or disputes that are, or have been, the subject of a review process;
 - (e) Matters for which a separate **University** review, appeal or complaint procedure exists; or
 - (f) Matters related to appointments and/or decisions of the **University** Council.
- 63.8 The **University** and all parties to the Workplace Issue (whether formalised or at the informal stage) will:
- (a) Treat all matters seriously;
 - (b) Act promptly;
 - (c) Prevent victimisation of any party to the Workplace Issue;
 - (d) Maintain confidentiality;
 - (e) Participate in good faith in the process of Workplace Issue Resolution including but not limited to:
 - (i) information gathering (including provision of further information);
 - (ii) facilitated discussions or mediation between parties;
 - (iii) formal investigations.
- 63.9 In addition, the **University** will:
- (a) Support all parties to the matter/s;
 - (b) Maintain neutrality;
 - (c) Provide appropriate communication of process;
 - (d) Maintain appropriate documentation; and
 - (e) Accord natural justice.
- 63.10 These procedures do not take away the right of a **staff** member or a party to seek resolution of a matter under clause 62 (Dispute Resolution Procedures) or before an external tribunal or court. These procedures cannot be activated if a matter has been raised under clause 62 (Dispute Resolution Procedures) or is before a court or tribunal.
- 63.11 The Executive Director, Human Resources, or delegate may dismiss a complaint if:
- (a) it is vexatious, frivolous, malicious, misguided or for an improper purpose;
 - (b) the matter has already been resolved;
 - (c) the matter occurred more than 12 months ago;
 - (d) the Workplace Issue is not directly relevant to rights and obligations in the employment relationship;
 - (e) the matter (or a similar circumstance matter) has been raised under clause 62 (Dispute Resolution Procedures);
 - (f) a party to the complaint is not employed or is no longer employed by the **University**; or
 - (g) a decision is pending under other Tribunals, Courts or administrative procedures external to the **University**.

Workplace Issue Resolution process

- 63.12 In the first instance, **staff** are encouraged to resolve Workplace Issues through informal means at the local work area and/or self resolution processes prior to following this formal complaint procedure. During this process:
- (a) the **staff** member's **supervisor** or a **staff** member from Human Resources may support the **staff** member in informal means to resolve a matter prior to lodgement of a formal complaint under this clause;
 - (b) informal measures to resolve a Workplace Issue may include assisted/ facilitated discussions or mediation to occur between a **staff** member who has the concerns and the other party or parties.
- 63.13 If the Workplace Issue cannot be resolved informally, or is not appropriate to be managed at this level due to its complexity or serious nature, the **staff** member or the **supervisor** may submit a formal complaint in writing to the Executive Director, Human Resources. The formal complaint will outline the nature of the **staff** member's concerns and the outcomes sought.

- 63.14 The complaint handling processes, the need for confidentiality, the protection from victimisation and the responsibility to respond in a timely manner will be explained to all parties who lodge a formal complaint. They will be advised that in order to assist with a resolution the relevant details of the formal complaint will be provided to the responding party/s to ensure that there is natural justice.
- 63.15 Human Resources will undertake to facilitate a process to enable the parties to reach an appropriate outcome. This may include, but is not limited to:
- (a) relevant information gathering;
 - (b) arranging for facilitated discussions, conciliation or mediation;
 - (c) implementation of workplace practices (including practices required during the formal complaint process and beyond).
- 63.16 If, following the process above, Human Resources advises the **staff** member that it considers the formal complaint is not resolved, the **staff** member may, within five (5) working days of that advice, request that the Executive Director, Human Resources refer the formal complaint to an impartial investigator appropriate to the particular matter. For clarity, the reference to an impartial investigator could be an internal or external investigator.
- 63.17 The Executive Director, Human Resources will consider that request and reasonably determine whether it is appropriate to refer the formal complaint to an investigator. Such a referral will only occur where:
- (a) The **staff** member who has lodged the formal complaint has acted throughout the process in accordance with the requirements under subclause 63.8;
 - (b) The Executive Director, Human Resources is of the view that an investigation will allow for a resolution that is not available through an alternative process in this clause; or
 - (c) The Executive Director, Human Resources is of the view that the particulars of the formal complaint, if proven, would constitute a breach of **University** policy or procedure or legislative requirements.
- 63.18 Where referred to an investigator, the investigator will:
- (a) investigate the formal complaint as expeditiously as possible;
 - (b) conduct the investigation fairly and impartially; and
 - (c) have access to all relevant documents and material.
- 63.19 The investigator will provide a confidential report on their findings and any recommendations to resolve the formal complaint to the Executive Director, Human Resources. The report will be provided within three (3) weeks of receipt of the formal complaint by the investigator unless delayed on reasonable grounds, in which case the report will be provided as soon as is practicable.
- 63.20 The **staff** member will be kept informed of progress of the matter.
- 63.21 The Executive Director, Human Resources, will consider the report's findings and any recommendations before determining whether to accept the report, either wholly or partly.
- 63.22 A confidential summary of the investigation findings and the Executive Director, Human Resources' decision regarding any action(s) will be communicated to the **staff** member(s) and other relevant parties to the formal complaint in writing.
- 63.23 A formal complaint will be considered to be resolved if:
- (a) it is withdrawn in writing by the **staff** member at any stage in this process; or
 - (b) a resolution is reached, including in accordance with subclauses 63.12 or 63.15; or
 - (c) it is dismissed by the Executive Director, Human Resources, in accordance with subclause 63.11; or
 - (d) it is not progressed within a reasonable timeframe determined by the Executive Director, Human Resources and there is no reasonable explanation for the delay; or
 - (e) the Executive Director, Human Resources, has made a determination under subclause 63.17 or 63.21.
- 63.24 If the formal complaint is resolved, an appropriate written record of the resolution may be made and provided to the **staff** member and other relevant parties and retained by Human Resources.

PART J — TERMINATION AND DISCIPLINE



64. Resignation

- 64.1 An **academic staff** member may resign at any time by giving notice as specified in their letter of appointment, or where a notice period is not specified in their letter or appointment, then the notice period will be three (3) months. A Dean/Divisional Manager may agree an alternative notice period with the **staff** member.
- 64.2 A **professional staff** member may resign at any time by giving notice as specified in their letter of appointment, or where a notice period is not specified in their letter of appointment, then the notice period will be four (4) weeks. A Dean/Divisional Manager may agree an alternative notice period with the **staff** member.

65. Termination of Employment at the Initiative of the University

- 65.1 All actions and decisions to discipline or terminate the employment of a **staff** member must be in accordance with this **Agreement**.
- 65.2 Nothing in this **Agreement** will 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.
- 65.3 This clause does not preclude termination in circumstances of abandonment of employment or frustration of the employment contract.

66. Redundancy Procedures

- 66.1 This clause does not detract from the obligations of the **University** to consult pursuant to clause 61 (Managing Change) of this **Agreement**.
- 66.2 **Staff** members may be assisted by a **Representative** at any stage throughout the procedures in this clause.

Grounds for Redundancy

- 66.3 A redundancy occurs where the **University** has decided to terminate the employment of one or more continuing **staff** members for reasons of an economic, technological, structural or similar nature, including:
- (a) a decrease in student load in any course or subject;
 - (b) a decision to cease offering or to change the academic content of any course, subject or unit, or to cease support of research activity;
 - (c) where the position is no longer required as a result of changed work methods, reorganisation, financial exigency, or the application of technology; and/or
 - (d) where the duties of the position are changed to an extent that the incumbent is no longer competent to perform those duties.

Notice of Redundancy

- 66.4 Where the **University** has decided that a continuing **staff** member's employment will be terminated as a result of redundancy, the **University** will formally notify the affected **staff** member in writing of their decision in a Notice of Redundancy. The advice will contain notice of the date on which the employment will end, unless the **staff** member is redeployed, and in circumstances where the redundancy is not as a result of clause 61 (Managing Change), the notice will also state the particular ground/s for the redundancy as defined in subclause 66.3. The **University** must provide at least eight (8) weeks' notice of the date of termination of employment and advise the **staff** member of their options under subclause 66.6.
- 66.5 Where the **University** is required to provide a notification pursuant to section 530 of the **FW Act**, a copy will also be provided to the **NTEU** together with a copy of the template letter sent to affected **staff**.

- 66.6 Within one (1) week of receiving the notice of redundancy, the **staff** member must:
- (a) Elect in writing to accept redundancy and depart early, and receive payment in lieu of the remainder of the eight (8) week period of notice in addition to a redundancy payment under subclause 66.7;
 - (b) Elect in writing to accept redundancy and work through the remainder of the eight (8) week period of notice in addition to receiving a redundancy payment under subclause 66.7; or
 - (c) Elect in writing to seek formal redeployment and work through the remainder of the eight (8) week period of notice.

Redundancy Payment

- 66.7 A redundancy payment under this clause will be calculated as follows:

| Entitlement | Maximum entitlement in number of weeks |
|--|--|
| Redundancy pay of 22 weeks' salary; | 22 weeks |
| Plus service-based Redundancy pay of 3 weeks' salary per completed year of service | 54 weeks |

In addition, the **staff** member will also receive payment in lieu of untaken accrued recreation leave and long service leave, including where they have less than seven (7) years' service.

Redeployment Process

- 66.8 Where a **staff** member elects under subclause 66.6 to seek redeployment, the **staff** member will work through their eight (8) week notice period and participate in the **University's** Redeployment process. The **University** will make reasonable efforts during the redeployment process to redeploy the **staff** member and avoid redundancy. If during the notice period the **staff** member changes their mind about seeking redeployment, they may request in writing to depart early and receive payment in lieu of the remainder of the eight (8) week period of notice in addition to a redundancy payment under subclause 66.7. The **University** will not unreasonably deny such a request.
- 66.9 Where the **staff** member has insufficient duties to undertake during this period and the **University** is unable to identify suitable alternative duties for the **staff** member, the **staff** member may, at the **University's** discretion, be placed on paid leave for the remainder of the notice period.
- 66.10 During the Redeployment Process the **University** will (taking into account the relevant skills and experience of the **staff** member):
- (a) discuss reasonable retraining options;
 - (b) offer counselling (which may also include financial advice and career transition support) with up to one (1) day per week (pro-rata for part-time **staff**) of time off work to attend counselling or for the purpose of seeking other employment; and
 - (c) review vacancies within the **University** and offer the **staff** member a **suitable vacant position** where such a position exists.
- 66.11 If at the expiry of the notice period an offer of redeployment to a **suitable vacant position** has not been made, the **University** may terminate the **staff** member's employment as a result of redundancy in which case a redundancy payment calculated in accordance with subclause 66.7 will apply.
- 66.12 At a **staff** member's initiation and request, the **University** may agree to redeploy the **staff** member to a position at a lower classification level than their redundant position. If in such cases, the **staff** member does not agree to proceed with the redeployment, it will not be considered as a rejection of a reasonable offer of redeployment.

66.13 In such cases, where a **staff** member accepts redeployment to a lower classification level under subclause 66.13, the **staff** member 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 |

66.14 Following the period in subclause 66.13, the **staff** member will be paid at the highest incremental point within the classification level of the new position.

Termination Process for Rejection of a Reasonable Offer of Redeployment

66.15 Where the **University** makes a **staff** member an offer of redeployment to a **suitable vacant position** as part of the implementation of a Major Change process under clause 61 or a Redeployment process under subclause 66.10, and the **staff** member rejects the offer, the **University** may terminate the **staff** member's employment on the basis of a rejection of a reasonable offer of redeployment.

66.16 In circumstances where a **staff** member's employment is terminated on the basis of a rejection of a reasonable offer of redeployment, the **University** will give the **staff** member the notice that they are entitled to under the **FW Act**, their accrued leave entitlements, and a severance payment in accordance with the following table:

| Period of continuous service | Severance 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 | 18 weeks' pay |

66.17 The **University** may, at its absolute discretion, choose to make a payment in lieu of notice provided under subclause 66.16 above.

Calculation of Payments

66.18 The calculation of all redundancy or severance payments will be based on the **staff** member's "substantive salary" as at the date of cessation of employment.

66.19 For the purpose of this clause, "substantive salary" means the salary (including ongoing paid allowances and loadings) for the **staff** member's continuing position at the **University** that has been declared redundant. Substantive salary excludes 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) for which there is no ongoing entitlement.

66.20 If, at the time of receiving notice pursuant to subclause 66.4, a **staff** member is working on a:

- (a) temporary reduced time-fraction (up to a maximum of two (2) years) by reason of return to work after parental leave, illness or injury; or
- (b) temporary increased-time fraction (up to a maximum of twelve (12) months); then

all payments under this clause will be calculated on the basis of the **staff** member's normal time-fraction of employment worked prior to the temporary change in time-fraction.

67. Misconduct and Serious Misconduct

67.1 Procedures covered by this clause:

- (a) The **University** will apply the following procedures where allegations of misconduct or serious misconduct are made against a **staff** member.
- (b) A **staff** member 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.

67.2 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; suspension with or without pay; transfer to another position with pay appropriate to that position; physical relocation at the **staff** member's campus location having regard to the nature of the misconduct or serious misconduct; suspension of access to certain **University** locations or equipment; 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 **staff** member, or the **staff** member's colleagues, carrying out their duties, or to students completing part or all of their course of studies, including but not limited to:
 - A. breaches of the **University's** Code of Conduct;
 - B. serious or repeated bullying, abuse or sexual harassment of another **staff** member, student or member of the public in connection with work; or
 - C. causing a serious risk to the safety of **staff**, students or visitors to the **University**;
 - (ii) serious dereliction of the duties required of the **staff** member in their position;
 - (iii) conviction by a court for an offence that constitutes a serious impediment of the kind referred to in this subclause (c);
 - (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 Breach of the Research Code (see clause 68); 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.

- 67.3 Where a matter arises that includes conduct that could be the subject of allegations of misconduct and/or serious misconduct, the **University** may decide whether it is appropriate for the matter to be:
- (a) discussed between the **staff** member and their **supervisor** to determine whether it can be addressed through guidance, counselling or other appropriate action in the first instance; or
 - (b) the subject of formal allegations in accordance with subclause 67.4.
- 67.4 Where any initial discussion does not resolve the matter or the **University** considers informal discussion is inappropriate due to the serious nature of the allegation(s) of misconduct or serious misconduct, the **staff** member will be:
- (a) 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
 - (b) given not less than ten (10) working days to make written submissions, in relation to the allegations.
- 67.5 If at any stage during the procedures under this clause, the **University** finds that the details of the allegation(s) 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 make written submissions prior to any further steps being taken by the **University**.
- 67.6 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:
- (a) 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;
 - (b) 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;
 - (c) the Executive Director, Human Resources, may at any time reconsider the issue of the suspension of the **staff** member.
 - (d) 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.
- 67.7 The Executive Director, Human Resources, will consider the allegation(s) and the **staff** member’s response.
- 67.8 The Executive Director, Human Resources, may seek additional information prior to making their decision if it is considered necessary.
- 67.9 The Executive Director, Human Resources, may determine that allegation(s) of serious misconduct amount only to misconduct.
- 67.10 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. 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. In determining the severity of any disciplinary action following a finding of misconduct, the Executive Director, Human Resources will take into consideration whether the **staff** member has admitted to the allegation(s), demonstrated contrition and attempted where possible to rectify any wrongdoing.
- 67.11 Disciplinary action may include potential termination of employment only where:
- (a) the **staff** member has engaged in serious misconduct; and/or
 - (b) the **staff** member has previously received a formal written warning for misconduct (following formal disciplinary provisions in this **Agreement** or previous collective agreements) and is then found under this clause to have engaged in further misconduct contrary to the earlier written warning(s).

