

**ENTERPRISE
BARGAINING AGREEMENT**

2004 – 2008

La Trobe University

LA TROBE UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2004 – 2008

This Agreement shall be referred to as the La Trobe University Enterprise Bargaining Agreement 2004- 2008.

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PREAMBLE

The parties to this Agreement recognise the importance of supporting the Strategic Directions of the University and the importance of academic freedom as expressed in the University Code of Conduct.

PART 1 REMUNERATION

1. SALARY OFFER

- 1.1 Salary increases will be paid in five instalments. The first salary increase will be calculated using the July 2004 salary scales as set out in Schedule 2 of this Agreement. The salaries payable pursuant to this Agreement are set out in Schedule 2 of this Agreement and **the increases** are compounding.
- 1.2 Salary increases arising from this Agreement will only be paid to staff employed by the University at or after the date of certification of this Agreement and from the effective dates specified below for payment of these increases.
- a) The first salary instalment of 3% will be effective from 9th July 2005 subject to certification of this Agreement.
 - b) The second salary instalment of 4% will be effective from 7th January 2006.
 - c) The third salary instalment of 4% will be effective from 8th July 2006.
 - d) The fourth salary instalment of 3% will be effective from 7th July 2007.
 - e) The fifth salary instalment of 4% will be effective from 5 July 2008. This instalment is a minimum payment and may be adjusted upwards by the University if the Council is satisfied that the financial circumstances can warrant this adjustment. This payment shall be calculated by reference to the salary applying at the effective date of this instalment.
- 1.3 Should there be a negative assessment in relation to HEWRR compliance, the Enterprise Agreement Bargaining Group will negotiate any necessary changes to the agreement within 2 months of receiving the advice.

2. GENERAL STAFF SALARIES AND CLASSIFICATION

- 2.1 General staff employees shall be entitled to receive the rate of pay associated with the relevant HEO level set out in **Schedule 2** of this Agreement.
- 2.2 The classification review process is the mechanism for maintaining current classification information concerning positions within the University. The process enables employees and supervisors to describe a position and record changes that occur. This information is then assessed to determine if the classification has been correctly evaluated in light of skills and knowledge required for the position.

- 2.3 General staff members shall have a classification review where:
- a) a vacant position has changed to such an extent that the position warrants review; or
 - b) a request is made by the occupant or supervisor because changes have occurred in the position.
- 2.4 Staff in the Division of Human Resources will initially classify all new positions against the General Staff Classification Standards. Where an employee requests that the application for their reclassification be considered by a Classification Review Committee, the application will go to the Committee. Where the incumbent of a position is not satisfied with the classification decision they may lodge a request for a rehearing and/or an appeal. The enhanced descriptors set out in the HRM are based on the summary of the descriptors contained in **Schedule 1** and the enhanced descriptors in the HRM will be used to classify positions consistent with **Schedule 1**.
- 2.5 Where a Classification Review or Rehearing Committee is used it will comprise a minimum quorum of five trained general staff employees appointed from a pool of employees. Elected staff nominees on these Committees shall be selected in accordance with the provisions of Clause 39 of this Agreement. Consultation over the composition of these committees will occur with the Staff Consultative Committee to ensure an appropriate gender and professional balance is achieved.
- 2.6 A Classification Appeals Committee shall comprise one representative of the University, one elected staff nominee and an independent Chairperson selected in accordance with the provisions in Clause 39 of this Agreement.
- 2.7 The date of effect of a reclassification will reflect the date the position changed, and must be agreed between the Dean/Divisional Manager, the Supervisor and the employee. Backdating shall not be beyond twelve months and the HRM shall contain the policy detailing the operation of this provision and any exceptions.
- 2.8 Classification procedures, the process governing rehearing of classification matters, appeals, provision of information and timelines shall be set out in the HRM. Where changes are proposed to the classification policy and procedures the University will consult with the Staff Consultative Committee over the changes.

3. LINKING OF GENERAL STAFF CLASSIFICATIONS

- 3.1 Classifications that may be linked under this Clause are congruent in terms of natural progression of the skills and abilities expressed in the descriptors and are therefore considered appropriate for career progression. Classifications that may be linked are:
- Levels 1 and 2
 - Levels 3 and 4
 - Levels 5 and 6
 - Levels 7 and 8
 - Levels 9 and 10
- 3.2 The criteria for progression from Level 1 to Level 2 are:
- Employees are assessed as having the skills, achieved either through training or experience, or a combination of both, to warrant such progression; and
 - Employees perform duties which require the skill levels of employees employed at Level 2.
- 3.3 The criteria for progression from Level 3 to Level 4, from Level 5 to Level 6, from Level 7 to Level 8 and from Level 9 to Level 10 are:
- (a) a requirement by the Faculty, School or Administrative Unit to perform, or demonstration by the applicant of having performed in the current position, a range of duties which require the skill levels at the higher level (e.g., multi-skilling); and
 - (b) the acquisition and satisfactory utilisation of new and/or enhanced skills and qualification requirements relevant to the higher level and which are required by the University. The supervisor and employee shall agree on a linking plan which shall include a written record of any training and qualifications to be completed prior to the employee being able to progress to the higher linked level; and

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(c) meeting established performance objectives as determined between the employee and the supervisor.

3.4 Goals and objectives set out pursuant to sub-Clauses 3.3(b) and (c) above shall be consistent so as to ensure integration between the linking development plan and the staff appraisal scheme.

3.5 The HRM shall detail the procedures for linking positions including who has the authority to approve progression to a higher linked grade or otherwise remain as the same level.

4. APPRENTICES AND JUNIORS (General Staff Employee Classifications)

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

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

4.2 Junior employees employed within HEO Levels 1 or 2 of the salary structure set out in **Schedule 2** of this Agreement will be paid a percentage of the relevant base salary in accordance with the following scale:

- | | | | |
|----------------|-----|---------|-----|
| - 16 and under | 60% | - at 17 | 65% |
| - at 18 | 70% | - at 19 | 80% |
| - at 20 | 90% | | |

4.3 Trainees employed at La Trobe University will be paid in accordance with the rates set out in **Schedule 2** of this Agreement.

5. SALARIES– ACADEMIC STAFF EMPLOYEES

5.1 **Schedule 2** of this Agreement sets out the salary rates for each of the academic levels from A to E.

5.2 **Schedule 6** contains the Minimum Standards for Academic Levels (MSALs) A to E and are indicative of the functions academic staff employees perform.

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

5.4 An academic 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 academic is appointed or promoted. In addition, an academic staff member may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

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

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

6. SALARY PACKAGING

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

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- 6.2 Notwithstanding anything contained within this Clause, the employee's salary rate as specified in Schedule 2 of this 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; and
 - (d) calculation of overtime and shift payments.
- 6.3 Effective salary sacrifice arrangements require the employee to request the University to provide a benefit *in lieu* of part of cash salary, but the University has absolute discretion in deciding whether to accede to or reject the request. The University shall have absolute discretion over what salary sacrifice arrangements it may make available. La Trobe University will have the right to vary or withdraw these arrangements if laws change or Superannuation Trust Deeds change or for any other reason whatsoever.

7. SUPERANNUATION

- 7.1 The University shall maintain existing superannuation arrangements, including employer contribution levels and eligibility and membership requirements. Contributions will therefore continue to be made to UniSuper for existing employees who belong to UniSuper and for all eligible new employees, provided that the University reserves the right to enable employees who wish to reduce their contributions to do so in accordance with changes to the Trust Deed and Deed of Covenant.
- 7.2 This Clause shall not affect the payment of contributions to other superannuation funds in respect of existing employee who are members of such funds.

PART 2 CONTINUOUS PERFORMANCE MANAGEMENT AND IMPROVEMENT

8 WORKLOADS

- 8.1 Faculties and the Central Administration of the University have a responsibility for monitoring workload trends and developing and implementing strategies to address emerging workload trends, in accordance with policies and procedures set out in the HRM. The Faculties and Central Administration shall report annually on strategies implemented within their respective areas to address workload trends or problems and they shall report on workload problems that they have been unable to resolve.

8.2 Academic Staff Workloads

- a) Academic staff are employed to carry out academic work as provided in the MSALs.
- b) Faculty *Workload Allocation Standards and Guidelines* will include notional contact hours for academic staff, and will reflect the requirements of disciplines and endeavour to achieve equitable and manageable workloads across the Faculty. Faculties and/or Schools can vary the workload allocations according to formulae published in the guidelines. Consultations with academic employees will occur over major variations to the guidelines.
- c) Program Co-ordinators shall allocate workload using a transparent, efficient, and consultative process, and in a manner consistent with an academic's classification and time fraction. Consultation on workloads will provide academic staff with opportunities to participate, develop, and balance their expertise across relevant areas of academic work.
- d) Academics will normally be given 3 weeks notice of their workload allocation for the semester, and where they are required to teach a unit for the first time will be given a minimum of 4 weeks and normally 8 weeks before the unit commences.
- e) Where appropriate the allocation of workloads shall take into account:
 - (i) the number of students in, and the level of, a unit or course;
 - (ii) contact hours, consultations with students, postgraduate supervision, field work, practicum and clinical duties, and on-line delivery;
 - (iii) assessment duties;

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- (iv) administration duties, and the development and co-ordination of units and courses;
- (v) research, scholarship, and community and professional service;
- (vi) involvement in University consultancies and teaching overseas;
- (vii) travel to places of work other than the employee's main campus;
- (viii) requirements to meet specific objectives to achieve tenure, and expectations of higher degree study.

- f) In order to promote and assist junior academic employees, Heads of Schools shall allocate teaching duties for employees in a probationary period allowing these employees sufficient time to develop a research and/or professional profile to meet their probation goals.
- g) A workload grievance shall be referred for resolution to a Faculty Committee comprising the Head of School or a Professor of the discipline, a nominee of the Dean familiar with the discipline, and 2 academic staff elected by the academic staff in the discipline area.
- h) The University will take such steps as are reasonable and practicable in the circumstances to achieve its target for student/staff ratios as set out in its Strategic Plan 2004 - 2008.