- 67.12 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 subclause 67.10, or if the **staff** member seeks a review in accordance with clause 70 and the original decision is confirmed, will take effect at that time.
- 67.13 If the Executive Director, Human Resources, determines that no disciplinary action will be taken and the **staff** member has been suspended in accordance with this clause, the **staff** member will be reinstated at no loss of salary or conditions.
- 67.14 Except where the **staff** member seeks a review in accordance with clause 70 of a decision to terminate or demote, the Executive Director, Human Resource's decision 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.

68. Breaches of the Research Code

- 68.1 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.
- 68.2 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.
- 68.3 A "Serious Research Code Breach" refers to more serious or deliberate conduct that involves:
- (a) intent or deliberation, recklessness or gross and persistent negligence; and/or
 - (b) 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.
- 68.4 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.
- 68.5 Where a complaint is received that involves issues relating to potential breach of the Research Code, the Senior Deputy Vice-Chancellor (Research and Industry Engagement) will initially deal with the matter.
- 68.6 Where the Senior Deputy Vice-Chancellor (Research and Industry Engagement) 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 67 or 69 in respect of misconduct and/or unsatisfactory performance.
- 68.7 Where the Senior Deputy Vice-Chancellor (Research and Industry Engagement) 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 clause 67 will be applied as follows:
- (a) all references to serious misconduct include a Serious Research Code Breach;
 - (b) 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;
 - (c) the **staff** member will be given a reasonable opportunity to be heard and/or to make written submissions, within ten (10) working days, in relation to the allegations;

- (d) the **staff** member may be suspended with or without pay;
- (e) the Vice-Chancellor will consider the allegation(s) and the **staff** member's response;
- (f) if the Vice-Chancellor:
 - (i) 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
 - (ii) 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 (see subclause 68.8 below for detail regarding the composition and conduct of the Panel); and
 - (iii) subject to subclause 68.7(f)(ii), the person(s) conducting the Panel will determine the procedure to apply to the investigation;
- (g) the Panel will provide a report to the Vice-Chancellor setting out its findings of fact in relation to the allegations;
- (h) the Vice-Chancellor may seek additional information prior to making their decision if necessary;
- (i) 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;
- (j) the Vice-Chancellor may determine that allegation(s) of Serious Research Code Breach amount only to a Research Code Breach;
- (k) 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;
- (l) 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;
- (m) 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 70 where their employment has been terminated in accordance with subclause 68.7(k).

68.8 In relation to a Panel under subclause 68.7(f)(ii), the Vice-Chancellor will confer with the La Trobe **University NTEU** Branch President to ensure:

- (a) that the chair of the Panel is experienced in the conduct of tribunals of fact; and
- (b) the Panel includes:
 - (i) at least one (1) 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
 - (ii) 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.

68.9 Notwithstanding these procedures, where the Vice-Chancellor considers that the allegations of a Serious Research Code Breach may involve action in concert between **staff** 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 will 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 will apply in substitution for the procedures otherwise set out in this **Agreement**.

69. Unsatisfactory Performance

69.1 Procedures covered by this clause:

- (a) The **University** will apply the following procedures where the **University** considers the performance of a **staff** member to be unsatisfactory.
- (b) A **staff** member 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.

69.2 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; suspension with or without pay; transfer to another position with pay appropriate to that position; and termination of employment.
- (b) "termination of employment" means termination of employment at the initiative of the **University**.
- (c) "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; and
 - (ii) its classification and duties.

69.3 Before taking other measures set out in this clause, **supervisors** will make reasonable efforts to informally resolve instances or aspects of a **staff** member's performance which are viewed as unsatisfactory. This includes, but is not limited to, the provision of guidance, support, counselling or appropriate **staff** development measures.

69.4 Where following steps taken in subclause 69.3, the **supervisor** remains of the view that the **staff** member's performance is unsatisfactory, the **University** will:

- (a) meet with the **staff** member to discuss the deficiencies in their performance and provide them with the deficiencies in writing;
- (b) counsel the **staff** member about their unsatisfactory performance;
- (c) consult with the **staff** member in the development of a performance improvement plan;
- (d) give the **staff** member clear and reasonable expectations about the required standards of performance in a performance improvement plan; and
- (e) provide the **staff** member a reasonable period of time to demonstrate performance against those expectations.

69.5 The performance improvement plan:

- (a) must specify the required performance standard (which must be reasonable having regard to the level and duties of the position);
- (b) must specify the nature of the improvement required and provide reasonable time within which reasonable improvement is expected;
- (c) where necessary, will include a requirement to undertake professional development training to assist in performance improvement; and
- (d) may include the provision of guidance and support.

69.6 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.

69.7 The **staff** member will be given not less than ten (10) working days to make a written submission in relation to the unsatisfactory performance.

69.8 The **staff** member's response including any relevant evidence will be considered by the **senior leader**, in conjunction with the Human Resources Division, and a report will be made to the Executive Director, Human Resources which details the unsatisfactory performance and **staff** member's response. A copy of the report will also be provided to the **staff** member.

- 69.9 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.
- 69.10 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.
- 69.11 Except where the **staff** member seeks a review in accordance with clause 70 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.

70. Review of Decision to Terminate Employment or Demote

Request for review

- 70.1 If a decision made under clauses 67 (Misconduct and Serious Misconduct), 68 (Breaches of the Research Code) or 69 (Unsatisfactory Performance) is a decision to terminate the employment of the **staff** member or to demote the **staff** member, a **staff** member may seek review of the decision only on the following grounds:
- (a) the **staff** member considers that, overall, there is not sufficient evidence to support a finding of unsatisfactory performance or misconduct/ serious misconduct; and/or
 - (b) the **staff** member considers that there has been a substantial flaw in following the procedures in clauses 67 (Misconduct and Serious Misconduct), 68 (Breaches of the Research Code) or 69 (Unsatisfactory Performance).
- 70.2 In order to request a review, a **staff** member must lodge their request in writing to the Executive Director, Human Resources within ten (10) working days of the **staff** member receiving notice of the decision to terminate the employment of the **staff** member or to demote the **staff** member, and provide the following materials at the time the request is lodged:
- (a) the basis for requesting the review;
 - (b) any written submissions supporting the request for the review; and
 - (c) any documentary evidence that the **staff** member relies on in respect of (a) and (b).

Independent Reviewers

- 70.3 Independent Reviewers will have relevant experience, be independent, and command the confidence of management and **staff**.
- 70.4 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 20 persons. At any time, the Executive Director, Human Resources and President of the **NTEU** La Trobe Branch (or delegate) can confer with a view to reaching agreement on whether new names need to be added to or removed from the agreed pool.
- 70.5 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.
- 70.6 The **University** will choose an Independent Reviewer from the agreed pool as required.

Independent Review

- 70.7 If the **staff** member seeks a review in accordance with this clause, the Executive Director, Human Resources, will engage an Independent Reviewer within ten (10) working days.
- 70.8 The **University** will provide the Independent Reviewer with the documents provided by the **staff** member under subclause 70.2 and the **University's** written submissions including any supporting materials within ten (10) working days of the request for review being made.
- 70.9 The Independent Reviewer will consider the material provided and may seek additional information if the Independent Reviewer considers that this is necessary.
- 70.10 The Independent Reviewer will provide their report within ten (10) working days of receiving the material provided. The Executive Director, Human Resources, will not unreasonably refuse a request from the Independent Reviewer for an extension of time.
- 70.11 The Independent Reviewer will report their findings and recommendations to the **staff** member and the Executive Director, Human Resources, outlining:
- (a) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance (in the case of reviews of decisions under clause 69 (Unsatisfactory Performance) or misconduct/serious misconduct (in the case of reviews of decisions under clause 67 (Misconduct and Serious Misconduct) or 68 (Breaches of the Research Code));
 - (b) whether there has been a substantial flaw in following the procedures of clauses 67 (Misconduct and Serious Misconduct), 68 (Breaches of the Research Code) or 69 (Unsatisfactory Performance); and
 - (c) make a recommendation (if any) about disciplinary action in light of the matters outlined in subclauses 70.11(a) and (b).

Further consideration of termination or demotion decision

- 70.12 The Executive Director, Human Resources (or Vice-Chancellor in matters relating to Breaches of the Research Code), having considered the Independent Reviewer's report, may confirm their original decision or may reconsider the preliminary decision and determine what, if any, disciplinary action should be taken. They may seek additional information if they consider that this is necessary.
- 70.13 The Executive Director, Human Resources (or Vice-Chancellor in matters relating to Breaches of the Research Code), will then advise the **senior leader** and the **staff** member in writing of the decision.
- 70.14 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 subclauses 67.10, 68.7 or 69.10.
- 70.15 The decision of the Executive Director, Human Resources (or Vice-Chancellor in matters relating to Breaches of the Research Code), 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.

71. Termination on the Grounds of Ill-Health

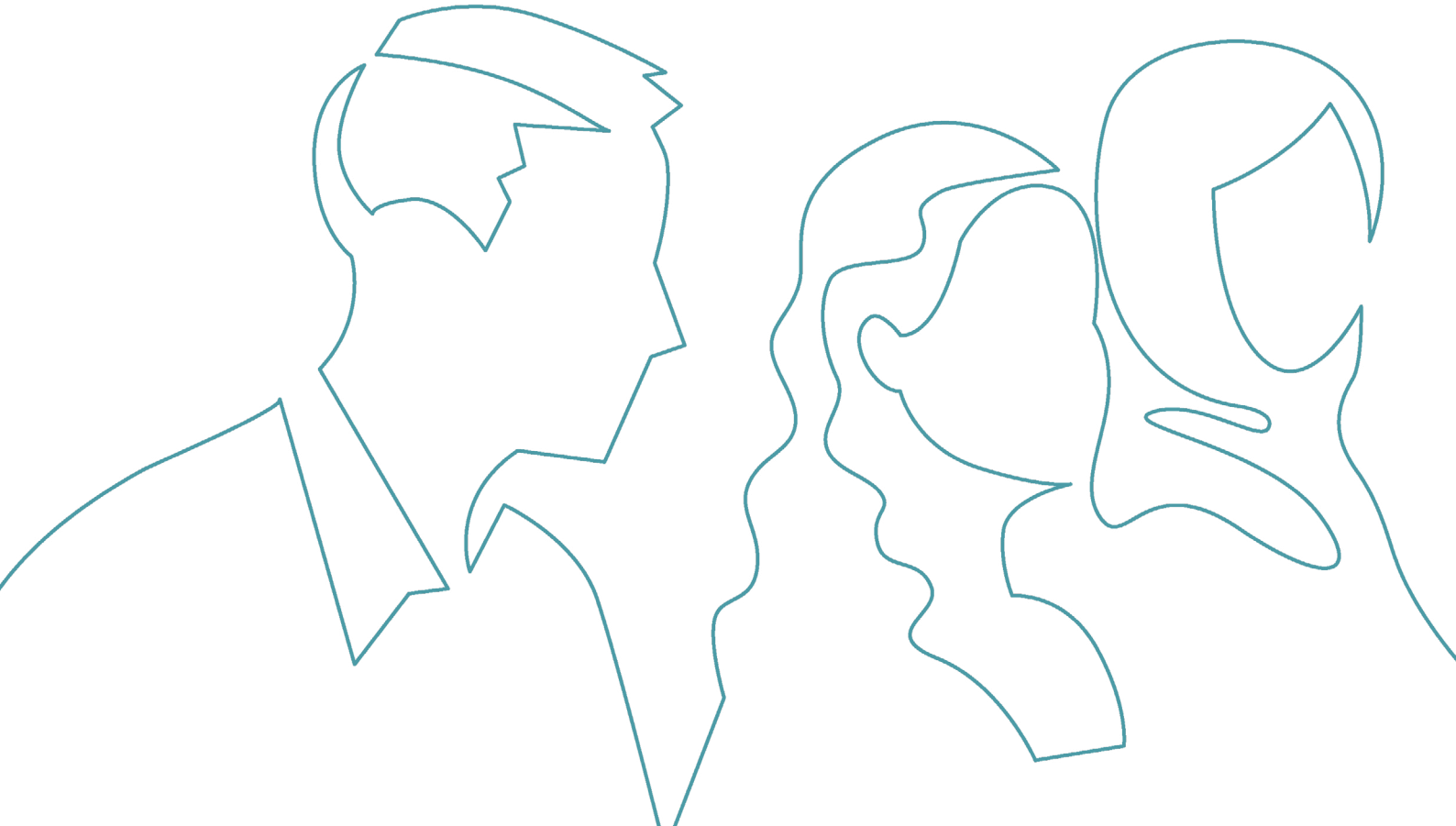
- 71.1 The **University** may give written notice of its intention to terminate the employment of a **staff** member on the grounds of ill health, including the period of notice of termination in accordance with the **staff** member's contract of employment (or where no notice is specified, a period of six (6) months' notice), if:
- (a) An independent medical report received under clause 55 (Managing Ill-Health) shows that the **staff** member is unlikely to be able to perform the inherent requirements of their position within twelve (12) months; or
 - (b) Pursuant to clause 55 (Managing Ill-Health), the **staff** member refuses or fails to attend the medical examination without reasonable cause and the **University** concludes the **staff** member is unable to perform the inherent requirements of their position within twelve (12) months.

- 71.2 The **University** will not proceed to finalise the termination of employment if, within two (2) weeks of the notification, the **staff** member, or their **Representative**:
- (a) requests a further medical report; or
 - (b) advises the **University** of their intention to apply for an ill health retirement or temporary disability benefit with UniSuper.
- 71.3 Where a **staff** member or their **Representative** requests a further report under subclause 71.2(a):
- (a) The **University** will direct the **staff** member to undergo a further independent medical examination by a medical practitioner agreed between the **University** and the **NTEU**;
 - (b) The **staff** member will co-operate in respect of any direction, including any requests made by the medical practitioner to enable examination and provision of any further medical report;
 - (c) A refusal or failure to attend the medical examination without reasonable cause:
 - (i) may constitute a failure to comply with a reasonable and lawful direction, which may result in disciplinary action in accordance with clause 67 (Misconduct and Serious Misconduct); and
 - (ii) may result in the **University** concluding that the medical report made appropriate findings in regards to the ability of the **staff** member to perform the inherent requirements of their position within twelve (12) months.
- 71.4 A copy of the further medical report obtained under subclause 71.2 will be made available to the **University** and to the **staff** member.
- 71.5 If no request is made under subclause 71.2, or if the further medical report confirms that the **staff** member remains unlikely to be able to perform the inherent requirements of their position within twelve (12) months, the termination of employment will proceed and the remaining period of notice (or payment in lieu) will then apply.
- 71.6 Where a **staff** member advises the **University** of their intention to apply for an ill health retirement or temporary disability benefit with UniSuper under subclause 71.2(b):
- (a) The **University** will not progress the termination of employment pending the outcome of the UniSuper application;
 - (b) In the event that the UniSuper application is denied, the termination of employment process will progress subject to any request for a further medical report the **staff** member may make under subclause 71.2;
 - (c) In the event the UniSuper application is accepted, the termination of employment process will not progress until the **staff** member has been absent from work for a period of twelve (12) consecutive months.
- 71.7 This clause will not displace or override any existing State or Federal workers' compensation schemes contained in any applicable workers' compensation legislation, or the *Disability Discrimination Act 1992* (Cth) or relevant equal opportunity legislation.