8.3 General Staff Workloads

- a) Supervisors will allocate general staff workloads in consultation with the Head of School or the Head of the Administrative Division, according to their position descriptions and their time fraction.
- b) General staff workloads will be allocated using a consultative and efficient process based on the principles of fairness and equity, and general staff will be able to express or raise issues of concern regarding their workload allocation during this process. There will be a variety of tasks within the context of the position description, consistent with the classification, of the general staff member and the priorities of the particular School or Administrative Division. The allocation of work should also take into account the developmental needs of the staff member and the career aspirations of the staff member provided that such aspirations are reasonable and are in line with the function of the position and University needs.
- c) Where a grievance over a workload cannot be resolved between a staff member and their supervisor, assistance may be sought from the office of the Director (Human Resources) who will attempt to resolve the matter directly with the staff member, and where they choose, their representative.
- d) A workload grievance that has not been resolved shall be referred for resolution to a Workload Grievance Committee comprising; a nominee of the Director (Human Resources); a nominee of the Dean or Head of Division familiar with the work of the general staff member; and 2 general staff elected by the general staff in the relevant faculty or administrative division.

9 APPRAISAL

9.1 Performance Appraisal Principles

- a) The University will continue to use the performance appraisal schemes as one mechanism for individuals to contribute to organisational productivity and performance. The performance appraisal schemes shall be set out in the HRM, and changes to the schemes may be made after consultation with the Staff Consultative Committee. Performance appraisal is designed to provide a process for the continued development of members of staff, to acknowledge and reward high standards of achievement and provide one mechanism to prevent or address problems of under performance.
- b) The appraisal schemes shall not apply to employees currently within a probationary period or on extended periods of leave. The time served in these categories will be counted toward incremental progression in the relevant incremental cycle. Any problems associated with the performance of a staff member during a probation period shall be addressed using the probation procedures.
- c) Annual participation in a performance appraisal scheme and satisfactory performance will be a prerequisite for incremental progression for those who are not already at the top of the salary incremental range. If an employee is assessed in accordance with the relevant performance appraisal scheme as not performing their role to a satisfactory standard, then payment of an increment may be withheld or postponed. Where the staff member has been assessed as performing their duties to a satisfactory standard, one increment will be awarded until the person attains the top of their incremental range. Deans

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and Divisional Managers may authorise high performance to be rewarded through the provision of monetary or other rewards in accordance with University policy, as detailed in the HRM, including the granting of 2 or 3 increments for those staff who are not at the top of their incremental range.

- d) For an increment to be withheld a staff member will be given an early indication that responsibilities and agreed objectives are not being met and advised that, if performance does not improve, an increment may be withheld at the end of a review cycle. The mid-cycle reviews provide an avenue to advise the staff member if there are problems, and follow up meetings provide an opportunity for the problems to be addressed. In assessing performance, consideration will be given to whether the workload of the staff member is fair and reasonable, whether staff development opportunities were provided, and any enabling or mitigating circumstances. These procedures are aimed at providing an opportunity to correct a problem. This Clause shall not prevent the operation of Clause 13 of this Agreement.
- e) Supervisors will receive training to assist them to carry out their responsibilities for appraising staff, and supervisors are expected to attend the training.

9.2 Academic Staff Appraisal

- a) Where an academic staff member has serious difficulties or concerns they may request an alternative supervisor to undertake their appraisal and an alternative supervisor may be appointed in accordance with the processes set out in the HRM. In no circumstances as part of the review process shall a supervisor record a negative opinion on the worth, as opposed to the conduct or methodology, of any line of research. The relevant MSAL shall supply the benchmark for determining satisfactory performance.
- b) During a formal academic staff appraisal meeting the staff member and the supervisor will discuss and reach agreement on reasonable objectives for the next review cycle. These objectives shall pertain to the staff member's position description consistent with the MSALs, and identify resources and assistance available within the School or the University to achieve these objectives.
- c) A dispute between an academic and their supervisor regarding the appraisal process shall be initially referred to the Dean and, if it cannot be resolved at that level, to the University Ombudsman. An appeal over the withholding of an increment will be dealt with through the University Ombudsman supervisory review process.

9.3 General Staff Appraisal

- a) Supervisors shall meet with their staff members to agree on goals and objectives, consistent with their position description and classification standard, to be achieved during the ensuing 12 months incremental cycle.
- b) In the case of a general staff member who has been approved for participation in a linking plan under Clause 6, and has satisfactorily met the goals of the linking plan, the staff member is to be classified at the higher linked grade.
- c) Where a recommendation to withhold an increment is made, the staff member will be given the opportunity to correct the problem within a reasonable timeframe set out within the HRM, so that an increment may be paid and backdated to the increment due date if the problems are corrected.
- d) Disputes arising between a staff member and a supervisor regarding the process of this scheme shall in the first instance, be referred to the Dean of the relevant Faculty or to the Divisional Manager where applicable. The Dean or Divisional Manager shall attempt to resolve the dispute using the grievance procedures set out in the HRM.
- e) A general staff member who has been denied an increment or progression to a higher linked grade may lodge an appeal with the Director (Human Resources). An Appeal Committee comprising one elected staff nominee selected in accordance with the provision in Clause 39 of this Agreement, and a nominee of the Director (Human Resources) will consider the appeal. Where agreed between the two members of the Appeal Committee, an independent Chairperson selected in accordance with the procedure set out in Clause 39 of this Agreement may Chair the Appeal.

10. QUALITY ASSURANCE: ON LINE LEARNING & STUDENT EVALUATION OF TEACHING

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- 10.1 Academic staff will assist in ensuring the University maintains processes to obtain feedback from students about the quality of teaching in courses and units. Academic staff shall on request from their Supervisor, Head of School or Dean, assist in the collection of data on student evaluation of teaching and quality assurance of courses and units and provide such data to the Head of School and Dean. The relevant School or Department will construct a properly validated instrument for measuring student feedback.
- 10.2. It is recognised that student feedback is one component of quality assurance. The Head of School and academic staff within the school will take student feedback into account in designing improvements to courses and units to be offered by the University.
- 10.3. Student evaluation of teaching is relevant to academic employees' analyses of their own performances and to any performance-related discussions with a Supervisor or any other senior employee in the context of appraisal or probation schemes. However, student evaluation will not be the sole measure of teaching performance.
- 10.4 The University will provide adequate support to develop on line teaching and learning materials and the question of provision of adequate support shall be addressed in accord with the workload allocation principles and processes applying within each Faculty. As far as is possible or known employees who prepare on line teaching and learning material will be informed of the locations at which the program is intended to be delivered and the names of any commercial partners. The University policy on intellectual property shall apply to on line teaching and learning materials developed within the University.

11. PROBATION PROCEDURES

- 11.1 The University may engage employees on a probationary basis, in accordance with the Workplace Relations Act, Regulations and as set out in the HRM. The University, after consultation with the Staff Consultative Committee, may make changes to the probationary procedures set out in the HRM.
- 11.2 Full-time, part-time and fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 11.3 Probation will not usually apply to a second or subsequent fixed term contract where duties are similar to the original position.

12. TRANSFERABILITY OF SERVICE – OUTSIDE STUDIES PROGRAM (OSP)

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

13. MANAGING UNDER PERFORMANCE AND MISCONDUCT/SERIOUS MISCONDUCT

- 13.1 Disciplinary action may only be taken in accordance with this Clause and only by the Vice-Chancellor or nominee. Nothing in this Clause shall prevent the use, as far as is necessary, of additional administrative actions with respect to misconduct or unsatisfactory performance.
- 13.2 Nothing in this Clause prevents the denial of an increment as set out in Clause 9 of this Agreement.
- 13.3 Whilst these procedures are being utilised, the provisions of Clause 42 Resolving Workplace Disputes cannot be used.
- 13.4 For the purpose of interpreting this Clause,
- 13.4.1 "Disciplinary action" means: formal censure or counselling in conjunction with a written warning; withholding of an increment; demotion by one or more classifications or increments; transfer to another position with pay appropriate to that position; suspension with or without pay; and termination of employment.