SCHEDULES —



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 (2) 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 (2) 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 (3) years' full-time post Year 12 study. |

| Term | Definition |
|----------------------------|---|
| 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. |

| Term | Definition |
|--|---|
| Procedural Supervision | <p>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.</p> |
| 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 | <p>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 staff member will be required. Advice on changes to policy would be provided as necessary. Performance will be measured against objectives.</p> |
| Open Direction | <p>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.</p> |
| Organisational Relationships and Impact | <p>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.</p> |

Position Classification Standards

| | HEO Level 1 | HEO Level 2 | HEO Level 3 |
|----------------------------------|--|---|---|
| Training Level or Qualifications | <p>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.</p> | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> |

| | HEO Level 1 | HEO Level 2 | HEO Level 3 |
|------------|---|--|---|
| Task Level | <p>Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g., cleaning chemicals and hand tools, may be required. Established procedures exist.</p> <p>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, e.g. cleaning chemicals and hand tools, may be required.</p> <p>Associated with manual duties or elements of Level 2 duties performed under close supervision in conjunction with structured on the job training.</p> | <p>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</p> <p>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.</p> | <p>Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.</p> <p>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 (i.e. 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.</p> |

| | HEO Level 1 | HEO Level 2 | HEO Level 3 |
|--------------------------------------|---|--|--|
| Judgement and Problem Solving | <p>Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.</p> <p>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.</p> | <p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member 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.</p> | <p>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</p> <p>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.</p> |

| | HEO Level 1 | HEO Level 2 | HEO Level 3 |
|---------------------------------------|---|---|---|
| Level of Supervision and Independence | <p>Close supervision or, in the case of more experienced staff working alone, routine supervision.</p> | <p>Routine supervision of straightforward tasks; close supervision of more complex tasks.</p> <p>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.</p> | <p>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.</p> <p>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 forgoing 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.</p> |

| | HEO Level 1 | HEO Level 2 | HEO Level 3 |
|--|---|--|--|
| Organisational Relationships and Impact | <p>May provide straightforward information to others on building or service locations.</p> <p>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.</p> | <p>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 staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.</p> <p>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 (e.g. advise on the location, role and availability of personnel and services). Use courtesy and tact in dealing with others.</p> | <p>Perform tasks/ assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</p> <p>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.</p> |

| | HEO Level 4 | HEO Level 5 | HEO Level 6 |
|---|--|---|---|
| Training Level or Qualifications | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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; or • 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. | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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 (2) 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 (2) years') relevant experience as a technician; or • an equivalent combination of relevant experience and/or education/training. | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. |

| | HEO Level 4 | HEO Level 5 | HEO Level 6 |
|------------|---|---|--|
| Task Level | <p>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</p> <p>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 (e.g. 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.</p> | <p>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.</p> <p>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.</p> | <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff 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.</p> <p>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.</p> <p>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.</p> |

| | HEO Level 4 | HEO Level 5 | HEO Level 6 |
|--------------------------------------|---|---|---|
| Judgement and Problem Solving | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> |

| | HEO Level 4 | HEO Level 5 | HEO Level 6 |
|---------------------------------------|--|--|---|
| Level of Supervision and Independence | <p>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.</p> <p>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.</p> | <p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.</p> <p>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 (e.g. 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.</p> | <p>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.</p> <p>General direction. Will set priorities and monitor work flows and systems within an area of responsibility (i.e. 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.</p> |

| | HEO Level 4 | HEO Level 5 | HEO Level 6 |
|--|--|---|--|
| Organisational Relationships and Impact | <p>Perform tasks/ assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p> <p>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.</p> | <p>As for Level 4</p> <p>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.</p> | <p>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.</p> <p>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.</p> |

| | HEO Level 7 | HEO Level 8 | HEO Level 9 |
|---|---|--|--|
| Training Level or Qualifications | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. |

| | HEO Level 7 | HEO Level 8 | HEO Level 9 |
|------------|--|---|---|
| Task Level | <p>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.</p> <p>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 leaders. 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.</p> | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> |

| | HEO Level 7 | HEO Level 8 | HEO Level 9 |
|--------------------------------------|---|--|---|
| Judgement and Problem Solving | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> |

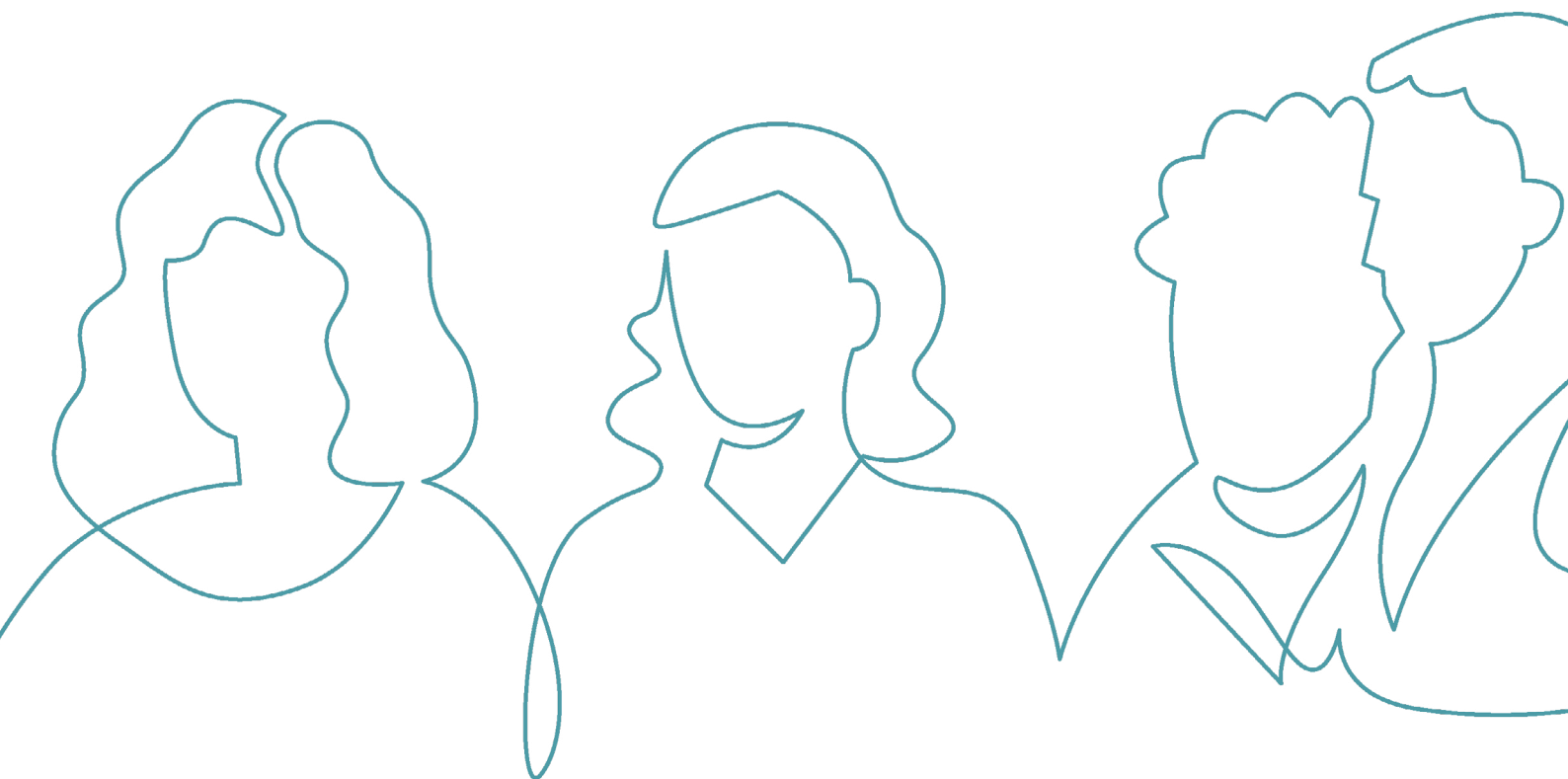
| | HEO Level 7 | HEO Level 8 | HEO Level 9 |
|---------------------------------------|---|---|--|
| Level of Supervision and Independence | <p>Broad direction. May manage other administrative, technical and/or professional staff.</p> <p>General direction. May have line management responsibility for 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.</p> | <p>As for Level 7</p> <p>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.</p> | <p>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.</p> |

| | HEO Level 7 | HEO Level 8 | HEO Level 9 |
|--|--|---|---|
| Organisational Relationships and Impact | <p>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</p> <p>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.</p> <p>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.</p> | <p>The staff member 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.</p> <p>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 (e.g. 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.</p> | <p>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.</p> <p>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.</p> |

HEO Level 10

| | |
|---|---|
| <p>Training Level or Qualifications</p> | <p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • 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. |
| <p>Task Level</p> | <p>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.</p> <p>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.</p> |
| <p>Judgement and Problem Solving</p> | <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p> <p>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.</p> |
| <p>Level of Supervision and Independence</p> | <p>As for Level 9</p> <p>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.</p> <p>Alternatively, open direction.</p> |
| <p>Organisational Relationships and Impact</p> | <p>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.</p> <p>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.</p> |

SCHEDULE 2 — 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 their 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 their professional discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will 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 their 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 their profession or discipline. They will normally undertake administration primarily relating to their 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 they will make original contributions, which expand knowledge or practice in their 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. They 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 their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their 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 their 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 their discipline. They 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. They will undertake administration primarily relating to their 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 their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their 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 their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their 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 their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

SCHEDULE 3 — ACADEMIC STAFF SALARY SCALES



Academic Staff Salary Scales

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

| Level A | | | | | | |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Step 1 | \$71,383 | \$74,238 | \$76,911 | \$79,218 | \$81,594 | \$84,205 |
| Step 2 | \$75,276 | \$78,287 | \$81,105 | \$83,539 | \$86,045 | \$88,798 |
| Step 3 | \$79,140 | \$82,305 | \$85,268 | \$87,826 | \$90,461 | \$93,356 |
| Step 4 | \$83,020 | \$86,341 | \$89,449 | \$92,132 | \$94,896 | \$97,933 |
| Step 5 | \$86,174 | \$89,621 | \$92,847 | \$95,632 | \$98,501 | \$101,653 |
| Step 6 * | \$89,322 | \$92,895 | \$96,240 | \$99,127 | \$102,101 | \$105,368 |
| Step 7 | \$92,474 | \$96,173 | \$99,635 | \$102,624 | \$105,703 | \$109,086 |
| Step 8 | \$95,625 | \$99,450 | \$103,030 | \$106,121 | \$109,305 | \$112,802 |
| Level B | | | | | | |
| Step 1 | \$100,480 | \$104,499 | \$108,261 | \$111,509 | \$114,855 | \$118,530 |
| Step 2 | \$104,113 | \$108,278 | \$112,176 | \$115,541 | \$119,008 | \$122,816 |
| Step 3 | \$107,746 | \$112,055 | \$116,089 | \$119,572 | \$123,159 | \$127,100 |
| Step 4 | \$111,385 | \$115,840 | \$120,011 | \$123,611 | \$127,319 | \$131,394 |
| Step 5 | \$115,021 | \$119,622 | \$123,929 | \$127,646 | \$131,476 | \$135,683 |
| Step 6 | \$118,659 | \$123,405 | \$127,848 | \$131,683 | \$135,633 | \$139,974 |

* Any Level A Academic who on appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this point

Academic Staff Salary Scales (cont.)

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

| Level C | | | | | | |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Step 1 | \$122,297 | \$127,189 | \$131,768 | \$135,721 | \$139,792 | \$144,266 |
| Step 2 | \$125,933 | \$130,971 | \$135,686 | \$139,756 | \$143,949 | \$148,555 |
| Step 3 | \$129,570 | \$134,752 | \$139,603 | \$143,792 | \$148,105 | \$152,845 |
| Step 4 | \$133,209 | \$138,537 | \$143,525 | \$147,830 | \$152,265 | \$157,138 |
| Step 5 | \$136,840 | \$142,314 | \$147,437 | \$151,860 | \$156,416 | \$161,421 |
| Step 6 * | \$140,478 | \$146,098 | \$151,357 | \$155,898 | \$160,575 | \$165,713 |
| Level D | | | | | | |
| Step 1 | \$146,540 | \$152,402 | \$157,888 | \$162,625 | \$167,504 | \$172,864 |
| Step 2 | \$151,388 | \$157,444 | \$163,112 | \$168,005 | \$173,045 | \$178,583 |
| Step 3 | \$156,236 | \$162,486 | \$168,335 | \$173,385 | \$178,587 | \$184,302 |
| Step 4 | \$161,087 | \$167,530 | \$173,561 | \$178,768 | \$184,131 | \$190,023 |
| Level E | | | | | | |
| | \$187,759 | \$195,269 | \$202,299 | \$208,368 | \$214,619 | \$221,486 |

Casual Academic Rates

Casual academic staff will be entitled to receive the salary rates applicable to the **casual employment** classifications, as defined in Schedule 2 of this **Agreement**, and a 36.25 hour week will be used as the basis for calculating the **ordinary hourly rate** for casual academic employment to which a 25% casual loading will be added. The casual loading is payable in lieu of benefits not provided to **casual academic staff** as set out in this **Agreement**.

Casual Academic Rates

| 2022 Rate | FFPPOA successful vote | FFPPOA commencement | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|------------------------|---------------------|------------------------|------------------|------------------|------------------|
| | | 4.0% increase | Change in Rate Divisor | 3.6% increase | 3.0% increase | 3.0% increase |

Lecturing

| | | | | | | | |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|
| A: Basic | \$200.22 | \$208.22 | \$214.67 | \$222.40 | \$229.07 | \$235.94 | \$243.49 |
| D: Repeat | \$133.48 | \$138.82 | \$143.11 | \$148.27 | \$152.71 | \$157.29 | \$162.33 |
| B: Developed | \$266.95 | \$277.63 | \$286.23 | \$296.53 | \$305.43 | \$314.59 | \$324.66 |
| C: Specialised | \$333.66 | \$347.01 | \$357.78 | \$370.66 | \$381.78 | \$393.24 | \$405.82 |

Tutoring

| | | | | | | | |
|----------------------|----------|----------|----------|----------|----------|----------|----------|
| E: Normal | \$144.77 | \$150.56 | \$155.21 | \$160.80 | \$165.62 | \$170.59 | \$176.05 |
| F: Repeat | \$96.51 | \$100.37 | \$103.47 | \$107.20 | \$110.41 | \$113.73 | \$117.37 |
| G: Normal PhD | \$171.76 | \$178.63 | \$184.17 | \$190.80 | \$196.53 | \$202.42 | \$208.90 |
| C: Repeat PhD | \$114.51 | \$119.09 | \$122.78 | \$127.20 | \$131.02 | \$134.95 | \$139.27 |

Clinical Nurse Educator

| | | | | | | | |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|
| I: Normal | \$96.51 | \$100.37 | \$103.47 | \$107.20 | \$110.41 | \$113.73 | \$117.37 |
| K: Normal PhD | \$114.51 | \$119.09 | \$122.78 | \$127.20 | \$131.02 | \$134.95 | \$139.27 |
| J: Small Preparation | \$72.39 | \$75.28 | \$77.61 | \$80.40 | \$82.81 | \$85.30 | \$88.02 |
| L: Small PhD | \$85.88 | \$89.32 | \$92.09 | \$95.40 | \$98.26 | \$101.21 | \$104.45 |

Casual Academic Rates (cont.)

| 2022 Rate | FFPPOA successful vote | FFPPOA commencement | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|------------------------|------------------------|------------------|------------------|------------------|------------------|
| | 4.0% increase | Change in Rate Divisor | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

Marking

| | | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|---------|---------|
| M: High Level | \$66.74 | \$69.41 | \$71.56 | \$74.13 | \$76.36 | \$78.65 | \$81.16 |
| N: Routine | \$48.26 | \$50.19 | \$51.74 | \$53.60 | \$55.21 | \$56.86 | \$58.68 |
| O: Routine PhD | \$57.25 | \$59.54 | \$61.39 | \$63.60 | \$65.51 | \$67.47 | \$69.63 |

Other Academic Activity

| | | | | | | | |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| P: | \$48.26 | \$50.19 | \$51.74 | \$53.60 | \$55.21 | \$56.86 | \$58.68 |
| Q: PhD | \$57.25 | \$59.54 | \$61.39 | \$63.60 | \$65.51 | \$67.47 | \$69.63 |
| V: SubCoord | \$66.74 | \$69.41 | \$71.56 | \$74.13 | \$76.36 | \$78.65 | \$81.16 |
| W: Course-Coord | \$80.45 | \$83.67 | \$86.55 | \$89.67 | \$92.36 | \$95.13 | \$98.17 |

Casual Academic Rates

1. Engagement

Casual Academic Staff will 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 subject coordination support duties performed in accordance with clause 8 of this schedule, is determined by reference to the second step of the full-time Academic Level B scale plus a 25% loading.

$$\frac{\$ \text{Level B, step 2/52.1786} + 25\%}{36.25} = \$$$

- (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:

$$\frac{\$ \text{Level C, step 2/52.1786} + 25\%}{36.25} = \$$$

- (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:

$$\frac{\$ \text{Level A, step 2/52.1786} + 25\%}{36.25} = \$$$

- (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:

$$\frac{\$ \text{Level A, step 6/52.1786} + 25\%}{36.25} = \$$$

3. Casual Lecturing

A **casual academic staff** member 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 will 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 staff** member 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 will 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 staff member holds a relevant Doctoral Degree qualification. |
| Rate H | Repeat Tutorial (PhD) | Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where the staff member holds a relevant Doctoral Degree 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. |

5. Undergraduate Clinical Nurse Education

A **casual academic staff** member required to provide undergraduate clinical nurse education with directly associated non-contact duties in the nature of preparation and reasonably contemporaneous student consultation will 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 staff member holds a relevant Doctoral Degree qualification. |
| Rate L | Little preparation required (PhD) | 1 hour of delivery and 0.5 hour of associated working time in circumstances where the staff member holds a relevant Doctoral Degree qualification. |

6. Casual Marking

| Rate | Type | Description |
|--------|------------------------|---|
| Rate M | Significant Judgement | Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B |
| Rate N | Standard marking | |
| Rate O | Standard marking (PhD) | Standard Marking, in circumstances where the staff member holds a relevant Doctoral Degree 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. Subject Coordination and Subject Coordination Support Duties

Casual staff should not be appointed as a Subject Coordinator.

However in circumstances where it is genuinely temporary casual work (e.g., temporarily replacing an assigned subject coordinator for several weeks when they unexpectedly fall ill), the **casual staff** member will be paid the Other Academic Activities Subject Coordination Support Duties rate for the required coordination duties.

In circumstances where a **casual academic staff** member is not appointed as the Subject Coordinator, but is performing a percentage of the subject coordination duties, howsoever named, they will be paid the Other Academic Activities Subject Coordination Support Duties rate for the required coordination duties.

9. Course Coordination and Course Coordination Support Duties

Casual staff should not be appointed as a Course Coordinator.

However in circumstances where it is genuinely temporary casual work (e.g., temporarily replacing an assigned course coordinator for several weeks when they unexpectedly fall ill), the **casual staff** member will be paid the Other Academic Activities Course Coordination Support Duties rate for the required coordination duties.

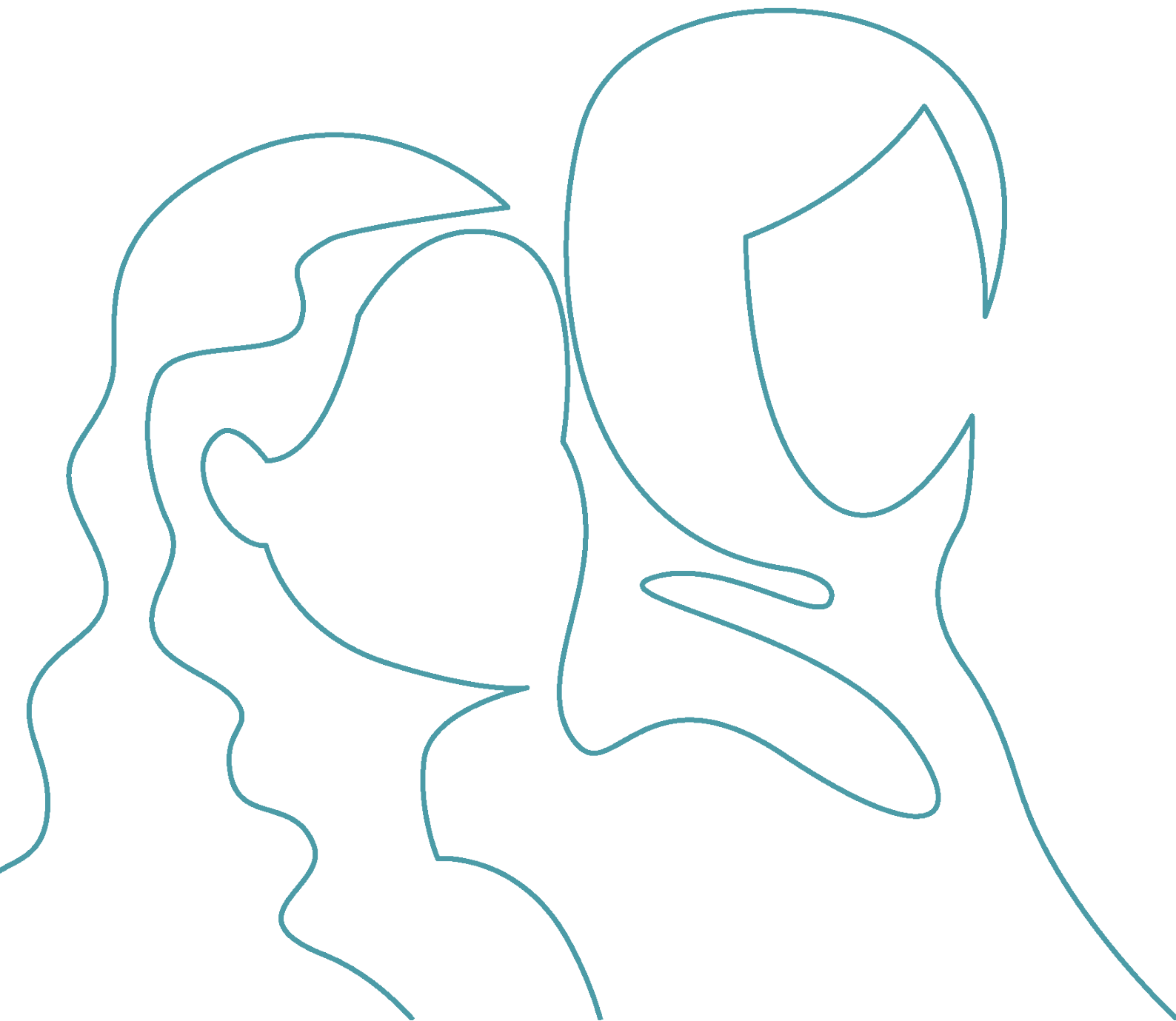
In circumstances where a **casual academic staff** member is not appointed as the Course Coordinator, but is performing a percentage of the course coordination duties, howsoever named, they will be paid the Other Academic Activities Course Coordination Support Duties rate for the required coordination duties.

10. Other Academic Activities

A **casual academic staff** member required by the **University** to perform academic activity that is not classified and paid as lecturing, tutoring, clinical nurse education or marking as set out under subclauses 3 to 7, will be paid an hourly Other Academic Activity rate for each hour of work required to be performed.

| Rate | Type | Description |
|--------|---|---|
| Rate P | | Standard Other Academic Activities rate. |
| Rate Q | (PhD) | Other Academic Activities rate in circumstances where the staff member holds a relevant Doctoral Degree qualification. |
| Rate V | Subject Coordinator / Subject Coordination Support Duties | Other Academic Activities rate in circumstances where the staff member is undertaking subject coordination or subject coordination support duties. |
| Rate W | Course Coordinator / Course Coordination Support Duties | Other Academic Activities rate in circumstances where the staff member is undertaking course coordination or course coordination support duties. |

SCHEDULE 4 — PROFESSIONAL STAFF SALARY SCALES



Professional Staff Salary Scales

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

| HEO 1 | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|
| Step 1 | \$51,211 | \$53,260 | \$55,177 | \$56,832 | \$58,537 | \$60,410 |
| Step 2 | \$52,169 | \$54,256 | \$56,209 | \$57,895 | \$59,632 | \$61,540 |
| Step 3 | \$53,145 | \$55,271 | \$57,261 | \$58,978 | \$60,748 | \$62,692 |
| Step 4 | \$54,140 | \$56,305 | \$58,332 | \$60,082 | \$61,885 | \$63,865 |
| HEO 2 | | | | | | |
| Step 1 | \$55,013 | \$57,213 | \$59,273 | \$61,051 | \$62,883 | \$64,895 |
| Step 2 | \$56,040 | \$58,281 | \$60,380 | \$62,191 | \$64,057 | \$66,106 |
| Step 3 | \$57,090 | \$59,374 | \$61,512 | \$63,357 | \$65,258 | \$67,346 |
| HEO 3 | | | | | | |
| Step 1 | \$57,724 | \$60,033 | \$62,194 | \$64,060 | \$65,982 | \$68,093 |
| Step 2 | \$58,807 | \$61,159 | \$63,361 | \$65,262 | \$67,220 | \$69,371 |
| Step 3 | \$59,918 | \$62,315 | \$64,558 | \$66,495 | \$68,489 | \$70,681 |
| Step 4 | \$61,046 | \$63,488 | \$65,773 | \$67,747 | \$69,779 | \$72,012 |
| Step 5 | \$62,195 | \$64,682 | \$67,011 | \$69,021 | \$71,092 | \$73,367 |
| Step 6 | \$63,364 | \$65,899 | \$68,271 | \$70,320 | \$72,429 | \$74,747 |
| Step 7 | \$64,561 | \$67,143 | \$69,560 | \$71,647 | \$73,797 | \$76,158 |

Professional Staff Salary Scales (cont.)

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase |

HEO 4

| | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|
| Step 1 | \$65,857 | \$68,492 | \$70,957 | \$73,086 | \$75,279 | \$77,688 |
| Step 2 | \$67,105 | \$69,789 | \$72,301 | \$74,470 | \$76,705 | \$79,159 |
| Step 3 | \$68,376 | \$71,111 | \$73,671 | \$75,881 | \$78,157 | \$80,658 |
| Step 4 | \$69,676 | \$72,463 | \$75,072 | \$77,324 | \$79,644 | \$82,192 |

HEO 5

| | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|
| Step 1 | \$71,280 | \$74,131 | \$76,800 | \$79,104 | \$81,477 | \$84,084 |
| Step 2 | \$72,634 | \$75,540 | \$78,259 | \$80,607 | \$83,025 | \$85,682 |
| Step 3 | \$74,015 | \$76,976 | \$79,747 | \$82,139 | \$84,604 | \$87,311 |
| Step 4 | \$75,429 | \$78,446 | \$81,270 | \$83,708 | \$86,220 | \$88,979 |
| Step 5 | \$76,863 | \$79,938 | \$82,815 | \$85,300 | \$87,859 | \$90,670 |
| Step 6 | \$78,333 | \$81,466 | \$84,399 | \$86,931 | \$89,539 | \$92,404 |
| Step 7 | \$79,827 | \$83,020 | \$86,009 | \$88,589 | \$91,247 | \$94,167 |

HEO 6

| | | | | | | |
|--------|----------|----------|----------|----------|-----------|-----------|
| Step 1 | \$82,125 | \$85,410 | \$88,485 | \$91,140 | \$93,874 | \$96,878 |
| Step 2 | \$83,698 | \$87,046 | \$90,180 | \$92,885 | \$95,672 | \$98,733 |
| Step 3 | \$85,301 | \$88,713 | \$91,906 | \$94,663 | \$97,503 | \$100,623 |
| Step 4 | \$86,935 | \$90,412 | \$93,667 | \$96,477 | \$99,371 | \$102,551 |
| Step 5 | \$88,607 | \$92,152 | \$95,469 | \$98,333 | \$101,283 | \$104,524 |

Professional Staff Salary Scales (cont.)

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

HEO 7

| Step 1 | \$90,259 | \$93,869 | \$97,248 | \$100,166 | \$103,171 | \$106,472 |
|--------|----------|-----------|-----------|-----------|-----------|-----------|
| Step 2 | \$91,995 | \$95,675 | \$99,119 | \$102,092 | \$105,155 | \$108,520 |
| Step 3 | \$93,764 | \$97,514 | \$101,025 | \$104,055 | \$107,177 | \$110,607 |
| Step 4 | \$95,570 | \$99,393 | \$102,971 | \$106,060 | \$109,242 | \$112,738 |
| Step 5 | \$97,409 | \$101,305 | \$104,952 | \$108,101 | \$111,344 | \$114,907 |
| Step 6 | \$99,291 | \$103,263 | \$106,980 | \$110,189 | \$113,495 | \$117,127 |

HEO 8

| Step 1 | \$101,102 | \$105,146 | \$108,932 | \$112,200 | \$115,566 | \$119,264 |
|--------|-----------|-----------|-----------|-----------|-----------|-----------|
| Step 2 | \$103,053 | \$107,175 | \$111,033 | \$114,364 | \$117,795 | \$121,564 |
| Step 3 | \$105,050 | \$109,252 | \$113,185 | \$116,580 | \$120,078 | \$123,920 |
| Step 4 | \$107,076 | \$111,359 | \$115,367 | \$118,828 | \$122,393 | \$126,310 |
| Step 5 | \$109,145 | \$113,511 | \$117,597 | \$121,125 | \$124,759 | \$128,751 |
| Step 6 | \$111,262 | \$115,712 | \$119,878 | \$123,474 | \$127,178 | \$131,248 |
| Step 7 | \$113,421 | \$117,958 | \$122,204 | \$125,870 | \$129,646 | \$133,795 |
| Step 8 | \$115,614 | \$120,238 | \$124,567 | \$128,304 | \$132,153 | \$136,382 |

Professional Staff Salary Scales (cont.)

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|---------------------------|---------------------|---------------------|---------------------|---------------------|
| | | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase |

| HEO 9 | | | | | | |
|--------|-----------|------------|-----------|-----------|-----------|-----------|
| Step 1 | \$117,369 | \$122,064 | \$126,458 | \$130,252 | \$134,160 | \$138,453 |
| Step 2 | \$119,648 | \$124,434 | \$128,914 | \$132,781 | \$136,764 | \$141,141 |
| Step 3 | \$121,970 | \$126,848 | \$131,415 | \$135,357 | \$139,418 | \$143,879 |
| Step 4 | \$124,342 | \$129,316 | \$133,971 | \$137,990 | \$142,130 | \$146,678 |
| HEO 10 | | | | | | |
| Step 1 | \$125,504 | \$130,524 | \$135,223 | \$139,280 | \$143,458 | \$148,049 |
| Step 2 | | \$133,058* | \$137,848 | \$141,984 | \$146,243 | \$150,923 |
| Step 3 | | \$135,641* | \$140,524 | \$144,740 | \$149,082 | \$153,853 |
| Step 4 | | \$138,275* | \$143,253 | \$147,550 | \$151,977 | \$156,840 |

*Increments for **HEO** Level 10 will not apply until after commencement of the **Agreement**.