- 13.4.2 “Termination of employment” means termination at the initiative of the University.
- 13.4.3 “Serious Misconduct” means
- (a) serious misbehaviour of a kind that constitutes a serious impediment to the employee, or the employee’s colleagues, carrying out their duties.
 - (b) serious dereliction of the duties required of the employee in her or his position and/or
 - (c) conviction by a court for an offence that constitutes a serious impediment of the kind referred to in (a) above.
- 13.4.4 “Misconduct” means conduct that is not serious misconduct but is nevertheless unsatisfactory
- 13.5 All actions of the Vice-Chancellor under sub-Clause 13.6 and 13.7 shall be final except that nothing in this Clause shall, other than the provisions of 13.7.8, be construed as excluding the jurisdiction of any external court or tribunal.
- 13.6 Disciplinary Procedures for Unsatisfactory Performance**
- 13.6.1 A supervisor who believes that performance is unsatisfactory shall first counsel the employee on: the nature of the improvement required; the time within which reasonable improvement is expected; the fact that counselling is pursuant to these procedures; and the possible consequences of continued unsatisfactory performance. A record of the counsel will be kept and a copy supplied to the employee. If the supervisor believes it to be appropriate, he or she shall direct the employee to undertake a course of professional development or other appropriate programs or issue other appropriate directions designed to improve performance. A supervisor who believes that counselling has not produced the desired improvements in performance shall advise the employee in writing.
- 13.6.2 Should, after the further period of review, the Dean or Divisional Manager and Supervisor believe the desired improvements in performance have not eventuated, the former shall advise the employee of the intention to submit a formal report of unsatisfactory performance to the Vice-Chancellor. At the request of the employee, the Dean or Divisional Manager shall first consult with colleagues in the unit before submitting the report. The report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem, and a copy shall be given to the employee. The employee shall have 10 working days from the receipt of the report to submit a written response to the Vice-Chancellor before the latter takes any action.
- 13.6.3 The Vice-Chancellor shall satisfy herself or himself that: appropriate steps were taken to bring the unsatisfactory performance problem to the employee’s attention; an adequate opportunity to respond was given to the latter; any response was taken into account; the employee was given a reasonable opportunity to remedy the problem; and the Dean or Divisional Manager consulted appropriately with the employee’s colleagues. The Vice-Chancellor may then decide to take no further action, to refer the matter back to the Supervisor or to the Dean or Divisional Manager to ensure that the preceding steps referred to in sub-Clause 13.6 are complied with in substance and in a manner appropriate to the circumstances, or to take disciplinary action as defined in 13.4.1. The Vice-Chancellor shall advise the employee in writing of his or her decision, which shall take effect no earlier than 5 working days after the date of the advice. If within that period the Vice-Chancellor receives a written request from the employee for a review of the decision, the matter shall be referred to an Unsatisfactory Performance Review Committee (UPRC).
- 13.6.4 The UPRC shall make findings of fact in relation to the allegations about the employee’s performance and on whether the procedures set out earlier in sub-Clause 13.6 were followed and set out its findings in a report to be provided to the employee and the Vice-Chancellor shall make a decision and advise the employee in writing.
- 13.6.5 Nothing in this sub-Clause prevents the Vice-Chancellor referring a question of possible unsatisfactory performance to a Supervisor.
- 13.7 Disciplinary Procedures for Misconduct/Serious Misconduct**
- 13.7.1 Allegations of misconduct/serious misconduct shall be considered by the Vice-Chancellor who, if he or she believes further investigation is warranted, shall notify the employee in writing and in sufficient detail to enable the employee to properly consider and respond to them. The employee shall submit a response within 10 working days.

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- 13.7.2 At the time of notifying the employee the Vice-Chancellor may suspend the employee on full pay or, if he or she believes the alleged conduct is of a kind envisaged under section 170CM(I) of the Workplace Relations Act 1996 such that it would be unreasonable to continue employment during a notice period, without pay. An employee may be excluded from the University during the period of suspension, provided that reasonable access is permitted for the preparation of his/her case and to collect personal property. An employee suspended without pay may draw on recreation or long service leave credits, engage in paid employment except that which is connected to University activities or represents a conflict of interest with the University, or request the Vice-Chancellor to resume payment of salary on the grounds of hardship. Should the allegations be referred to a Misconduct Investigation Committee (MIC), the Committee shall have the power to recommend to the Vice-Chancellor the revocation of suspension without pay from the date of effect, and shall consider whether to do so at its first meeting.
- 13.7.3 Should the employee deny the allegations and the Vice-Chancellor conclude there was no misconduct or serious misconduct, the latter shall so advise the employee in writing and may, by agreement, publish the advice in an appropriate manner. Should the employee admit the allegations in full and the Vice-Chancellor conclude that misconduct or serious misconduct has occurred, the Vice-Chancellor shall advise the employee of her or his decision and the operative date of disciplinary action. Should the employee deny the allegations in whole or in part or fail to respond to them, the Vice-Chancellor shall refer the matter to an MIC, unless he or she decides to take no further action, or to only counsel or censure the employee for unsatisfactory behaviour.
- 13.7.4 The terms of reference of a MIC are to make findings of fact for the Vice-Chancellor relating to the alleged misconduct or serious misconduct, including any mitigating circumstances. It shall investigate and report on the allegations notwithstanding an employee's failure, without reasonable cause, to appear before it, or the employee's decision to only make a written submission to the MIC. The composition and proceedings of the MIC shall be in accordance with Clause 13.8 below.
- 13.7.5 Where an employee who has received a written warning following a report from an MIC, or as a result of having admitted in full allegation(s) made on a previous occasion pursuant to sub-Clause 13.7.3 above, is alleged not to have complied with the warning and to have engaged in further acts of misconduct about which the employee has been warned, the Vice-Chancellor, prior to making a decision on the matter shall:
- (i) investigate the alleged further acts of misconduct and in doing so interview other people, obtain information or request written reports to enable the Vice-Chancellor to establish the relevant facts;
 - (ii) notify the employee in writing of the alleged misconduct to enable the staff member to understand the precise nature of the alleged further acts of misconduct;
 - (iii) provide an opportunity for the employee to respond in writing and where the employee chooses, to be interviewed in the presence of his or her chosen representative;
 - (iv) take into consideration any mitigating circumstances.
- 13.7.6 On receiving the MIC report and after considering its findings, the Vice-Chancellor shall either advise the employee in writing that there was no misconduct or serious misconduct or take disciplinary action as defined in sub-Clause 13.4.1 on the grounds that misconduct or serious misconduct occurred, provided that the penalty of termination of employment shall only apply in the case of serious misconduct as defined. Such termination may be without notice. An employee who had been suspended without pay and is advised that there was no misconduct or serious misconduct shall be reimbursed for lost salary. The Vice-Chancellor shall have final decision making powers.
- 13.7.7 This sub-Clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an employee or a former employee when required in the public interest, e.g., inquiring into the truth of research results or in the interests of the University.
- 13.7.8 As an alternative to the above, a general staff employee may choose to have the Vice-Chancellor hear and determine a disciplinary matter in camera. The general staff employee where he or she chooses is entitled to a Representative of their choice in the hearing. A decision made by the Vice-Chancellor shall be final.
- 13.8 Review and Investigation Committees**
- 13.8.1 A MIC or an UPRC shall comprise a nominee of the Vice-Chancellor, a staff nominee and an independent Chairperson both selected in accordance the procedures set out in Clause 39 of this Agreement.

13.8.2 Each Committee shall apply the principles of natural justice and procedural fairness and shall apply the procedures as expeditiously as possible and the HRM shall establish nominal timeframes for finalising Committee procedures. The HRM shall prescribe the procedures for each committee which shall include rights of chosen representation, the right of the University and the employee to examine and challenge evidence including by interviewing witnesses, and the recording of proceedings.

13.9 Merging of Procedures

In any matter arising under this Clause, other than sub-Clause 13.7.8 above, where the Vice-Chancellor forms the view that there is an overlap between unsatisfactory performance matters and misconduct/serious misconduct matters, he/she may direct that the Review Procedures and the Investigation Procedures be merged to avoid the need for two separate committees to review or investigate the matters. The merged committee shall determine how best to apply the merged procedures.

14. REDEPLOYMENT

14.1 Where the need arises the University may redeploy employees, consistent with the staff member's classification and duties, as a means of resolving difficulties which may arise in the course of a staff member's employment or to avoid compulsory retrenchment pursuant to the Redundancy Procedures in this Agreement.

14.2 Employees who are redeployed will be provided with reasonable training that enables them to perform the duties of the new position, and that complements their existing qualifications, skills and experience

14.3 Where redeployment is to resolve workplace difficulties, such redeployment shall be with the agreement of the staff member concerned. Agreement by the staff member shall not unreasonably be withheld. Employees where they choose shall be entitled to the assistance of a Representative of their choice throughout the stages of the redeployment process.

14.4 Where redeployment occurs outside the Redundancy Procedures of this Agreement, the principles outlined in this Clause and in the HRM shall govern any process developed to facilitate the redeployment of staff.

14.5 The University may override normal selection and appointment procedures so that redeployment to a suitable vacant position can occur.

14.6 A staff member who is redeployed pursuant to this Clause shall have salary and entitlements maintained where possible. If redeployment is to a lower classified position, salary maintenance will apply except where the staff member agrees to take the position at the salary rate of the lower classification.

PART 3 FLEXIBILITY IN CONDITIONS OF EMPLOYMENT

15. MODES OF EMPLOYMENT

15.1 Engagement of Employees

15.1.1 The categories of employment available to the University for the engagement of staff shall include:

- (i) a continuing appointment;
- (ii) a fixed – term appointment;
- (iii) a casual appointment.
- (iv) an appointment pursuant to Clause 17 of this Agreement.

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

15.1.3 Upon engagement the University shall provide the employee with an instrument of employment that stipulates the type of employment, the main conditions of employment or the source of the same, the employee's duties and reporting relationships, the length and terms of any applicable period of probation, the hours or fraction of full-time hours to be worked by a continuing or fixed-term employee, the circumstances for the use of a fixed-term appointment, and in the case of a casual the duties and number

of hours required, the rate of pay for each class of duty, and a statement that any additional duties will be paid for.

15.2 Conversion of Fixed Term Employees

15.2.1 A fixed-term employee who has completed 12 months service may apply for conversion to continuing employment on the same salary and classification. The University may refuse conversion on reasonable grounds, which may include but are not limited to the following:

- (i) The employee is a La Trobe student and was a La Trobe student at the time of engagement on a fixed-term basis;
- (ii) The employee's initial fixed-term appointment was not advertised externally;
- (iii) The employee elected to change from continuing employment to a pre-retirement contract, or to perform work post retirement as part of a retirement incentive scheme;
- (iv) The fixed-term employment is for a specific task or project;
- (v) The fixed-term appointment is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocational or professional education for recent practical or commercial experience;
- (vi) Proceedings under Clause 13 (Managing Underperformance & Misconduct/Serious Misconduct) have commenced against the employee or disciplinary action has been taken;
- (vii) The employee is an apprentice;
- (viii) The fixed-term appointment is to perform work identifiably funded by a special external grant;
- (ix) The fixed-term appointment is for research only work consistent with (iv) and (viii) above.