Casual Professional Staff Rates

Casual professional staff will be paid (per hour) for all work performed at an hourly rate derived from the weekly rate for a full-time **staff** member in the same classification. A 36.25 hour week will be used as the basis for deriving an **ordinary hourly rate** to which will be added a 25% casual loading. The casual loading is payable in lieu of benefits not provided to **casual professional staff** as set out in this **Agreement**.

Casual Professional Staff Rates

| 2022 Rate | FFPPOA successful vote | FFPPOA commencement | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|------------------------|------------------------|------------------|------------------|------------------|------------------|
| | 4.0% increase | Change in Rate Divisor | 3.6% increase | 3.0% increase | 3.0% increase | 3.2% increase |

| | | | | | | | |
|--------------|---------|---------|---------|---------|---------|---------|---------|
| Casual HEO 1 | \$32.82 | \$34.14 | \$35.20 | \$36.46 | \$37.56 | \$38.69 | \$39.92 |
| Casual HEO 2 | \$35.26 | \$36.67 | \$37.81 | \$39.17 | \$40.35 | \$41.56 | \$42.89 |
| Casual HEO 3 | \$37.01 | \$38.49 | \$39.67 | \$41.10 | \$42.33 | \$43.60 | \$45.00 |
| Casual HEO 4 | \$42.22 | \$43.91 | \$45.26 | \$46.89 | \$48.30 | \$49.75 | \$51.34 |
| Casual HEO 5 | \$45.70 | \$47.52 | \$48.99 | \$50.75 | \$52.28 | \$53.84 | \$55.57 |
| Casual HEO 6 | \$52.64 | \$54.75 | \$56.44 | \$58.48 | \$60.23 | \$62.04 | \$64.02 |
| Casual HEO 7 | \$57.85 | \$60.17 | \$62.03 | \$64.27 | \$66.20 | \$68.18 | \$70.36 |
| Casual HEO 8 | \$64.81 | \$67.40 | \$69.49 | \$71.99 | \$74.15 | \$76.37 | \$78.82 |
| Casual HEO 9 | \$75.24 | \$78.24 | \$80.67 | \$83.57 | \$86.08 | \$88.66 | \$91.50 |

SCHEDULE 5 — PART-YEAR OR ANNUALISED HOURS PROFESSIONAL EMPLOYMENT



1. The following conditions apply to part-year **professional staff** employment:
 - (a) A part-year **professional staff** member is employed on a continuing or fixed-term basis to work one or more periods in a year (which may be a calendar year) as identified by the **University** in the contract of appointment, or as subsequently varied by agreement with the **staff** member.
 - (b) During the periods of the calendar year that the part-year **professional staff** member is not required to perform work, the **staff** member's employment will continue. However, with the exception of periods of approved paid leave, the **professional staff** member will be deemed to be on leave without pay for periods when the **professional staff** member is not required to perform work. These periods will not count as service for any purpose, but will not break the **staff** member's continuity of service.
 - (c) In respect of the periods when the part-year **professional staff** member is working, will be paid on the same basis as comparable, full-time or part-time continuing **professional staff** members, as the case may be.
 - (d) Leave, including recreation leave, long service leave and personal leave will accrue during hours worked by the part-year **professional staff** member. Leave, other than recreation leave and long service leave, will only be available to the **professional staff** member only during the periods when the **professional staff** member is working. The timing of taking recreation leave and long service leave will be determined by the **University**, in consultation with the **professional staff** member.
 - (e) A part-year **professional staff** member will be entitled to the benefit of all **University Holidays** that fall on days on which the **professional staff** member is scheduled to work. If the **University Holiday** falls on a day when the **professional staff** member is on leave without pay, then they are not entitled to the benefits set out in clause 41 (**University Holidays**).
 - (f) Part-year **professional staff** will be eligible for overtime in the same manner as full-time **staff**.

2. The following conditions apply to annualised hours **professional staff** employment:
 - (a) An annualised hours **professional staff** member is employed 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).
 - (b) Subject to the terms of engagement, the time and manner in which the **professional staff** member's annual ordinary hours are scheduled over the year is at the discretion of the **University** and can be worked over a period of less than 52 weeks.
 - (c) For the purposes of payment, the total number of nominated annual ordinary hours will be averaged to a fortnightly salary.
 - (d) An annualised hours **professional staff** member will receive pro-rata leave entitlements determined by the number of annual ordinary hours required to be worked. The timing of taking recreation leave and long service leave will be determined by the **University**, in consultation with the **professional staff** member.
 - (e) An annualised hours **professional staff** member will be entitled to the benefit of all **University Holidays** that fall on days on which the **professional staff** member is scheduled to work. If the **University Holiday** falls on a day when the **professional staff** member is not scheduled to work, then they are not entitled to the benefits set out in clause 41 (**University Holidays**).
 - (f) An annualised hours **professional staff** member will be eligible for overtime in the same manner as a full-time **professional staff** member. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the **professional staff** member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours worked by the **professional staff** member.
 - (g) Where in any year, with the agreement of the **University**, an annualised hours **professional staff** member works in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours worked will be made in the first available pay period following receipt of a valid claim from the **professional staff** member. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

- (h) In the event that the number of annualised ordinary hours for which an annualised hours **professional staff** member is engaged are altered by agreement then the **University** and the **professional staff** member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.
- (i) In the event that the employment of an annualised hours **professional staff** member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the **professional staff** member, will be performed and:
 - (i) if the **professional staff** member has received a payment (howsoever described) in respect of work or hours which are not then worked by the **professional staff** member, that payment must be repaid by the **professional staff** member to the **University** as at the date when the employment ceases. If the payment is not repaid, the **University** may offset any such amounts against any payments or entitlements owing to the **professional staff** member on the termination of their employment; and
 - (ii) if the **professional staff** member has performed work with the agreement of the **University** for which the **professional staff** member has not been paid by the **University**, the **University** will pay to the **professional staff** member the outstanding amount as at the date the employment ceases.

SCHEDULE 6 — APPRENTICES



1. This Schedule will apply to Apprentices who are undertaking an Apprenticeship pursuant to clause 11 (**Fixed-term Employment**).
2. Apprentices will receive a salary calculated using the following percentages, of the **ordinary rate of pay** for level 3 set out in Schedule 3 of this **Agreement**:
 - (i) 1st year – 55%
 - (ii) 2nd year – 65%
 - (iii) 3rd year – 80%
 - (iv) 4th year – 95%

provided that the **University** will ensure that apprentices employed under this **Agreement** will be paid at a rate not less than the rate provided in the Higher Education Industry – General Staff – Award 2020 or other modern award as applicable from time to time. Where the rates in the **Agreement** are higher than those set out in the Award, the **Agreement** rates will apply.

SCHEDULE 7 — TRAINEES



1. This Schedule will apply to **University Trainees** who are undertaking a **Traineeship** pursuant to clause 11 (**Fixed-term Employment**).
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** will apply to the former **Trainee**.

Definitions

For the purpose of this Schedule, the following definitions will apply.

| 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 will be deemed to have completed Year 10. |

Training Conditions

3. The **Trainee** will 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. Employment as a **Trainee** under this **Agreement** will 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** will not commence until the **Training Agreement** has been registered with the **relevant State or Territory Training Authority**. The **University** will ensure that the **Trainee** is permitted to attend the training course or program provided for in the **Training Agreement** and will ensure that the **Trainee** receives the appropriate on-the-job training.
5. The **University** will provide a level of supervision in accordance with the **Traineeship** agreement during the **Traineeship** period.
6. 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 will apply to **traineeships** under this **Agreement**.

Employment Conditions

7. A full-time **Trainee** will be engaged for a maximum duration of one (1) year provided that a **Trainee** will 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** will be engaged in accordance with the provisions of clause 8 of this Schedule.
8. Where the **Trainee** completes the qualification, earlier than the time specified in the **Training Agreement**, then the **Traineeship** may be concluded by mutual agreement.
9. Termination of employment of **Trainees** will be specified in the **Training Agreement**, or in the **relevant State of Territory Training Legislation**. The **University** will initiate such action by giving written notice to the **Trainee** at the time the action is commenced. The provisions of clauses 67 (Misconduct and Serious Misconduct) and 69 (Unsatisfactory Performance) in this **Agreement** will not apply to **Trainees** employed pursuant to this Schedule.
10. A **Trainee** will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.
11. Where the employment of a **Trainee** by the **University** is continued after the completion of the **traineeship** period, such **Traineeship** period will be counted as service for the purposes of this **Agreement**.

Trainees Working Overtime

12. Reasonable overtime may be worked by a **Trainee** provided that it does not affect the successful completion of the **Approved Training**.
13. No **Trainee** will work overtime on their own unless consistent with the provisions of this **Agreement**.
14. No **Trainee** will work shift work.
15. The **Trainee** wage will be the basis for the calculation of overtime rates prescribed in clause 37 (Overtime – **Professional Staff**) of this **Agreement**.
16. All other terms and conditions of this **Agreement** that are applicable to the **Trainee** will apply unless specifically varied by this Schedule.

17. 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** will not be entitled to any severance payments payable pursuant to clauses 66 (Redundancy Procedures) and subclause 11.10 (Severance Payment – Fixed-term **staff**) of this **Agreement**.
18. It is not intended that existing **staff** will be displaced from employment by **Trainees**.

Wages

19. The wages payable to **Trainees** are provided for in clause 23 of this Schedule.

Part-time Traineeships

20. This subclause will 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**.
21. Employment Conditions for all Part-time **Trainees**:
- (a) A part-time **Trainee** will receive, on a pro rata basis, all employment conditions applicable to a full-time **Trainee**. All the provisions of this **Agreement** will apply to part-time trainees except as specified in this clause.
 - (b) A **Trainee** undertaking 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 recreation leave, personal leave and **University Holidays**. Notwithstanding this, where a **Trainee** is called upon to work on a **University Holiday** the provisions of the relevant award will 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 will also be applicable to part-time **Trainees**.

General Formula

22. For **Traineeships** not covered by this Schedule the following formula for the calculation of wage rates will apply:
- (a) The wage rate will 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:

$$\frac{\text{Full-time Wage Rate} \times \text{Trainee hours} - \text{average weekly training time}}{0.8 \text{ FTE of full-time ordinary hours}}$$

- (b) Full-time wage rate means the appropriate rate as set out in Schedule 3 of this **Agreement**.
- (c) **Trainee** hours will be the hours worked per week including the time spent in **approved training**.
- (d) Average weekly training time is based upon the length of the **Traineeship** specified in the **Traineeship** agreement or **Training Agreement** as follows:

$$\frac{7 \times 12}{\text{Length of the } \mathbf{Traineeship} \text{ in months}}$$

*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 to 31 December 2023 and 36.25 hours from the **FFPPOA** 1 January 2024.*

23. 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

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase |

Year 10

| Years out of school | | | | | | |
|---------------------|----------|----------|----------|----------|----------|----------|
| 0 (50%)* | \$18,748 | \$19,498 | \$20,199 | \$20,805 | \$21,430 | \$22,115 |
| 0 (33%)* | \$21,238 | \$22,088 | \$22,883 | \$23,570 | \$24,277 | \$25,054 |
| 1 | \$24,766 | \$25,756 | \$26,683 | \$27,484 | \$28,308 | \$29,214 |
| 2 | \$29,329 | \$30,502 | \$31,600 | \$32,548 | \$33,525 | \$34,598 |
| 3 | \$33,582 | \$34,926 | \$36,183 | \$37,269 | \$38,387 | \$39,615 |
| 4 | \$38,458 | \$39,996 | \$41,436 | \$42,679 | \$43,960 | \$45,366 |
| 5 or more | \$43,540 | \$45,281 | \$46,911 | \$48,319 | \$49,768 | \$51,361 |

Year 11

| Years out of school | | | | | | |
|---------------------|----------|----------|----------|----------|----------|----------|
| 0 (33%)* | \$29,329 | \$30,502 | \$31,600 | \$32,548 | \$33,525 | \$34,598 |
| 0 (25%)* | \$21,238 | \$22,088 | \$22,883 | \$23,570 | \$24,277 | \$25,054 |
| 1 | \$29,329 | \$30,502 | \$31,600 | \$32,548 | \$33,525 | \$34,598 |
| 2 | \$33,582 | \$34,926 | \$36,183 | \$37,269 | \$38,387 | \$39,615 |
| 3 | \$38,458 | \$39,996 | \$41,436 | \$42,679 | \$43,960 | \$45,366 |
| 4 | \$43,540 | \$45,281 | \$46,911 | \$48,319 | \$49,768 | \$51,361 |

Traineeship Rates

| 2022 Rate | FFPPOA successful vote | FFPPOA 01-Jan-24 | FFPPOA 30-Sep-24 | FFPPOA 30-Sep-25 | FFPPOA 31-Mar-26 |
|-----------|------------------------------|---------------------|---------------------|---------------------|---------------------|
| | | 4.0% increase | 3.6% increase | 3.0% increase | 3.0% increase |

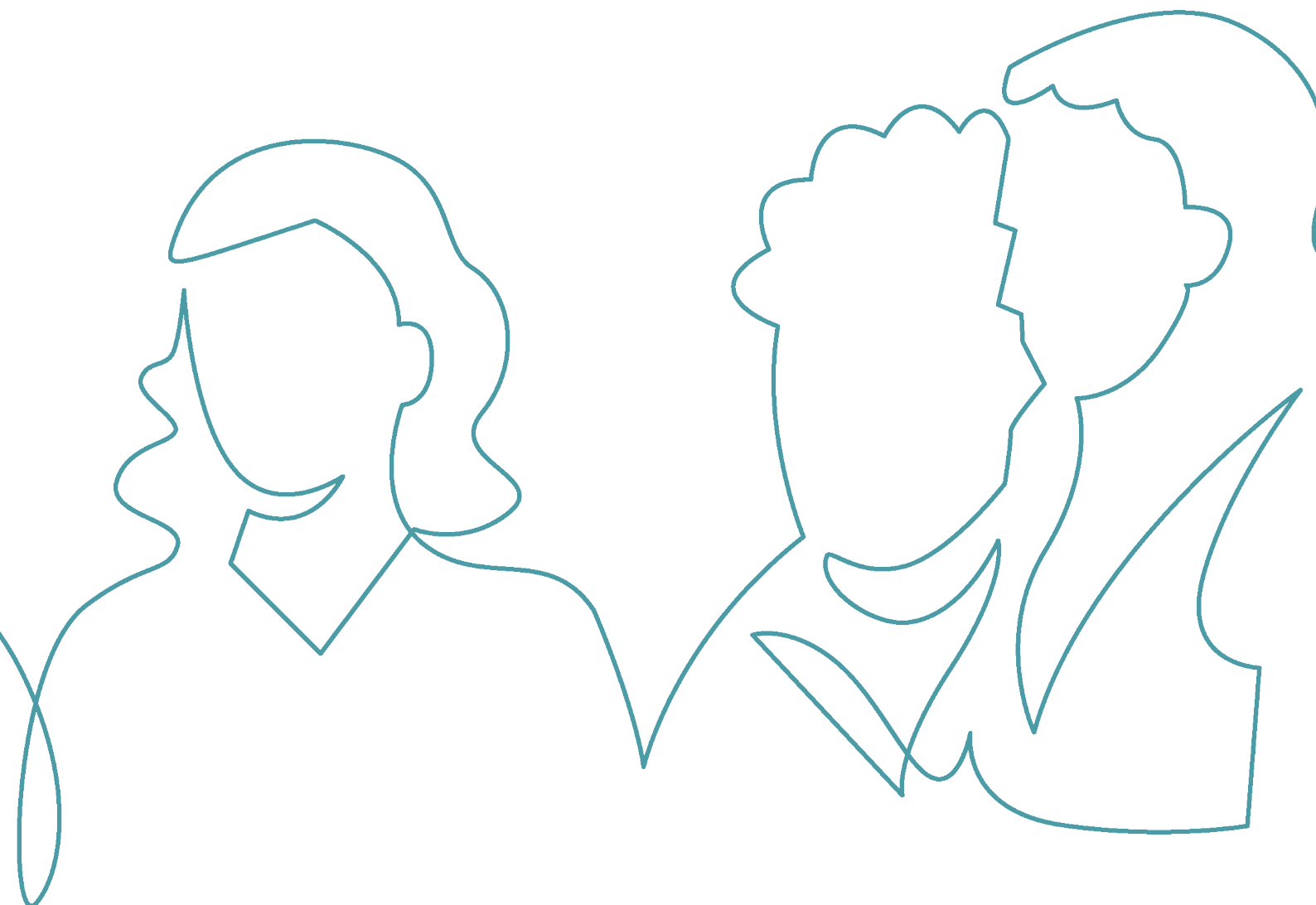
Year 12

| Years out of school | | | | | | |
|------------------------|----------|----------|----------|----------|----------|----------|
| 0 | \$29,329 | \$30,502 | \$31,600 | \$32,548 | \$33,525 | \$34,598 |
| 1 | \$33,582 | \$34,926 | \$36,183 | \$37,269 | \$38,387 | \$39,615 |
| 2 | \$33,367 | \$34,702 | \$35,951 | \$37,030 | \$38,141 | \$39,361 |
| 3 | \$38,217 | \$39,746 | \$41,177 | \$42,412 | \$43,685 | \$45,082 |