15.3 Notice and Renewal

15.3.1 Fixed-term employees who are performing research-only functions, employed for a specific task or project, performing work funded by a special external grant, or who are entitled to severance under 15.4 below shall be given three months written notice of the University's intention to renew or not to renew employment upon expiry of the contract, provided that one months notice shall be given where the contract is for 6 months or less.

15.3.2 Breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.

15.4 Retrenchment Benefit Payment

15.4.1 An employee engaged on a fixed-term basis for a period of three consecutive years or more to carry out work of a continuing nature and who seeks to have their employment renewed shall be entitled, at the conclusion of a contract, to receive 18 weeks retrenchment pay in the event that the position is discontinued, or another person is employed in the position for reasons other than the initiation of disciplinary action against the employee. This benefit shall not be available to employees who are entitled to retrenchment pay in accordance with 15.4.2 in this Clause. An employee employed on a fixed term contract of the kind described in Clause 15.2.1 (i), (iii), (v), (vii) shall not receive retrenchment pay.

15.4.2 A fixed-term employee engaged to do work connected with the circumstances in 15.2.1 (iv), (viii) and (ix), who seeks to have their employment renewed but the employment is not renewed because:

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

shall be entitled to a retrenchment benefit payment in accordance with the following scale:

Retrenchment	Pay
Up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	6 weeks
3 years and up to the completion of 4 years	7 weeks
4 years and over	8 weeks

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15.4.3 An employee who would otherwise be entitled to a retrenchment payment pursuant to sub-Clause 15.4.1 but does not qualify for that payment due to service being less than three consecutive years shall receive:

- (a) 4 weeks retrenchment pay where the employee was engaged on a fixed-term basis for a minimum of 12 consecutive months and but less than 2 consecutive years; or
- (b) 6 weeks retrenchment pay where the employee was engaged on a fixed-term basis for a minimum of 2 consecutive years but less than 3 consecutive years.

15.4.4 Retrenchment payments may be deferred for a maximum of 4 weeks from the expiry of the contract where the University advises an employee that further employment consistent with this Clause may be offered within 6 weeks of the expiry of the contract.

16. PART-TIME AND FRACTIONAL EMPLOYMENT

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

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

17. CASUAL EMPLOYMENT – GENERAL STAFF EMPLOYEES

17.1 A casual general staff employee shall be paid (per hour) for all work performed at an hourly rate derived from the weekly rate for a full-time employee in the same classification. A 37.5 hour week shall be used as the basis for deriving an ordinary hourly rate to which shall be added a 23.5% casual loading. **Schedule 2** of this Agreement sets out the casual hourly rates applicable to casual general staff employees.

17.2 Conversion from casual to non-casual employment

17.2.1 Eligibility for conversion

- (a) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
 - (i) over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equated to at least 50 % of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - (ii) over the immediately preceding period of at least 24 months.
- (b) For the purposes of this Clause occasional and short-term work performed by the employee in another classification, job or department shall not:
 - (i) affect the employee's eligibility for conversion;
 - (ii) be included in determining whether the employee meets or does not meet the eligibility requirements.
- (c) An employee must not be engaged and re engaged nor have their hours reduced in order to avoid any obligation under this Clause. This shall not prevent the University from tailoring its arrangements to suit its needs and the needs of its employees.

17.2.2 Application for Conversion

- (a) The University may refuse an application on reasonable grounds including, but not limited to, the following:
 - (i) the employee is a student, or has recently been a student, other than where her/his status as a

- student is irrelevant to his/her engagement and the work required;
- (ii) the employee is a genuine retiree;
 - (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
 - (iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
 - (v) the employee does not meet the essential requirements of the position; or
 - (vi) the work is *ad hoc*, intermittent, unpredictable or involves hours that are irregular.

17.2.3 Offer of non-casual employment

- (a) The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.
- (b) Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with University policy. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the employee's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under this Agreement.
- (c) Conversion may be, but is not required to be, to seasonal, part-year or annualised hours employment. Conversion of a casual employee to seasonal, part-year or annualised hours employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement between the University and the employee.
- (d) Employees converted under this Clause will not have their casual service count as service for the purpose of calculating any other existing entitlements unless the provisions of Clause 34 (Leave to Count as Service) of this Agreement apply.

17.2.4 Further Applications

- (a) An employee whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:
 - (i) that rejection is solely based upon the ground set out in sub-Clause 17.2.2(a)(iii); and
 - (ii) that ground ceased to apply.

17.3 Flexible Employment

17.3.1 Application

The terms and conditions in this sub-Clause 17.3. apply to employees converted from casual employment to "Seasonal", "Part-Year" or "Annualised Hours" employment in accordance with sub-Clause 17.2.3(c) above.

17.3.2 "Seasonal" or "part-year" employees

(a) Definitions

- (i) "Seasonal" or "part-year" employees are employees appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the employer consistent with sub-Clause 17.2.3(b) above, or as subsequently varied by agreement with the seasonal or part-year employee.
- (ii) During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

(b) Accrual of pay

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

(c) **Leave Entitlements**

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

(d) **Public Holidays**

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

(e) **Termination of Employment**

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

17.3.3 **"Annualised hours" employees**

(a) **Definitions**

An "annualised hours employee" is an employee engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the employer, consistent with sub-Clause 17.2.3(b) above, or as subsequently varied by agreement with the annualised hours employee.

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

(b) **Accrual of Pay**

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

(c) **Leave Entitlements**

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

(d) **Public Holidays**

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

(e) **Overtime**

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

(f) **Additional Hours**

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

(g) Alteration of Annual Hours

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

(h) Termination of Employment

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

- (i) if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the employer as at the date of termination. The employer may off-set any such amounts against any entitlements owing to the employee; and
- (ii) if an employee has performed work for which he/she has not yet received pay by the employer, the employer will pay to the employee such amount as at the date of termination.

17.4 Minimum Engagement

17.4.1 The minimum period of engagement for a casual general staff employee will be as follows:

- (a) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of one hour. Without limiting the scope of this sub-Clause 17.4.1(a), for the purpose of this sub-Clause 17.4.1(a), a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution.
- (b) Persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one hour.
- (c) All other casual employees shall have a minimum period of engagement of two and one half hours however this does not prevent the employee requesting and the University agreeing not to apply the minimum engagement.

17.5 Overtime for Casual General Staff Employees

Overtime is only payable to casual general staff employees in respect of work in excess of 20 % of the ordinary weekly hours of an equivalent full time employee, on one day. In respect of such excess, the employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time employee, or the casual loading, but not both.

18. CASUAL EMPLOYMENT – ACADEMIC STAFF EMPLOYEES

Casual academic employees will be entitled to receive the salary rates applicable to the casual employment classifications, as defined in Schedule 2 of this Agreement, and a 37.5 hour week shall be used as the basis for calculating the ordinary hourly rate for casual academic employment.

19. HOURS OF WORK – GENERAL STAFF EMPLOYEES

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

- 35 hours within a cycle not exceeding 7 days
- 70 hours within a cycle not exceeding 14 days
- 105 hours within a cycle not exceeding 21 days

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- 140 hours within a cycle not exceeding 28 days

19.2 The ordinary hours of work shall be worked on any or all of the days Monday to Friday continuously, except for meal breaks, between the hours of 7.30 a.m. to 7.30 p.m.

19.3 By mutual agreement in writing between the University and the employee, the ordinary hours of work of the employee may fall outside the spread of hours in sub-Clause 19.2 above in which case the provisions of Clause 23 relating to overtime do not apply.

20. REST BREAKS

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

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

21. WORKPLACE FLEXIBILITY

21.1 The intent of this Clause is to provide greater scope for the University and its employees to address flexible workplace needs in recognition that an important trend in employment is for workplace and organisational flexibility and to enable greater balance between work and family commitments.

21.2 Individual employees and where they choose a Representative of their choice may approach the University to make an agreement with the University to structure working hours and leave arrangements in a manner which suits the needs of the employee and the organisational unit. Variations which may be made pursuant to this Clause include:

- structuring a pattern of working hours to enable employees to work on a fractional basis for a portion of a year receiving salary payments averaged across the whole year;
- working a 48/52 arrangement or alternative set of arrangements;
- being able to work a pattern of hours which may fluctuate on a weekly basis, but have a reconciliation of leave entitlements once a year or twice a year;
- development of an exchange agreement with an employee from an overseas University, in order to ensure no disadvantage to the employee as a consequence of the exchange;

21.3 The University through this Agreement shall give consideration to proposals by employees to make a change pursuant to this Clause and the criteria for University assessment of these proposal shall be set out in the HRM.

22. SHIFT WORK – GENERAL STAFF EMPLOYEES

22.1 Shift work is performed when an employee is instructed by the University to start or finish his/her ordinary hours of duty other than on overtime outside the spread of hours defined in sub-Clause 19.1 and 19.2 above. Employees shall be given seven (7) days notice including five (5) working days of the requirement to work or cease working shifts or to change times of starting or finishing work.

22.2 Provisions relating to shift work for cleaning staff at all campuses of the University are set out in **Schedule 3** of this Agreement. Shift arrangements relating to Boiler Attendants and the Library shall be set out in the HRM.