School Based Traineeships

| | | | | | | |
|---------|----------|----------|----------|----------|----------|----------|
| Year 11 | \$22,897 | \$23,813 | \$24,670 | \$25,410 | \$26,173 | \$27,010 |
| Year 12 | \$24,766 | \$25,756 | \$26,683 | \$27,484 | \$28,308 | \$29,214 |

SCHEDULE 8 — LOCAL FLEXIBILITY ARRANGEMENTS



1. Plant Attendants

1.1 Plant Attendants Employed Prior to this Agreement – Overtime and Shiftwork

- (a) This clause 1 only applies to Plant Attendants employed by the **University** prior to the commencement of this **Agreement**.
- (b) Any Plant Attendants employed after the commencement of this **Agreement** will be covered by regular Overtime – **Professional Staff** (Clause 37) and Shift Work – **Professional Staff** (Clause 36) provisions of this **Agreement**.

1.2 Plant Attendants Overtime

The following provisions will apply to Plant Attendants:

- (a) The **University** will require overtime to be worked on Saturdays and Sundays and will 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 will not result in further penalty payments other than the overtime as set out in subclause 1.2(a) above.

1.3 Plant Attendants Shift Work

- (a) The ordinary hours of work will be as specified in Clause 34 (Hours of Work – **Professional Staff**) of this **Agreement**. The ordinary hours of work will 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 will be subject to the agreement of the **University** and the majority of the **staff** members concerned.
- (b) There will be a roster of shifts which will:
 - (i) provide for rotation unless all the **staff** members 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 a **staff** member's place on such roster will not be changed except on one (1) week's notice of such change or payment of penalty rates. So far as **staff** members present themselves for work in accordance therewith, shifts will be worked according to the roster.

- (c) Notwithstanding the preceding subclauses (a) and (b), where in any particular workshop, factory or working place at which a **staff** member working on shift is engaged the majority of the **staff** member's working on shift therein work shifts not in accordance with subclauses (a) and (b) hereof, such **staff** member 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 subclause will not apply when such shifts exceed in the aggregate 152 hours in any period of four (4) consecutive weeks, in which case the preceding subclauses (a) and (b) will apply.

- (d) For work done by a shift worker outside the ordinary hours of their shift double time will be paid. But this will not apply to arrangements between the **staff** members 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 **staff** member has finished their ordinary shift such unrelieved **staff** member will be paid time and a half for the first eight (8) hours and double time thereafter. Where the **University** has been given at least seven (7) hours' notice a **staff** member 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 will be paid for at the rate of double time.
- (e) Shift workers, whilst on afternoon and night shifts, will be paid 15 per cent more than the ordinary rate for such shifts. Shift workers who work on any afternoon and night shifts, will 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 (5) day workshop or for at least six (6) successive afternoons or nights in a six (6) day workshop will be paid for each shift 50% for the first three (3) hours thereof and 100% for the remaining hours thereof in addition to their ordinary rate. A **staff** member 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 (4) 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 **staff** member at least one-third of their working time off night shift in each shift cycle; will 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 subclause:
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) **Staff** members working shifts will 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 will be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraphs of this subclause, but the provisions of this paragraph will not prejudice any right of the **staff** member to obtain alternatively, any higher rate in respect of that work by virtue of any provision of this **Agreement**.
- (h) Notwithstanding the preceding subclause (e) where in any particular workshop, factory or working place at which a **staff** member working on shift is engaged the majority of the **staff** member working on shift therein receive higher shift premiums for working such shifts than those provided by subclause (e), such **staff** member will be paid such higher shift premiums in substitution for the provisions of subclause (e).
- (i) Where in any particular workshop, factory or working place at which a **staff** member working on shift is engaged for the majority of the **staff** members working on shift therein receive compensation by way of annual leave or otherwise for working Saturday, holiday and/or Sunday shifts, such **staff** member will be given similar compensation for working shifts.
- (j) A shift worker whose rostered day off falls on a **University Holiday** will at the discretion of the **University** be paid for that day at ordinary rates or have an additional day added to their recreation leave. This provision will not apply when the holiday on which the **staff** member is rostered off falls on a Saturday or Sunday.

2. On-Call Arrangements for Information Services (IS)

- 2.1 This Local Flexibility Arrangement has been developed to address the **University's** need to provide continuous support for IS infrastructure, including networking, hardware, facilities and other services.
- 2.2 IS is required to provide 24 hour support for IS infrastructure, including networking, hardware, facilities and other services. The following applies to IS **staff** who have been identified by the Chief Information Officer to be part of the on-call roster.
- (a) An on-call week is defined as seven (7) continuous days.
 - (b) **Staff** will not be required to be on-call any more than an average of one (1) week in three (3) over a one (1) year period and not more than one (1) week in two (2) to cover absences. **Staff** may choose to be on-call more than one (1) week in three (3) which will be allowed subject to approval by the Chief Information Officer or delegate.
 - (c) **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.
 - (d) **Staff** can claim distance travelled at the standard rate for call outs that require onsite attendance, or be reimbursed for the cost of a taxi.
 - (e) On-call **staff** must remain in a fit state to work and:
 - (i) must be able to attend on-site within a reasonable time, no more than (two) 2 hours; and
 - (ii) must be able to commence remote work within one (1) hour.
 - (f) **Staff** will be paid a 40% loading on their base weekly salary for each full week on-call. On-call periods of less than one (1) week's duration will be paid an equivalent daily pro rata rate.
 - (g) **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. Calls that occur within one (1) hour of a previous call will be treated as a continuation of the previous call.
 - (h) **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. Calls that occur within three (3) hours of a previous call will be treated as a continuation of the previous call.
 - (i) Subject to this clause, **staff** members who respond to a call will be entitled to a ten (10) hour break between completion of the call and the start of their next rostered shift, without loss of pay for any delayed commencement of a rostered shift due to this clause.
 - (j) Notwithstanding the subclause (i) above, where a **staff** member is required to attend to a call out within three (3) hours prior to the commencement of their next period of work:
 - (i) There will be no requirement for a further ten (10) hour break if that break has already been achieved;
 - (ii) the **staff** member will be deemed to have commenced their period of work from the commencement time of attending for the call out;
 - (iii) the **staff** member will work from that time and finish work after working the same number of hours they would have worked in the rostered period of work; and
 - (iv) the **staff** member will be entitled to overtime in accordance with clause 37 (Overtime – **Professional Staff**) if the deemed start time is outside of the span of hours, for any hours worked outside the span of hours.
 - (k) All other ad hoc stand by and call out arrangements will be paid in accordance with Clause 37 (Overtime – **Professional Staff**) of this **Agreement**.

Examples

Ash works a regular shift on Tuesday from 9am until 5pm. At 12am (midnight), Ash responds to a call and completes the call out at 12.15am. Ash will be entitled to a ten (10) hour break before their next shift begins (that is, their next shift cannot begin until 10.15am, but will still finish at the regular time of 5pm without loss of pay).

Casey works a regular shift on Tuesday from 9am until 5pm. At 6am Wednesday, Casey responds to their first call. Casey is scheduled to work another shift at 9am on Wednesday. Casey is not entitled to an additional ten (10) hour break. Casey's shift will begin at 6am Wednesday and end at 2pm Wednesday. Casey is paid at the relevant overtime rate for work outside the span of hours in accordance with clause 3 (i.e. from 6am – 7.30am).

SCHEDULE 9 — TRANSITION ARRANGEMENTS FOR INCREASED WORKING HOURS



1. Professional Staff work hours

- 1.1 **Professional staff** members will transition to the new full-time ordinary hours of work (36.25 hours per week) or part-time/fractional equivalent, from the **FFPPOA** 1 January 2024, unless they decide to maintain their pre-existing ordinary hours of work.
- 1.2 **Professional staff** who elect to maintain their pre-existing ordinary hours of work will reduce their time-fraction and will be a part-time/fractional **staff** member in accordance with clause 17.
- 1.3 **Professional staff** who have transitioned to the new full-time ordinary hours of work or part-time/fractional equivalent will, in consultation with their **supervisor**, determine how the additional working hours will be performed, which may include:
 - (a) Commencing work earlier;
 - (b) Finishing work later;
 - (c) Taking a shorter meal break, provided the minimum meal break of 30 minutes is observed; or
 - (d) An alternative arrangement agreed between the **staff** member and the **supervisor**.
- 1.4 **Professional staff** who commence employment at the **University** after the **FFPPOA** 1 January 2024 can elect on the commencement of their employment to work a 35 hour week as a part-time/fractional **staff** member.

Examples

Sasha is a full-time **professional staff** member working 7 hours per day, Monday to Friday. Sasha has decided that they will maintain their pre-existing ordinary hours of work, and informs the **University** of this. Sasha will become a part-time **staff** member working a 0.9655 FTE time-fraction from **FFPPOA** 1 January 2024.

Riley is a part-time **professional staff** member working 7 hours per day, Tuesday to Thursday, equaling 21 hours per week. Riley's standard hours of work are 8am to 4pm, including a one-hour meal break for lunch. Riley transitioned to the new full-time hours of work, at their part-time equivalent, being 21.75 hours per week. Riley decided to work the additional 45 minutes per week by reducing their meal break to 45 minutes each day.

2. Academic Staff work hours

- 2.1 **Academic staff** members will transition to the new full-time ordinary hours of work (1827 per year) or part-time/fractional equivalent, from the **FFPPOA** 1 January 2024, unless they decide to reduce their time-fraction and be a part-time/fractional **staff** member in accordance with clause 17.
- 2.2 The **University** will not refuse a request from an **academic staff** member to reduce their time-fraction by up to 5% under subclause 2.1.
- 2.3 **Academic staff** who commence employment at the **University** after the **FFPPOA** 1 January 2024 can elect on the commencement of their employment to work a reduced time-fraction of up to 5%.

Example

Frankie is a full-time **academic staff** member who has decided that they do not wish to increase their work hours as part of the transition to the new full-time ordinary hours of work. To enable their fortnightly salary to remain consistent, they have elected to reduce to a 0.9655 time-fraction, which means from an administrative perspective, their salary and leave entitlements will continue to be calculated on a 35 hour week.

Frankie's annual workload hours will be 1764 hours, consisting of:

- 1624 allocated annual hours
- 140 hours of recreation leave

3. Leave accruals

- 3.1 **Staff** members who transition to the new full-time ordinary hours of work or part-time/fractional equivalent from the **FFPPOA** 1 January 2024, will have their accrued leave balances adjusted to reflect a 36.25 hour week.
- 3.2 Leave balances will not be adjusted for **staff** who do not transition to the new full-time ordinary of part-time/fractional equivalent hours of work.

Example

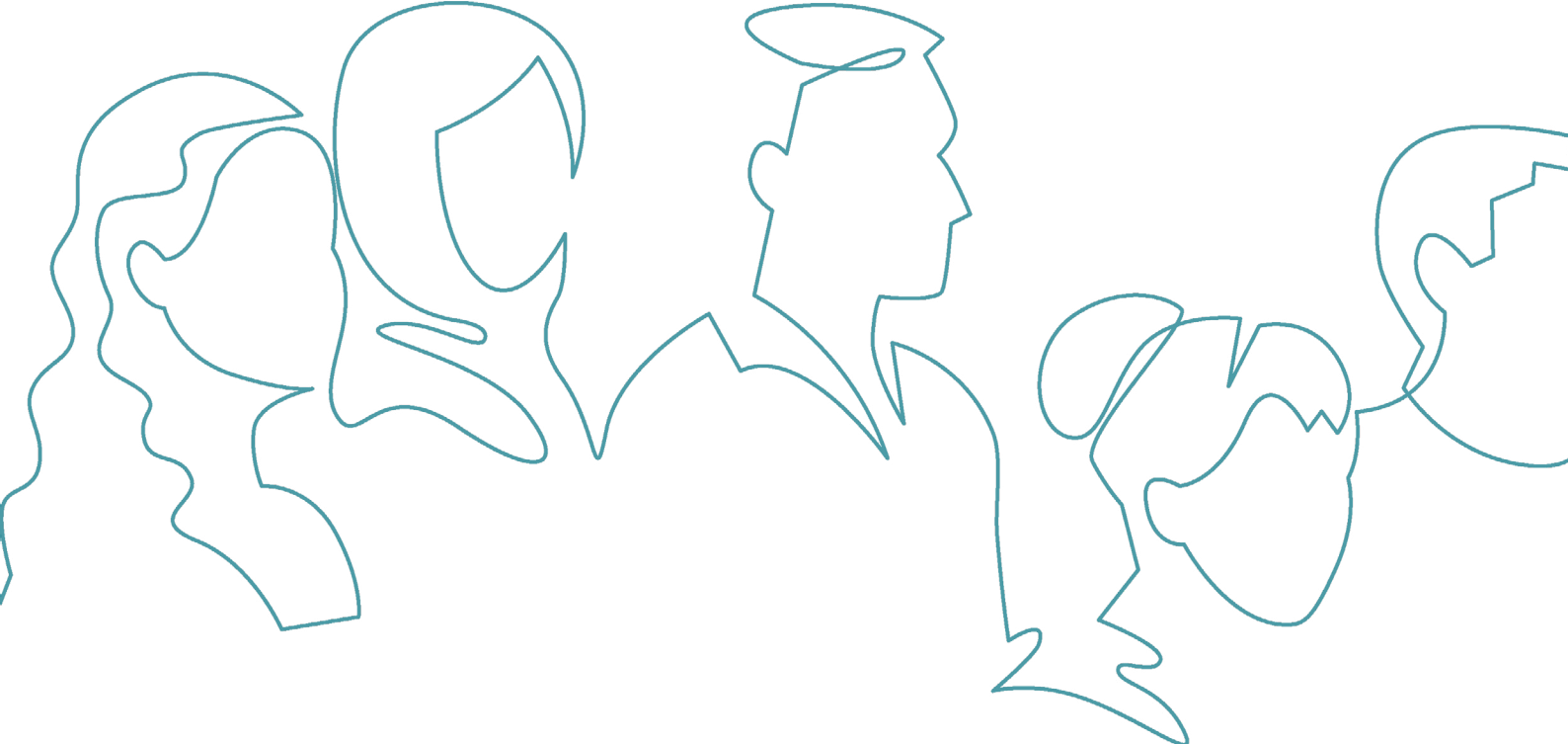
The below table shows a practical example of how the leave balances will be adjusted for a full-time **staff** member who transitions to the new full-time ordinary hours of work.