23. OVERTIME – GENERAL STAFF EMPLOYEES

23.1 Where an employee is required to work reasonable overtime they shall receive reasonable notice and the supervisor shall attempt to accommodate the employee's obligations when making arrangements for employees to carry out overtime. An employee may, by agreement, receive time off *in lieu* of payment for overtime worked, calculated at one and a half times the actual hours worked. Employees classified at HEO 7 or above shall not be eligible for overtime payment but shall be granted time off *in lieu*, calculated at one and a half times the actual overtime hours worked

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- 23.2 There will be a three (3) hour minimum payment for eligible employees who work outside the total number of ordinary hours permitted within a work cycle, and/or who work outside the normal span of hours. Overtime calculations will not include shift work allowances or casual loadings but shall include higher duties allowances. Overtime rates shall be calculated as follows: Week days – time and a half for the first three hours and double time thereafter; Saturdays – time and a half up to 12 noon (or the first three hours whichever occurs first) and double time thereafter; Sundays and University Holidays - double time.
- 23.3 An employee shall have a minimum rest period of 10 consecutive hours between periods of duty, without any loss of pay should a rest period occur during scheduled ordinary duties. If the employee is required to return to work before the rest period is complete they shall be paid at the ordinary rate plus 100%. Reasonable travel time shall be provided in addition to the 10 hour rest period.
- 23.4 Overtime provisions relating to staff employed as Boiler Attendants in the La Trobe University Co Generation Plant are set out in Schedule 3 of this Agreement and shall apply instead of this Clause unless those arrangements are silent on a particular matter.
- 23.5 An employee will be paid an overtime meal allowance, which is set out in the HRM, for working two hours or more beyond the ordinary hours of work on a weekday, or five hours or more beyond the ordinary hours of work on a weekend. Employees who are eligible to receive overtime payments will be reimbursed for any additional travel costs. Employees who are not eligible to receive overtime payments will be reimbursed for all of their travel costs.
- 23.6 **Standby and Call Out**
- 23.6.1 Standby shall mean a period of consecutive hours, outside an employee's normal hours of work, during which the employee is available and in a fit and ready state to return to work, where required. Staff will receive a minimum period of twenty-four (24) hours notice if they are required to be on standby. Employees who are given written approval by their supervisor to be on standby to attend work will be entitled to receive a standby allowance of 20% of their current hourly rate for each hour they are required to be on standby.
- 23.6.2 General staff employees on standby who are called in to work outside their normal hours of duty will receive their normal hourly rate of pay, including reasonable travel time. Staff who are recalled to duty will be paid for a minimum of three (3) hours, which will include travel time. Faculties or administrative areas may vary these arrangements by providing time off *in lieu*. Such arrangements must be supported by a written agreement between the manager and the employee.

24. PUBLIC HOLIDAYS

- 24.1 All employees covered by the Agreement will receive twelve (12) Public Holidays per annum.
- 24.2 The following shall be observed as Public Holidays at all campuses of the University:
- Australia Day, Anzac Day, Good Friday, Easter Monday, Easter Tuesday, Queen's Birthday, Christmas Day, Boxing Day and New Year's Day;
 - Three (3) days between Christmas Day and New Year's Day (excluding Saturday and Sunday) *in lieu* of working Labour Day, Show Day and Cup Day, or the equivalent day for regional campuses, during the year;
 - Such other occasional days as the Vice-Chancellor may from time to time declare as University Holidays.

Where any of these fall on a weekend, a day off *in lieu* will be granted by the University. The principle used to select the days off *in lieu* will be the day that least disadvantages enrolled students and will be selected after consultation at the Staff Consultative Committee mentioned in Clause 39 of this Agreement.

- 24.3 The University, in recognition of productivity achievements of staff, shall provide 23 December 2005, 22 December 2006 and 24 December 2007 as additional *ex gratia family leave* productivity offset days.
- 24.4 An employee who works on Labour Day, the former Show Day or Cup Day and whose employment terminates prior to the following Christmas/New Year close down period shall receive an additional day's pay at ordinary rates for each of the days so worked. For the purpose of this Clause, work shall include periods of paid leave.

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- 24.5 General staff employees who work during the Christmas closedown period on Public Holidays or those days provided *in lieu* of Cup Day, Labour Day and the former Show Day shall be paid penalty payments.
- 24.6 An employee who did not work on one or more of Labour Day, the former Show Day or Cup Day in any year shall take between the following Christmas Day and New Year's Day, a day of annual leave for each of the days not worked. Provided that an employee who on termination of employment has insufficient annual leave accrued to cover days for which annual leave has been given shall have one day's pay deducted from other payments due in respect of each day for which annual leave has been given.
- 24.7 Any member of staff who is absent from duty without reasonable cause on the working day before and/or after a public holiday shall not be entitled to be paid for such a holiday.

25. ALLOWANCES

25.1 Higher Duties Allowance – General Staff Employees

- 25.1.1 An employee who is required to act in a position of higher classification for thirty per cent or more of the responsibilities and for a continuous period of two weeks or more (including public holidays) shall receive a higher duties allowance for the period of the higher duties based on the difference between the salary of the employee and the salary payable for the higher classification.
- 25.1.2 Where an employee who is performing the duties of a higher office is permanently promoted to that office, he/she shall not suffer any reduction in remuneration and shall receive the same increments as if he/she had during the period of temporary service in the higher office been the permanent occupant of that office.
- 25.1.3 Where an employee is approved to perform the duties of a higher duties office for periods that are not continuous but in aggregate total more than 12 months, he/she shall upon the completion of each period totalling 12 months be granted salary increments applicable to the higher office provided that for the first increment the total 12 month period of higher duties is completed within the immediately preceding period of 24 months.
- 25.1.4 An employee who at the time of proceeding on approved leave with pay (other than Long Service Leave) was in receipt of a higher duties allowance shall continue to be paid the allowance if the allowance would have been paid but for the granting of the leave.
- 25.1.5 A higher duties allowance payable to an employee under this Clause shall be regarded as salary for the purposes of calculating all other types of allowances including overtime.
- 25.1.6 Higher duties allowance payments are non-superannuable.
- 25.1.7 An employee may decline an offer to perform higher duties without suffering any penalty.

25.2 Field Allowance

- 25.2.1 A *pro rata* field allowance, as specified in the HRM, will be available to cover the cost of food and camping consumables to an employee required to camp out in the field on excursions undertaken at the request of the relevant Head of School for the University.
- 25.2.2 The field allowance is in addition to all travelling expenses, fares and hire charges involved in the trip and assumes that all camping and living out gear is provided by the employee.
- 25.2.3 Where such an allowance is combined with the normal *per diem* allowance payable, the *per diem* allowance will cease and the field allowance will commence at the time when the employee leaves the metropolitan area or main country town directly into the field and will cease upon return to either of these centres, whereupon the normal *per diem* allowance will apply.

25.3 Indexation – Meal, Mileage and Field Allowances

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The Meal Allowance, Mileage Allowance and Field Allowance will be adjusted by the University by not less than the Consumer Price Index (All Groups – Melbourne, Australia) annually during the nominal life of this Agreement.

26. USE OF PRIVATELY OWNED MOTOR VEHICLE FOR UNIVERSITY BUSINESS

- 26.1 The University may approve the use by an employee of a privately owned motor vehicle for University business which is comprehensively insured. Use of a motor vehicle that does not satisfy this requirement will not entitle the employee to this allowance. In such cases an allowance per kilometre travelled shall be paid to the employee. The allowance shall be the rate published in the HRM.
- 26.2 This allowance covers both proportionate costs related directly to the use of the vehicle (petrol, oil, tyres, etc.) and proportionate fixed costs (registration, insurance, etc), including in the latter case, the loss of any “no claim” bonus in the event of a claim on an insurer in respect of an incident occurring in the course of the use of the private vehicle on University business.

27. TRAVEL BETWEEN CAMPUSES

- 27.1 Although each employee is attached to a designated campus, it is recognised that in order to accommodate the needs of the University, including academic programs, staff development needs, and involvement in University Governance there may be a need to travel between campuses from time to time. When this is necessary, the following principles will apply:
- (a) Travel arrangements shall be made in accordance with University policy and procedures.
 - (b) Where travel between campuses is required, a planned, consultative approach will be adopted with the aim of avoiding undue hardship, fatigue, unreasonable responsibilities or disruption to the employee, and will take into account the employee's normal start or finishing time and the travel time involved. Where fatigue is likely to be a factor and work commitments preclude an overnight stay away from their designated campus, consideration will be given to alternative modes of transport, including same day return train travel or same day return air travel.
 - (c) Where an employee is required to travel between campuses to carry out duties, the University shall normally provide access to a vehicle, unless the employee uses his/her vehicle for travel where the provisions of Clause 26 shall apply.
 - (d) Where an employee designated to a campus is required to attend another campus for consecutive days, or where commencing or finishing work at the other campus incurs significant inconvenience, the employee shall be entitled to either a field allowance or a *per diem* allowance as provided by La Trobe University policies, provided that prior approval has been sought. This provision shall not apply to employees travelling between campuses in the metropolitan area.
 - (e) The University shall provide office space, computer and telephone facilities for employees who regularly work at campuses other than their designated campus.
 - (f) Employees travelling between regional campuses of the University, or between metropolitan and regional campuses of the University, shall be issued with a Visitor's Parking Permit where needed.

27.2 Change of Residence

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

28. JOURNEY TO WORK INSURANCE

The University will maintain the journey to work insurance arrangements.

29. ILL HEALTH RETIREMENT

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- 29.1 Where the Vice-Chancellor believes that an employee is unable to perform their duties due to ill health, one months' written notice will be given to the employee requiring them to undergo examination by a medical practitioner chosen and paid for by the University. If the employee confirms during the one month notice period their intention to apply for an ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the employee will not be required to undergo a medical examination and no further action will be taken unless the application is not expeditiously progressed or if it is not accepted due to a pre-existing medical condition.
- 29.2 A copy of the medical report from the practitioner chosen by the University will be made available to the Vice Chancellor and the employee. If the medical report shows that the employee is unlikely to be able to perform or resume their duties within 12 months, or if an employee refuses to undergo a medical examination, the University may give notice of termination in accordance with employee's contract of employment, or where no notice is specified, a period of 6 months notice. As an alternative the University and an employee may enter into an ill health retirement contract, which may include the payment of agreed benefits to the employee, or they may resign prior to action being taken to terminate their employment.
- 29.3 The employee, or where they have chosen a Representative of their choice, may request a review of the decision within 10 days of the medical report being made available to the employee. Where a review is requested by the employee, the University will not terminate the employment of the employee until the decision has been reviewed and confirmed by a panel of three medical practitioners (not including the practitioner who provided the original advice). The medical practitioner review panel will consist of an independent Chair nominated by the University Ombudsman; a nominee of the staff member; and a nominee of the University.