| Leave type | Balance prior to transition | Balance after transition |
|--------------------|-----------------------------|--------------------------|
| Recreation leave | 70 hours (2 weeks) | 72.5 hours (2 weeks) |
| Long Service leave | 350 hours (10 weeks) | 362.5 hours (10 weeks) |
| Personal leave | 294 hours (8.4 weeks) | 304.5 hours (8.4 weeks) |

The below table shows a practical example of how the leave balances will be adjusted for a part-time **staff** member who was working 21 hours per week and transitions to the new full-time equivalent ordinary hours of work of 21.75 hours per week.

| Leave type | Balance prior to transition | Balance after transition |
|--------------------|-----------------------------|--------------------------|
| Recreation leave | 63 hours (3 weeks) | 65.25 hours (3 weeks) |
| Long Service leave | 105 hours (5 weeks) | 108.75 hours (5 weeks) |
| Personal leave | 50.4 hours (2.4 weeks) | 52.2 hours (2.4 weeks) |

SCHEDULE 10 DEFINITIONS



| Term | Meaning |
|-----------------------------------|---|
| 2018 Agreement | The La Trobe University Collective Agreement 2018 |
| Academic Staff | Staff appointed to an academic position and/or who are engaged to perform teaching and/or research. |
| Academic Year | The period of time from the first day of Semester 1 in any year to the day preceding the first day of Semester 1 in the following year, both inclusive. |
| Agreement | The La Trobe University Enterprise Agreement 2023 |
| Caring responsibilities | Caring responsibilities can include caring for young children; for children or adults with disabilities, mental illness or chronic illness; or for older people. |
| Casual Staff or Casual Employment | A staff member who is engaged in employment by the hour to carry out duties set out in either Schedules 1 (for Professional Staff) or Schedule 2 (for Academic Staff). May also be referred to as “ Casual Professional Staff ” or “ Casual Academic Staff ”. |
| Contingent Funding | limited term funding provided 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 employment, Fixed-term Employment or Casual Employment . |
| Elected NTEU representative | is a staff member who: <ul style="list-style-type: none"> (i) holds the office of President, Vice-President, Secretary or Treasurer of the NTEU La Trobe Branch or who is a duly elected member of the Executive, Council or Branch Committee of the NTEU; and (ii) is required to assist the NTEU from time to time on request by the NTEU. |
| Family and Domestic Violence | has the same meaning as “family violence” as defined in subsection 106B (2) of the FW Act , with the exception of the words “close relative” being substituted by the University’s definition of immediate family member . |
| FFPPOA | first full pay period on or after. |
| Fixed-term Employment | employment for a specified term or ascertainable period. |
| FTE | Full-time Equivalent |
| FW Act | the <i>Fair Work Act 2009</i> (Cth) as amended. |
| FWC | the Fair Work Commission or successor body. |
| HEO | the Higher Education Officer (HEO) classification level of Professional Staff as set out in Schedule 1 of this Agreement . |

| Term | Meaning |
|---|---|
| Immediate family member | <ul style="list-style-type: none"> (i) partner, former partner, child, foster child, grandchild, parent, legal guardian, grandparent, siblings of the staff member; (ii) child, foster child, parent, legal guardian, grandparent, grandchild, siblings of the staff member's partner or former partner; (iii) a relative who has taken the place of a parent; (iv) a person for who the staff member has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (i) – (iii) above or is the Indigenous kin of the person for who they have caring responsibilities and is accepted by their community as having an Indigenous kinship relationship with that person. (v) a person from the chosen family of the staff member, being a family of non-kinship bonds (whether legally recognised or not) that is based on foundations of love, understanding, and acceptance, for who the staff member has caring responsibilities. |
| Medical Certificate | includes a certificate from a medical practitioner or health professional (including a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist). |
| MSAL | Minimum Standards for Academic Levels as set out in Schedule 2 of this Agreement . |
| NES | National Employment Standards |
| NTEU | the National Tertiary Education Industry Union. |
| NTEU workplace representative | <p>a staff member and NTEU member who is appointed:</p> <ul style="list-style-type: none"> (i) on a formal or official University committee as a nominee of the NTEU; (ii) to act as a Representative for University NTEU members' interests in the workplace on industrial relations matters; (iii) to attend hearings or meetings of FWC or other tribunals on behalf of the NTEU La Trobe Branch; or (iv) to attend State and National Council meetings on behalf of the NTEU La Trobe Branch. |
| Ordinary rate of pay or ordinary hourly rate | the rate payable to a staff member in accordance with Schedule 3 and Schedule 4 of this Agreement without any loadings or additional payments, except where otherwise provided for in this Agreement . |
| Parties | <p>the parties to this Agreement are:</p> <ul style="list-style-type: none"> (a) The NTEU; (b) La Trobe University; and (c) All staff of La Trobe University excluding the Vice-Chancellor and Senior Executives. |

| Term | Meaning |
|---|--|
| Partner | in respect of a staff member, is their spouse or de facto partner . |
| 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 | all staff other than Academic Staff . |
| Recognised Emergency Management Body | <p>(a) A body, or part of a body, that has a role or function under a plan that is for coping with emergencies or disasters and the plan is prepared by the Commonwealth or a State or Territory; or</p> <p>(b) Any other body with the substantial purpose of securing the safety of persons or animals in an emergency or national disaster or otherwise responding to an emergency or national disaster.</p> |
| Representative | a friend or colleague (but this person will not be a practicing solicitor or barrister), or Union which may be the NTEU . |
| Research Continuing | a staff member (academic or professional staff) engaged in accordance with clause 15. |
| Senior Executives | Staff who report directly to the Vice-Chancellor with executive decision-making powers. |
| Senior Leader | A leader who provides line management of the supervisor , at a level no lower than Dean, Executive Director or equivalent. |
| Social, medical or legal affirmation | <p>Gender affirmation processes differ with each individual, but may include:</p> <ul style="list-style-type: none"> • Social affirmation (for example, adopting the dress and style of presentation that better aligns with their gender identity and expression, and changing their pronouns and/or name); • Medical affirmation (for example, surgery, hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures); and/or • Legal affirmation (for example, legally changing their name and/or gender marker on personal identification documents such as their passport, birth certificate, drivers' licence or banking documents). |
| Staff | All persons who are employed by the University and to who this Agreement applies as set out in clause 2. |

| Term | Meaning |
|--|---|
| Suitable vacant position | <p>A vacant position:</p> <ul style="list-style-type: none"> • for which the staff member has the skills and qualifications to undertake; • in which the staff member could perform satisfactorily within a six (6) month period (including any requirement to update skills and experience); • at the same time fraction as the staff member's redundant role (or an alternate fraction if the staff member agrees); • at the same classification level as the staff member's redundant role, or for professional staff it may be one at a higher classification level than the staff member's redundant role where the staff member has been working at a higher classification level on a temporary basis and in receipt of salary payments or a Higher Duties Allowance at the higher classification level for at least twelve (12) months in the two (2) years prior to their redeployment; and • at the same or similar work or campus location as the staff member's redundant role, or at another work or campus location provided it does not require an unreasonable geographical relocation between metropolitan locations, from a metropolitan location to a regional location, from a regional location to a metropolitan location, or between regional locations. |
| Supervisor | the person who is identified as the supervisor by the University |
| Teaching period | a period during the Academic Year that the University nominates as a period within which teaching and assessment occurs. |
| University | La Trobe University. |
| University Holiday | Those days listed as University holidays under clause 41 of this Agreement |
| Voluntary Emergency Management Activity | <p>Where:</p> <ul style="list-style-type: none"> • a staff member engages in an activity that involves dealing with an emergency or natural disaster; and • the staff member engages in the activity on a voluntary basis; and • the staff member is a member or has a member-like association with a Recognised Emergency Management Body; and • the staff member was requested by or on behalf of the body to take part in the activity, or if no such request was made, it would be reasonable to expect that such a request would have been made if the circumstances had permitted the making of the request. |

SCHEDULE 11 — END OF YEAR CLOSEDOWN CALENDAR



December 2023 / January 2024

| | | | | | | |
|--------------|-------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------|
| Sunday 17 | Monday 18 | Tuesday 19 | Wednesday 20 | Thursday 21 | Friday 22 | Saturday 23 |
| | | | | | | |
| Sunday 24 | Monday 25 | Tuesday 26 | Wednesday 27 | Thursday 28 | Friday 29 | Saturday 30 |
| | Christmas Day | Boxing Day | EOY Closedown Day | EOY Closedown Day | EOY Closedown Day | |
| Sunday 31 | Monday 1 | Tuesday 2 | Wednesday 3 | Thursday 4 | Friday 5 | Saturday 6 |
| | New Year's Day | EOY Closedown Day | Re Open | | | |

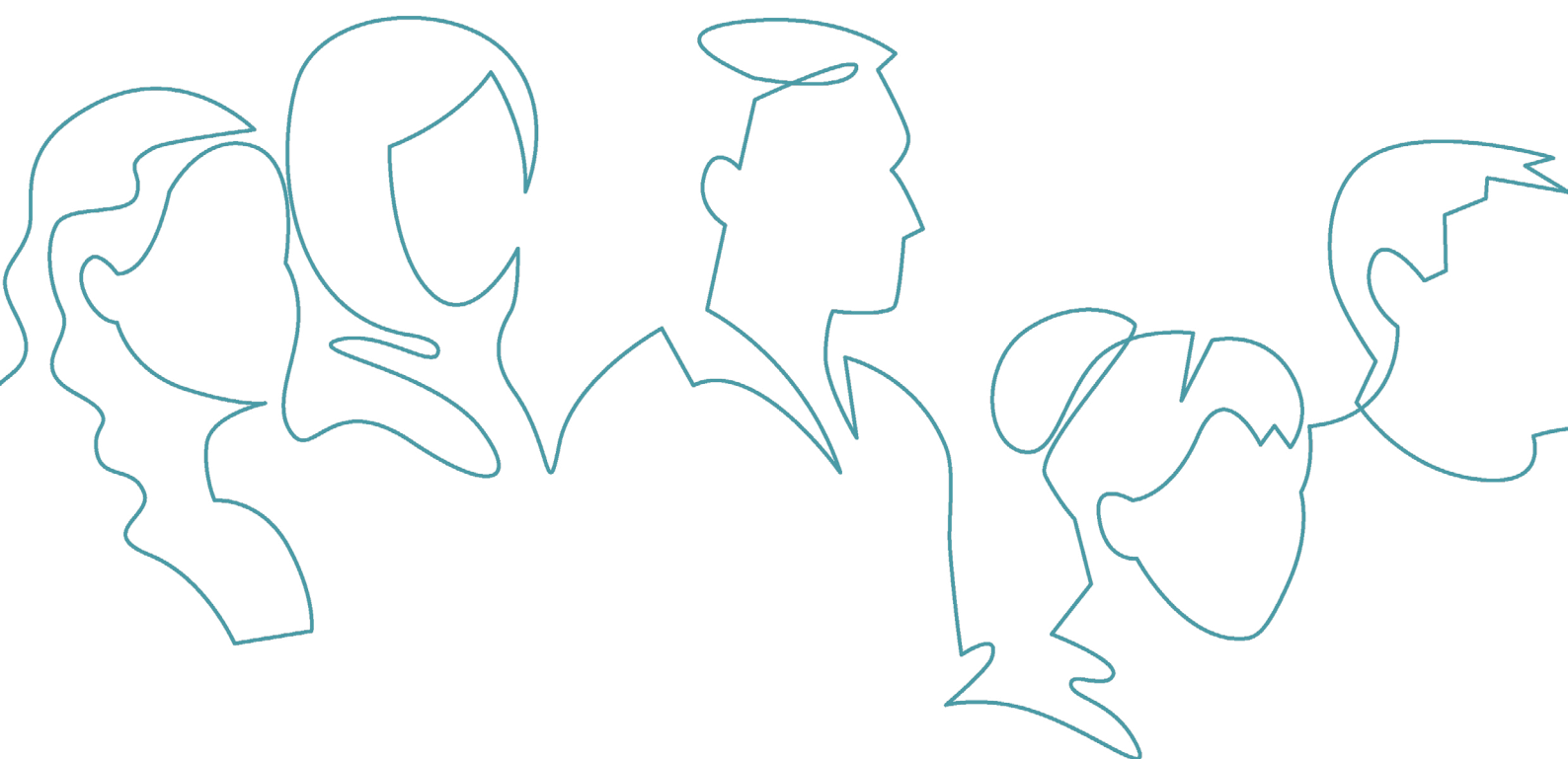
December 2024 / January 2025

| | | | | | | |
|--------------|-------------------------|-------------------------|-------------------|----------------|-------------------------|----------------|
| Sunday 22 | Monday 23 | Tuesday 24 | Wednesday 25 | Thursday 26 | Friday 27 | Saturday 28 |
| | | EOY Closedown Day | Christmas Day | Boxing Day | EOY Closedown Day | |
| Sunday 29 | Monday 30 | Tuesday 31 | Wednesday 1 | Thursday 2 | Friday 3 | Saturday 4 |
| | EOY Closedown Day | EOY Closedown Day | New Year's Day | Re Open | | |

December 2025 / January 2026

| | | | | | | |
|----------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------|----------------------------------|------------------------|
| Sunday 21 | Monday 22 | Tuesday 23 | Wednesday 24 | Thursday 25 | Friday 26 | Saturday 27 |
| | | | | Christmas Day | Boxing Day | |
| Sunday 28 | Monday 29 | Tuesday 30 | Wednesday 31 | Thursday 1 | Friday 2 | Saturday 3 |
| | EOY Closedown Day | EOY Closedown Day | EOY Closedown Day | New Year's Day | EOY Closedown Day | |
| Sunday 4 | Monday 5 | Tuesday 6 | Wednesday 7 | Thursday 8 | Friday 9 | Saturday 10 |
| | Re Open | | | | | |

SCHEDULE 12 — AGRIBIO



PART I — GENERAL

Schedule Title and Arrangement

1.1 Title

This Schedule will be known as the La Trobe Biosciences Research Centre Schedule.

1.2 Arrangement

| | |
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2. Definitions

In this document, unless otherwise provided:

“Agreement” for the purposes of this Schedule means the *La Trobe University Collective Agreement 2023* excluding this Schedule.

“LTU/DJPR Researcher” means a member of **academic staff** of the **University** who is engaged as a LTU/DJPR Researcher in the Biosciences Research Centre Pty Ltd (AgriBio) who is employed on 0.49 (or less) fractional basis with DJPR.