PART 4 LEAVE PROVISIONS

30. WORKERS' COMPENSATION LEAVE

- 30.1 An employee who suffers injury causing partial or total incapacity for work, and who receives compensation in respect of such incapacity pursuant to the Workers' Compensation Act 1958 and the Accident Compensation Act 1985 or either of them, shall be granted leave and shall be paid make-up pay by the University in accordance with sub-Clause 30.2 below.
- 30.2 Leave and make up pay shall not exceed a continuous period of fifty-two weeks (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one injury. The amount of make-up pay shall be the difference between the amount of weekly compensation received by the employee and the pre-injury average weekly earnings of the employee. An employee who receives workers' compensation leave will have any sick leave credits that were used during the period of the injury re-credited.
- 30.3 An employee who recovers damages in respect of the injury for which he/she has received make-up pay, shall repay this make-up pay to the University, provided that the damages so recovered include payment for loss of income.

31. COMPASSIONATE LEAVE

- 31.1 Employees will be entitled to leave on full pay for ten days on account of death or serious illness of a partner, or the death or serious illness of a:
- child, grandchild, parent, legal guardian, grandparent, brother or sister, relative who has taken the place of a parent, or of a relative residing with the employee at the time of such illness or death;
- of the employee or the employee's partner.
- 31.2 For the purposes of sub-Clause 31.1 above, leave shall only be granted in the case of an illness where the employee furnishes a medical certificate stating the nature and seriousness of the illness. "Serious illness" shall be defined as an illness of a critical or life threatening nature.
- 31.3 For the purposes of sub-Clause 31.1 above, a person with whom the employee has an established *de facto* relationship shall be regarded as the employee's partner. A statutory declaration that there has been at least one year's association shall be considered adequate to support a claim that there is an established *de facto* relationship.

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

32. COMMUNITY AND PERSONAL LEAVE

32.1 Employees will be entitled to leave for the following purposes and the amount of leave (paid and unpaid) and the principles and procedures applying to each category of leave shall be set out in the HRM having regard to the nature of the leave.

a) Jury Service, Crown Witness: Paid leave for jury service, appearance as a Crown witness or to give evidence directly related to the employee's employment. Unpaid leave shall be granted for appearances that are required in a court or tribunal in another capacity. Where an employee is on approved annual leave or long service leave, no deduction shall be made from their leave credits for the duration of their jury service.

b) Defence Training: Up to 18 days (including weekends) paid leave to attend a camp of military training. Up to 16 days (including weekends) unpaid leave for attendance at one school, class or course of military instruction annually. If military pay is less than the member's salary, the University will make up the difference on application by the employee.

c) Firefighting and Emergency Assistance: Paid leave for an employee who is called upon, or who responds to an appeal for volunteers, by a government or a competent authority to assist in Firefighting or other forms of emergency assistance (including auxiliary operations).

d) Examination/Study (General Staff): Paid leave during working hours for approved examinations and courses of study that are relevant to the work of the employee.

e) Blood donation: Paid leave four times per annum, for up to two hours per occasion.

f) Sporting Competitions: Up to four weeks unpaid leave for competitors or accredited officials in international, interstate and Country week sports. Paid leave for participation in Olympic Games, Commonwealth Games and the Pacific Conference Games, for the duration of the competition.

g) Industrial Relations Training: The HRM shall detail the University's policy and procedures on this leave.

h) Religious: 3 days leave without pay for the observance of religious occasions.

i) Removal of Household Goods: Where an employee is required to undertake the major part of their duties at a different campus, 2 days paid leave to relocate closer to the new place of work or public transport.

j) Special Repatriation Leave full pay up to 15 days each year, not deducted from sick leave credits, for illness due to disabilities certified by Veterans Affairs as directly resulting from war service, to a maximum of 125 days.

33. ILLNESS OF FAMILY MEMBER

33.1 An employee is entitled to access sick leave entitlements to provide care or support to a member of his/her family who is ill provided that he/she has the responsibility for the care of the family member concerned.

33.2 For the purposes of sub-Clause 33.1 "family member" includes:

- (a) a member of the employee's household; or
- (b) a member of the employee's immediate family including:
 - (i) partner (i.e., spouse/*de facto* relationship, which shall include same sex partners), former partner, child, grandchild, parent, legal guardian, parent-in-law, grandparent, brother or sister of the employee;
 - (ii) child, parent, legal guardian, grandparent, grandchildren, brother or sister of the employee's partner or former partner;
 - (iii) a relative who has taken the place of a parent or of a relative residing with the employee at the time of such illness or death.

33.3 Sick leave for the purpose of caring for a family member of more than three (3) consecutive days or six (6) aggregate days in any year of service shall be substantiated by a certificate from a registered health professional or by statutory declaration.

34. LEAVE TO COUNT AS SERVICE

- 34.1 Without detracting from what may be specified elsewhere in this Agreement the following shall count as service to determine the entitlement of an employee to leave:
- (a) any period of paid leave with long service leave taken on half pay counting as normal service;
 - (b) any continuous period of sick leave without pay not exceeding twenty (20) working days;
 - (c) any period of sick leave without pay not exceeding, in the aggregate, twenty (20) working days in any year of service;
 - (d) any period of paid parental leave or return to work benefits *in lieu* of such leave;
 - (e) any period of leave without pay for the purpose of contesting elections to Federal or State Parliament.

34.2 Service as a casual employee does not count as service for any leave purposes if the employee is subsequently appointed on a full-time or fractional time basis. This sub-Clause shall not operate to deny the benefits of leave to staff who may be classified as casual but whose pattern of employment does not comply with the definitions of casual employment specified in this Agreement.

35. LONG SERVICE LEAVE

35.1 Employees, other than casual employees, shall be entitled to thirteen (13) weeks long service leave after completion of ten (10) continuous years and shall accrue 1.3 weeks leave entitlement for every additional year of service thereafter. Such leave shall be paid on their current time fractions provided that an employee may elect to convert all or part of the period of entitlements to double the leave on half the pay.

35.2 *Pro Rata* Accrual of Long Service Leave

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

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

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

- (a) any period of leave without pay identified as not counting towards service in Clause 34 above of this Agreement;
- (b) any period of leave without pay of twenty (20) working days or more, except for unpaid maternity leave in which case up to fourteen (14) weeks shall count as service;
- (c) any period of service subsequent to the date from which a pension is payable under the provisions of this Superannuation Act of such other pension schemes as may apply where the employee retires on the grounds of age or ill health;
- (d) any period of service for which payment *in lieu* of long service leave has been made by a previous employer or for which an employee has an entitlement to payment *in lieu* by a previous employer. Such periods however shall not constitute a break in service for the purpose of satisfying the requirement in sub-Clause 35.1 that a minimum of ten (10) years be serviced before long service leave may be taken; and
- (e) periods of service which preceded breaks in employment of twelve (12) months or more.

35.4 Recognition of Prior Service

35.4.1 For Long Service Leave purposes the University will recognise prior service from; Australian Higher Education and TAFE Providers; Public Hospitals; the Public Service of the State of Victoria or Commonwealth including their instrumentalities and bodies with which they have reciprocal arrangements; and other employers by negotiation between the employee and the University at the time of the employees appointment.

35.4.2 The provisions relating to recognition of prior service for the purpose of determining entitlements for long service leave will not apply to staff whose salaries are paid from external funds which make no provision for long service leave.

35.4.3 The amount of service that the University may recognise from the last employer shall be up to 10 years, provided there is no break in service exceeding 12 continuous months. The University may require a period of up to 3 years service to be completed before an employee is eligible to take long service leave. An employee shall make any claim for recognition of prior service within six months of appointment. Renewal or extension of a fixed term contract does not constitute a new appointment for the purpose of this Clause.

35.5 Time of Taking Long Service Leave

A staff member may take long service leave at a time of their choosing if they provide 12 months notice, or at time agreed between the supervisor and staff member where a lesser period of notice is provided. Where a supervisor and employee are unable to agree on a suitable time that takes into account the needs of the University and the employee the matter shall be referred to the Director (Human Resources) for determination. In determining the matter, the Director (Human Resources) shall provide the employee the opportunity to present the case in writing.

35.6 Occurrence of Public Holidays

Where a public holiday occurs during the period that an employee is absent on long service leave and such holiday is observed by the University no deduction shall be made for that day from the long service leave credits of the employee.

35.7 Where an employee after four (4) years of service at the University retires on the grounds of ill health, age retirement or dies, he/she shall be entitled to payment computed at the rate of 1.3 weeks for each year of service.

35.8 Reduction of Excess Long Service Leave Credits

- (a) Where a member of staff has accumulated entitlements to long service leave in excess of 4.5 months, the Vice-Chancellor may give the employee written notice to take up to three (3) months of such leave, at a time convenient to the needs of the University, provided that:
 - (i) the Vice-Chancellor shall give the employee written notice of at least six (6) months of the date on which leave must commence;
 - (ii) where an employee has entered into a pre-retirement contract, or if the employee enters into a pre-retirement contract after receiving the notice from the Vice-Chancellor, the employee shall not be required to take long service leave.
 - (iii) The minimum period of leave that an employee shall be directed to take in accord with this sub-Clause shall be one week on full pay or two weeks on half pay.
- (b) Employees who have leave balances in excess of the limits specified in sub-Clause 35.8(a) above may elect to convert all or part of the period in excess of 13 weeks to half the leave on double the pay.
- (c) Determinations made by the Vice-Chancellor pursuant to this Clause will be final.

36. PARENTAL LEAVE

36.1 Maternity and Adoption Leave

36.1.1 Employees will be provided with maternity or adoption leave as set out below and the HRM shall detail further policies and procedures in relation to parental leave:

- (a) For periods of employment of 12 months or less leave will be available on the basis of 2 weeks paid leave for each month of service.
- (b) For periods of employment greater than 12 months paid leave will be available on the basis of either 26 weeks paid leave or a combination of 14 weeks paid leave and return to work benefits equivalent to 12 weeks paid leave as agreed between the University and employee. These return to work benefits shall be fully utilised within 104 weeks from the date of birth of the child.

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- (c) The entitlements set out in (a) and (b) of this sub-Clause above shall be increased by an amount of unpaid leave as to bring the total aggregate of leave to a balance of 52 weeks.
- (d) Where, in the case of adoption leave, the child at the date of adoption is twelve months or older, the employee shall be entitled to half the paid leave benefits outlined in (a) or (b) of this sub-Clause, but shall be entitled to access unpaid leave in accordance with (c) above.
- 36.1.2 The paid benefits outlined in this Clause will apply on a *pro rata* basis for fractional employment arrangements. Normal incremental advancement within salary classifications shall continue during periods of parental leave taken under this Clause.
- 36.1.3 An employee on a fixed term contract whose contract expires during a period of paid parental leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 36.1.4 The Vice-Chancellor may direct an employee to commence maternity leave at any time within six weeks before the expected date of birth, unless a medical certificate is submitted, stating that she is fit to work.
- 36.1.5 An employee who contracts an illness resulting from pregnancy or childbirth may access sick leave benefits during the unpaid portion of the maternity leave.
- 36.2 Spouse's Leave**
- 36.2.1 An employee will be provided with spouse's leave of fifteen consecutive working days commencing no sooner than the week prior to the expected date of the birth of the child and concluding no later than six weeks after the birth of the child or, in the case of adoption of a child, within six weeks from the date of adoption.
- 36.2.2 An employee who wishes to share unpaid maternity/adoption leave with their spouse must produce, in relation to any period to be taken, a statutory declaration stating that he/she will take spouse's leave to become the primary care-giver of a child; and details of any period of maternity leave sought or taken by their spouse. Paid Sick Leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during an absence on spouse's leave.
- 36.3 Unplanned Cessation of Parental Leave**
- 36.3.1 An employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage or from the birth of a still-born child, shall be entitled to paid leave of up to 14 weeks provided or a *pro rata* amount where service is less than 12 months. Where an employee has already commenced such leave she will receive the balance of the period outstanding.
- 36.3.2 The employee will also be entitled to an unpaid period of maternity leave such as will bring the aggregate leave to a continuous period not exceeding six calendar months unless a medical practitioner certifies that a further period is needed, and the maximum amount available shall be six months.
- 36.3.2 Subject to the provisions of this Clause, leave applied for but not commenced shall be cancelled where the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child.
- 37. RECREATION LEAVE**
- 37.1 Employee(s) covered by this Agreement shall be entitled to recreation leave on full pay at the rate of twenty (20) working days in each completed year of service from the date of appointment or *pro rata* thereof.
- 37.2 Where a public holiday occurs during the period in which an employee is absent on recreation leave and such holiday is observed by the University, no deduction shall be made for that day from the employee's recreation leave credits.
- 37.3 The principles governing the application for, approval of and the taking of recreation leave shall be set out in the HRM:

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- 37.4 An employee may accumulate recreation leave beyond 20 days and up to a maximum of forty (40) working days with the express written approval of his/her Dean or Divisional Manager, in accord with provisions set out in the HRM.
- 37.5 Leave plans and electronic leave applications will be submitted to the Dean or Divisional Manager through the Supervisor. If the employee fails to take leave as agreed, he/she will be placed on leave for the agreed leave dates as set out in the leave plan and leave application in the payroll system.
- 37.6 Any recreation leave used in advance of an entitlement accruing shall be deducted from any payment due to the employee on termination of employment.
- 37.7 Where an employee resigns, retires, is dismissed or otherwise ceases employment with the University, he/she shall receive payment *in lieu* of recreation leave accrued but not taken. Such payment *in lieu* shall be for all recreation leave accrued for each completed year of service plus a *pro rata* amount for the current year of service calculated on a daily basis.

37.8 Managing and Preventing Excess Recreation Leave Balances

- 37.8.1 From the effective date of this Agreement, employees will be deemed to have been directed to take and to have taken any excess recreation leave balances greater than the maximum allowable limit in this Clause.
- 37.8.2 The University will not be liable for payment *in lieu* of recreation leave in excess of the maximum allowable limit in the event of the employee ceasing to be an employee of the University and the University will not be liable to compensate an employee who suffers a loss of recreation leave accruals as a result of the operation of this Clause. This sub-Clause 37.8.2 shall come into effect three years from the date of certification of this Agreement.
- 37.8.3 An employee whose recreation leave balances total in excess of 40 days at the date of certification of this Agreement will be required to reduce their excess leave balances to no more than 40 days within three years of the date of certification of this Agreement. After three years from the date of certification of this Agreement, any staff member who has in excess of 40 days shall be deemed to have taken all of the excess leave. Further leave shall only accrue from that point in the event that leave balances are below 40 days.

37.9 Recreation Leave Loading

- 37.9.1 Full-time employees shall be paid an annual leave loading in respect of twenty (20) working days leave entitlement equal to 17.5 per cent of the ordinary pay of the employee with a maximum payment equal to the Australian Statistician's figure for Average Weekly Earnings of all Males (Australia) for the September quarter of the year in which the entitlement to the leave is accumulating. Leave loading shall be paid at the time leave is taken. Employees who are employed on a part-time basis shall receive payment for the annual leave loading on a *pro rata* basis.
- 37.9.2 Should employment of a member of staff terminate prior to the official September figure specified in sub-Clause 37.9.1 above being known, payment of the maximum annual leave loading shall be at the rate declared for the September quarter of the previous year.

38. SICK LEAVE

- 38.1 An employee shall be entitled to sick leave on full pay at the rate of fifteen (15) working days for each completed year of service commencing from the date of appointment, or *pro rata* thereof for part time employees and such leave shall accumulate if not taken.
- 38.3 New employees who commence on and after the effective date of this Agreement will be entitled to transfer sick leave credits, to a maximum of thirty (30) days entitlement, where service up to twelve (12) months before joining the University was with an Australian Institute of Higher Education or another employer within Australia, with whom service has been closely related to the employee's appointment. Examples include, teaching experience in the wider education sector or relevant medical or nursing experience in a hospital. Such other service will be recognised where agreed to at the time of appointment. Credits will be as certified as those being held by the appointee on leaving the former employer.

- 38.4 An employee who ceases employment with the University and is re-employed after a period not exceeding four (4) weeks shall be re-credited with any sick leave accumulated at the time of last ceasing University employment.
- 38.5 Where a public holiday falls during a period of sick leave and that holiday is observed by the University, no deduction shall be made from the sick leave credits of an employee for that holiday. Where an employee is ill for two or more days whilst on Long Service or Recreation Leave they will be entitled to Sick Leave.
- 38.6 An employee may be required to provide proof of medical illness in the form of either a statutory declaration or a certificate from a medical practitioner or health professional as defined in the HRM for an absence in excess of three consecutive working days or six aggregate working days in a 12 month period.
- 38.7 Sick Leave may be granted, on the recommendation of the Head of School to the Faculty Dean, in advance of entitlement up to a limit of twelve months entitlement provided that proof of medical illness is provided. Any such Sick Leave used but not accrued at the date of termination shall be deducted from any termination payment due to the staff member.
- 38.8 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted special leave on full pay for the period he/she is required to be absent, and shall not have such leave deducted from sick leave credits.

PART 5 CONSULTATION, CHANGE AND PLANNING

39. CONSULTATIVE FORUMS AND PLANNING

- 39.1 The University uses a range of consultative forums and methods to communicate with and consult its employees over significant issues affecting employees to ensure they are kept informed. The key mechanisms include:
- A range of consultative forums within Faculties and Administrative Divisions;
 - Information sessions;
 - The web, email system, intranet and news bulletins.
- 39.2 The University shall make budget information available either electronically or by other means and shall notify staff of the availability of this information shortly after it is adopted by the University.
- ### **39.3 Staff Consultative Committee**
- 39.3.1 The Staff Consultative Committee shall comprise, four management representatives, and an elected academic staff member elected by continuing and fixed term academic staff, and a general staff member elected by continuing and fixed term general staff covered by this Agreement, and two other nominees notified to the University by the unions who are party to this Agreement. There will also be an election for an alternate representative for each elected representative and the unions will nominate two alternate representatives. The elected members and union nominees of the Staff Consultative Committee may vary from meeting to meeting according to the business of the Committee.
- 39.3.2 Members elected to the Staff Consultative Committee shall serve for the life of this Agreement unless they resign their membership.
- 39.3.3 Where specific Clauses in this Agreement require this Committee to work with the University to carry out functions specified in this Agreement, the Committee shall act expeditiously to fulfil this function. Where a Committee needs to be established pursuant to Clauses 2.5, 2.6, 13.8.1, 9.3d) and 41.9 of this Agreement, the staff nominees for these committees shall be chosen from a pool of elected employees. The elected staff representatives on the Staff Consultative Committee shall make these selections. The independent Chairpersons for these Committees shall be agreed between the Director Human Resources and the relevant elected academic or general staff representative of the Staff Consultative Committee, and where agreement cannot be reached within 5 working days, the Vice-Chancellor shall appoint an independent Chairperson.

39.3.4 Staff nominated to Committees pursuant to this Clause shall not have a conflict of interest, and shall use the University Code of Conduct to guide their actions while being a serving member of a Committee.