“DJPR Employment” means a **staff member’s** part-time employment with the Department of Jobs, Precincts and Regions (DJPR) (formerly the Department of Economic Development, Jobs, Transport and Resources) as a Principal Scientist (or similar classification) in the Biosciences Research Centre Pty Ltd in respect of which the **staff member** performs substantially the same duties as in their employment with the **University** as a **LTU/DJPR Researcher**.

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

“staff member” means a **LTU/DJPR Researcher**.

“Funding Agreement” means the funding agreement between DJPR and the **University** in respect of the Biosciences Research Centre Pty Ltd, as it exists from time to time.

“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 **staff member**.

“University” means La Trobe University.

“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** or Schedule.

3. Application of this Schedule

3.1 This Schedule applies to and is binding on La Trobe University in respect of all **LTU/DJPR Researchers** employed in the Biosciences Research Centre Pty Ltd (AgriBio) and the **Union**.

3.2 No part of the **Agreement** (other than this Schedule) applies to **LTU/DJPR Researchers** unless expressly stated in this Schedule.

4. Relationship to other Agreements

Clause 2 and Clause 3 of the **Agreement** applies.

PART 2 — CONSULTATION, CHANGE AND FLEXIBILITY

5. Consultation, Change and Flexibility

Clause 4 (**Agreement** Flexibility), clause 61 (Managing Change), clause 62 (Dispute Resolution Procedures) and clause 63 (Workplace Issue Resolution Procedure) of the **Agreement** apply.

PART 3 — UNIVERSITY AND STAFF MEMBERS' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

6. Employment Categories and Entitlements

6.1 Basis of Employment

- (a) **Staff members** will be employed on an ongoing basis, but employment with the **University** as a **LTU/DJPR Researcher** will automatically cease on and from the date upon which a **staff member's** leave without pay from **DJPR Full-Time Employment** ceases. Clause 9 of this Schedule (Termination and Redundancy) will not apply in these circumstances if the **staff member** reverts to their **DJPR Full-Time Employment**.
- (b) For the avoidance of doubt, leave without pay from **DJPR Full-Time Employment** will be deemed to cease if funding for the **staff member's** position under the **Funding Agreement** between DJPR and the **University** ceases.
- (c) If a **staff member's** **DJPR Full-Time Employment** is terminated the **staff member** will cease to be employed as a **LTU/DJPR Researcher**. If the **staff member** is not then redeployed to another position in the **University**, clause 9 of this Schedule (Termination and Redundancy) will apply if the **staff member** is retrenched within the meaning of that clause.
- (d) In a redeployment situation the provisions of clause 66 of the **Agreement** (Redundancy Procedures) apply.

6.2 Job Information

- (a) As soon as practicable after the commencement of employment, the **staff member** will be provided in writing or electronically with details of the job title, classification level and job statement for their position and relevant HR policies.
- (b) The **staff member** 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 **University** will provide the **staff member** with a copy of the **Agreement**.
- (d) The **University** will ensure that an induction process is developed and maintained for the purpose of educating new **staff members**.

6.3 Probationary Period – New staff member

- (a) The **University** may appoint a new **staff member** on a probationary basis but only if at the time of appointment the **staff member** is on probation with DJPR.
- (b) The period of probation will be a reasonable period having regard to the nature of the position but, subject to subclause (c), will be no more than six (6) months.

- (c) If conduct or performance issues are identified during the probationary period, the **University** will counsel the **staff member** during the probationary period in relation to their conduct or performance and will provide a written record of such counselling. The probationary period may be extended concurrently with any extension of DJPR probation by a period of not more than three (3) months to allow the **staff member** to address performance issues.
- (d) A Probationary **staff member's** employment may be terminated by the **University** during the **staff member's** probationary period by giving two (2) weeks' notice, subject to the right to terminate a **staff member's** employment without notice or payment in lieu of notice if the **staff member** 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 subclause (c), at the end of the period of probation, the **University** will confirm the **staff member's** appointment in writing or, in the event that the **staff member's** conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of two (2) weeks' notice.

6.4 Part-Time Employment

Provisions relating to salary, leave and all other entitlements contained within the **Agreement** apply to part-time **staff members** on a pro rata basis calculated on the relevant time fraction of the **staff member's** employment.

7. Workload

- 7.1 The **University** acknowledges the benefits to both the organisation and individual **staff member** gained through **staff members** having a balance between both their professional and family life.
- 7.2 When a **staff member** is required by the **University** to work overtime the **staff member** must be compensated in accordance with the appropriate overtime clause where the **staff member** 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 **University** to address the **staff** concerns.
- 7.4 Other than in an emergency, if reasonable notice of the requirement to perform work beyond a **staff member's** normal hours of work has not been given by the **University**, a **staff member** may refuse where this would impose personal or family hardship or interfere with the **staff member's** personal commitments.
- 7.5 Where a **staff member** 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

PART H: PERFORMANCE AND CAREER PROVISIONS of the **Agreement** applies.

9. Termination and Redundancy

PART J: TERMINATION AND DISCIPLINE PROVISIONS of the **Agreement** applies.

10. Costs of Employment Related Legal Proceedings

- 10.1 Where legal proceedings are initiated against a **staff member** as a direct consequence of the **staff member** legitimately and properly performing their authorised duties for the **University**, the **University** will not unreasonably withhold agreement to meet the **staff member's** reasonable legal costs relating to the defence of such proceedings.
- 10.2 An application to meet a **staff member'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 3 of the **Agreement** sets out the salary rates for each of the academic levels.
- 11.2 **Staff members** will be classified consistently with the **MSALs** as set out in Schedule 2 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 **staff member**. The responsibilities of **staff members** 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 A **staff member** 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 **staff member** is appointed or promoted. In addition, **staff members** 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 **staff member** as set out in Schedule 3 and Schedule 4 of the **Agreement**, a **staff member** is entitled to be paid supplementary salary as follows. The supplementary salary (if any) will be paid to ensure a **staff member** receives salary from the **University** on a pro rata basis equivalent to the salary and bonuses payable to the **staff member** in their classification as a Principal Scientist under their **DJPR employment** as if they were employed by DJPR 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 DJPR referable to an earlier period of employment that coincides with the **staff member'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 statutory (currently 11%) 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 **University** superannuation contribution above the SGC rate in respect of **University** employment as salary.
- 12.4 Any incidence based allowances paid by DJPR will not be counted for the purpose of calculating supplementary salary.

13. Payment of Salaries

- 13.1 Salaries, allowances and penalty rates due to a **staff member** must be paid by the **University** by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the **staff member**. In exceptional circumstances, including significant delays in payment of salary, the **University** will make provision for off-line payments.
- 13.2 Where a normal payday falls on a public holiday the direct credit to the **staff member's** nominated account must be made no later than the last working day prior to the public holiday.
- 13.3 **Staff members** 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 **University**, the **staff member** 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 **University** must advise the **staff member**. Similarly, the **staff member** must advise the **University** if they know there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the **University** 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 3 and Schedule 4 of the **Agreement**, a **staff member** will be able to request an individual remuneration package which may result in their salary being reduced in order to receive **University** provided non-cash benefits. The range of benefits available from salary packaging and the policies and procedures applying to salary packaging will be set out in the **University's Policies and Procedures**.
- 14.2 Notwithstanding anything contained within this clause, the **staff member's** salary rate as specified in Schedule 3 and Schedule 4 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 **staff member** 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** will have absolute discretion over what salary sacrifice arrangements it may make available. The **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 **University** subject to the **staff member** meeting the requirements for receipt of the allowance.

15.2 Language Allowance

- (a) Where the **staff member**, in addition to their normal duties, agrees to be appointed by the **University** to use their skills in a second language to assist members of the public who have low English proficiency:
- (i) the **staff member** must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and
 - (ii) the **staff member** will be paid an annual allowance payable in fortnightly instalments as follows:

| Level | Amount per Annum |
|--|------------------|
| Language aide accreditation | \$1,177 |
| Paraprofessional interpreter accreditation | \$1,620 |
| Interpreter accreditation or higher | \$2,208 |

- (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 **University** will pay the cost of the NAATI pre-testing workshop.
- (d) The **University** will also meet the cost of the NAATI test, up to two (2) times per individual per level of accreditation.
- (e) The **staff member** must apply annually for renewal of the allowance. The **University** will assess the **staff member's** application to determine whether the University still requires the **staff member** to perform interpreting duties.

16. Allowances – Reimbursement of Expenses

16.1 General Provisions

- (a) The **University** will reimburse the **staff member** their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties.
- (b) The **University** 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

- (a) Allowable expenses include: 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 subclause 16.3; and
- (c) expenses incurred in using private vehicles in accordance with subclause 16.4.

16.3 Private Mobile and Home Phone Use

- (a) A **staff member**, authorised to use their private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls under their plan.
- (b) The **staff member** must obtain the prior approval of the **University** before using their private mobile or home phone during the course of their employment.
- (c) Following use, the **staff member** must submit an itemised statement of the calls made and their cost.

16.4 Private Motor Vehicle Use

- (a) A **staff member**, authorised to use their private motor vehicle in the course of their employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the **staff member's** employment and authorised by the **University**.
- (b) The **staff member** must obtain the prior approval of the **University** before using their private motor vehicle during the course of their employment.
- (c) Following use, the **staff member** 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) A **staff member** must submit official receipts as soon as practical after the event as evidence of expenditure incurred, except where the **staff member** uses their own motor vehicles for work purposes in which case the **staff member** will submit a declaration in accordance with the **University's Policies and Procedures**.
- (b) A declaration from the **staff member** that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.
- (c) The **University** will pay the **staff member** moneys owing under this clause in a manner to be agreed between the **University** and **staff member** as soon as practicable, but not later than two (2) pay periods after the **staff member** submits a claim.
- (d) Upon request, the **University** will provide an advance for the expected costs associated with work related travel or any other exercise where a **staff member** is likely to incur work related expenses. As soon as practicable after the event, the **staff member** will provide the **University** with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the **University**.

17. Superannuation

The **University** will provide minimum employer contributions as required by applicable superannuation guarantee legislation to a **staff member's** nominated complying superannuation fund.

PART 5 — HOURS OF WORK AND RELATED MATTERS

18. Hours of Work

For administrative purposes only and in view of the fact that academic **staff members** 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, will be a 35 hour week to 31 December 2023 and 36.25 hours per week from the first full pay period on or after 1 January 2024.

19. Childcare

Where **staff members** are required by the **University** 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 **University**, the **staff member** will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the **staff member** must be provided to the **University** as soon as possible after the working of such overtime.

PART 6 — LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

20. Leave Provisions

PART F: LEAVE PROVISIONS of the **Agreement** applies.

21. Purchased Leave

21.1 Notwithstanding any other provision of the **Agreement**, a **staff member** may, with the agreement of the **University**, work between 44 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from a **staff member** and cannot be required as a precondition for employment.

21.2 Where the **University** and a **staff member** agree to a reduction in the number of working weeks under subclause 22.1:

(a) the **staff member** 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 **staff member** 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 **staff member** will remain unchanged.

21.3 As an alternative to entering into an arrangement under subclause 22.1, a **staff member** may request that one (1) or more weeks of their recreation leave entitlement each be converted to two (2) weeks' leave on half pay.

21.4 The **University** will endeavour to accommodate **staff member** requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other **staff members** are not unduly affected and that excessive overtime is not required to be performed by other **staff members** as a result of these arrangements.

21.5 A **staff member** may revert to ordinary 52 week employment by giving the **University** no less than four weeks' written notice. Where a **staff member** so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

22. Leave to Attend Rehabilitation Program

22.1 A **staff member**, other than a **casual staff member**, may be granted leave with or without pay to undertake an approved rehabilitation program where the **University** is satisfied that:

- (a) the **staff member's** work performance is adversely affected by the misuse of drugs or alcohol;
- (b) the **staff member** 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 their opinion the **staff member** is in need of assistance because of their misuse of alcohol or drugs and that the **staff member** is suitable for an approved rehabilitation program.

22.2 On production of proof of attendance at an approved rehabilitation program in accordance with subclause 22.1, a **staff member** may be granted leave as follows:

- (a) A **staff member** 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) A **staff member** 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.

23. Recognition of prior service for Long Service leave purposes

- (a) In subclause 23(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 subclause 23(c) the following will be recognised as service by the **University** 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 will 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 a **staff member** is eligible to take long service leave. A **staff member** will 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 **University** was caused by special circumstances; or
 - C. during any absence from duty on parental leave without pay; or
- (ii) except to the extent (if any) authorised by the **University**, during any other absence on leave without pay; or
 - (iii) during any absence from duty when the **staff member** 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 (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
 - (iv) from which the **staff member** was dismissed for disciplinary reasons; or
 - (v) which preceded the resignation of the **staff member** from the public service or the termination of the **staff member's** employment in the public service if on that resignation or termination the **staff member** received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to their entitlements under any Act or agreement.

PART 7 — TRANSFERS AND RELOCATIONS

24. Temporary Transfer Between Work Locations

24.1 Usual Place of Work

- (a) The **University** must determine a usual place of work for the **staff member**.
- (b) **Where the University wishes to reassign work to the staff member that will require a change to the work location, two (2) weeks' notice must be given or a lesser period if agreed between the University and the staff member.**
- (c) If a **staff member** believes that a proposed relocation would create demonstrable hardship, the **University** must consider any alternative proposal put by the **staff member**.

24.2 Excess Travelling Time

A **staff member** who is temporarily required to undertake duties at a location other than their usual place or places of work will have any period of additional travelling time regarded as time worked.

PART 8 — OCCUPATIONAL HEALTH AND SAFETY

25. Accident Make-up Pay

- 25.1 Where a **staff member** is absent from duty as a result of sustaining an injury in respect of which the **staff member** is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the **staff member** will, except where otherwise provided in subclause 25.2 below, be entitled to accident make-up pay equivalent to their normal salary less the amount of weekly compensation payments.
- 25.2 **Payment – Maximum Entitlement**
- (a) The **University** will continue to provide accident make-up pay to the **staff member** 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 **University** may grant the **staff member** leave without pay where an entitlement to accident make-up pay has ended.
- 25.3 **Journey to Work Insurance**
- The **University** will maintain the journey to work insurance arrangements.

26. Occupational Health and Safety training

- 26.1 A **staff member**, upon election as a Health and Safety Representative, will be granted up to five (5) 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 their choice that is approved by WorkSafe Victoria, having regard to course places and the **University's** operations. The **University** will meet any reasonable costs incurred. Leave under this subclause 26.1 must only be granted to a **staff member** on one occasion and is additional to any other leave granted under this clause.
- 26.2 Additional paid leave may be approved for Health and Safety Representatives to attend training approved by WorkSafe Victoria under the *Occupational Health and Safety Act 2004* (Vic), which is relevant to the functions of the Designated Work Group.

27. Facilities, Equipment and Accommodation – General

- 27.1 The **University** will provide **staff members** 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**.
- 27.2 The **University** will provide, in readily accessible locations, first aid equipment adequate for the nature of the **staff member's** duties.

SIGNATORIES —

Signed for and on behalf of

LA TROBE UNIVERSITY

Professor John Dewar AO
Vice-Chancellor and President
Kingsbury Drive
Bundoora VIC 3086

In the presence of _____

Full Name: _____

Date: _____ November 2023

Signed for and on behalf of

NATIONAL TERTIARY EDUCATION INDUSTRY UNION

Dr Damian Cahill
General Secretary
120 Clarendon Street
South Melbourne, VIC 3205

In the presence of _____

Full Name: _____

Date: _____ November 2023