40. FACILITATION OF CHANGE

40.1 The University may decide to implement change that may have a significant impact on its employees. Significant impact includes: major changes in the composition, operation or size of the institution's workforce or in the skills required; a decision to out source any functions; the elimination or diminution of job opportunities, promotion opportunities or tenure; proposals regarding flexible delivery of teaching which may involve either the mode of delivery or the timing of delivery of classes; the need for retraining or transfer of employees to other work locations; and the restructuring of organisational units.

40.2 If a significant organisational change is being considered through the delegated decision-making procedures and bodies of the University, the Vice-Chancellor or nominee will authorise consultation with the relevant employees who will be affected by the change, and where an employee chooses, with their chosen Representative. To facilitate consultations, the University will make available an Impact Statement outlining the rationale for the proposed change, the details and costings of the proposed change, who may be affected by the change, the likely impact the change will have on the positions of the employees affected, the likely impact upon workloads in the area, and the draft implementation timetable including a date to ratify the decision to change. The impact statement will be made available to affected staff, and where they request, their chosen Representatives.

40.3 As early as practicable after the University has formed a clear intention to change its current arrangements but before a final decision has been made, the University shall consult with the employees likely to be affected, and arrange a forum where staff and, where they request, their chosen Representatives can discuss the nature of the changes and the effect the changes are likely to have on staff. The University shall allow a reasonable time period for consultations and shall give consideration to matters raised with a view to identifying means to mitigate any adverse impact associated with the proposed changes. Further consultations will take place prior to the implementation of the changes.

40.4 The HRM will set out the Change Management principles and processes that will be used to provide further guidance on managing change consistent with this Clause.

41. REDUNDANCY PROCEDURES

41.1 This Clause shall:

- (a) apply to academic and general staff employees in continuing or ongoing positions who are covered by this Agreement;
- (b) not apply to casual employees or employees employed on fixed-term contracts of employment;
- (c) not detract from the obligations of the University to consult pursuant to Clause 40 of this Agreement; and
- (d) allow employees where they choose to be assisted by a Representative of their choice and as defined in this Agreement at every stage during the procedures set out in this Clause.

After an initial eight (8) week transition period, in which the employee may seek redeployment, provision is made for an enhanced level of payout to the employee based on age and length of service.

41.2 Grounds for Redundancy

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

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

the University will formally notify the affected employee(s), and where they choose, their chosen Representatives, in writing that their employment will terminate and the reason(s) for the termination.

41.3 Notice Period/Severance Benefit

41.3.1 The relevant notice period for an employee who has received notification pursuant to sub-Clause 41.2 above will be determined by a combination of two scales, based on age and length of service.

AGE BASED SCALE:

Age	Notice
44 or over	22 weeks
40-44	20 weeks
39 or under	18 weeks

The balance of the notice period is determined by adding three (3) weeks notice for each completed year of continuous service.

41.3.2 The maximum period of notice will be seventy-four (74) weeks.

41.3.3 An employee may apply to work out all or part of the relevant period of notice. If there are suitable duties for the employee to undertake, which will result in sufficient work being available to occupy the time fraction on which the employee is employed, the University will use its best efforts to allow this to occur. This may be either work the employee has been engaged in previously or work designed to retain the employee. If the University has no suitable duties for the employee to do, the employee will receive payment *in lieu* of notice.

41.4 Transition Period

41.4.1 An eight (8) week transition period will commence immediately upon written notification of termination being given to the employee pursuant to sub-Clause 41.2. By the expiration of ten (10) working days from the commencement of the transition period, the employee must indicate to the University which of the following options he or she wishes to choose:

- (a) to elect early separation and include the balance of the transition period in his or her redundancy benefits; or
- (b) to apply to the Vice-Chancellor to seek redeployment within the University.

41.4.2 Nothing in this Clause will prevent the University from pursuing redeployment options to mitigate against the effects of redundancies. Should a suitable position be found for an affected employee, the employee will be placed into the position and further redundancy action will cease in respect of the employee.

41.5 Application for Early Separation Severance Benefit

41.5.1 An employee who has been given notice pursuant to sub-Clause 41.2 and who has had an application for early separation accepted by the University may decide to include the balance of the transition period in his or her redundancy benefits, in which case the employee will receive upon termination:

- (a) payment *in lieu* of salary for the unexpired portion of the eight (8) week transition period; and
- (b) payment *in lieu* of the notice period prescribed in sub-Clause 41.3; and
- (c) payment on a *pro rata* basis for Long Service Leave.

41.5.2 All payments under this sub-Clause shall be calculated on the employee's substantive salary (including fortnightly paid allowances and loadings) at the date of cessation of employment.

41.6 Redeployment

Should the employee seek redeployment, or where the University elects to attempt to redeploy the employee, the University shall provide the employee with all relevant details, and taking into account the relevant skills, experience and work preferences of the employee shall:

- (a) examine options for retraining;
- (b) examine measures that could be taken to avoid termination;
- (c) arrange counselling (which may also include assistance such as financial advice and resume preparation) for the employee as required and allow reasonable time off work to attend interviews;
- (d) monitor all vacancies within the University;
- (e) offer the employee redeployment to a suitable vacant position where such a position exists. Suitable vacant position means a position at the same classification level and same or equivalent time fraction of the employee and for which the employee has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if an employee needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than six (6) months. Where the employee, having been offered a suitable vacant position, unreasonably rejects an offer of redeployment to that position, the Vice-Chancellor may terminate his or her employment on the basis of the severance benefit in sub-Clause 41.8 of this Agreement. Employees may however decline an offer of redeployment where the offer involves a geographical relocation from a regional campus to a metropolitan campus or from a metropolitan campus to a regional campus or between regional campuses of La Trobe University, where such a relocation would be unreasonable.
- (f) at the request of the employee consult with the employee regarding (a) to (e) above.

41.7 Failure of Redeployment

41.7.1 Where redeployment actions subsequently fail, the employee will, at the completion of the eight (8) week transition period, (or ten (10) weeks if the Vice-Chancellor elects to extend the time frame for redeployment pursuant to sub-Clause 41.9(f)), either –

- (a) where it has been agreed that the employee will work out his or her notice period, commence working out his or her period of notice; or
- (b) have his or her employment terminated. The employee will receive upon termination:
 - (i) payment *in lieu* of the notice period prescribed in sub-Clause 41.3; and
 - (ii) payment on a *pro rata* basis long service leave.

41.7.2 All payments prescribed under this sub-Clause shall be calculated on the employee's substantive salary (including fortnightly paid allowances and loadings) at the date of cessation of employment.

41.8 Termination for Rejection of a Reasonable Offer of Redeployment

Where an employee rejects a reasonable offer of redeployment and the Vice-Chancellor terminates the employee's employment pursuant to sub-Clause 41.6 (e) of this Agreement, the employee shall receive the following severance benefit:

<u>Years of Service</u>	<u>Retrenchment Pay</u>
Less than 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 or more	8 weeks pay

41.9 Redundancy Review

- (a) An employee who has been given notice pursuant to sub-Clause 41.2 may apply to the Vice-Chancellor within ten (10) working days of such notice, for a review of the decision to terminate his or her employment, on the grounds that the University did not act fairly or properly in making the decision to terminate, or that the rules of natural justice were not applied, or that the decision was discriminatory.
- (b) Upon receiving such an application, the Vice-Chancellor will immediately refer it to a Review Committee, comprising a nominee of the University, a staff nominee and an independent Chairperson selected in accordance with the procedures set out in Clause 39 of this Agreement. The Review Committee must be established and the matter referred to the Committee within five (5) working days of receipt of the referral.
- (c) The Review Committee must make its determination within no more than three (3) weeks after the referral unless it makes application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion.

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- (d) The Review Committee shall provide the employee and the relevant manager with adequate opportunity to put forward a verbal or written submission relating to the process in question and will conduct the investigation in an expeditious and informal manner.
- (e) The Review Committee shall, after making a determination, make recommendations to the Vice-Chancellor, who shall consider the recommendations and make a final decision.
- (f) Should the Review Committee determine that the process was complied with by the University, the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the employee by two (2) weeks, if the employee wishes to be redeployed.
- (g) Should the Review Committee determine that the University did not act according to the principles outlined in sub-Clause (a) above, the matter shall be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action. In making a determination, the Vice-Chancellor shall consider the findings of the Review Committee.

42. RESOLVING WORKPLACE DISPUTES

- 42.1 These procedures shall be followed in relation to disputes raised by a party to the dispute who is also a party to this Agreement. These procedures shall be activated by a written notification to the other parties to the dispute and must relate to a matter arising under this agreement.
- 42.2 In following these procedures, an employee where they choose may be assisted or represented by a person of his or her choice.
- 42.3 Where workplace disputes occur, there will be no industrial action about the dispute and the procedure outlined will be followed.
- 42.4 The following steps outline the procedure for the prevention and settlement of workplace disputes:
 - (a) any employee who is a party to the dispute will discuss the matter with the immediate supervisor;
 - (b) if the matter is not resolved at that level, further discussions will be arranged involving more senior levels of management;
 - (c) if the matter is not resolved the relevant parties to the dispute and the Director Human Resources and or nominees, shall discuss the dispute and attempt to reach agreement within 10 working days, or as soon as possible thereafter. During this stage the Director Human Resources and the relevant parties to the dispute may agree to seek the assistance of an appropriately qualified and experienced person or body to mediate the dispute.
 - (d) if the matter is unresolved after the steps in 42.4 above have been taken, the matter shall be referred to a Disputes Resolution Committee comprising two nominees of the Vice-Chancellor and two representatives chosen by the other party(ies) to the dispute;
 - (e) if the dispute remains unresolved and involves a matter arising under this Agreement, either party to the dispute may refer the matter to the Australian Industrial Relations Commission (AIRC). If the matter is referred to the AIRC, it is empowered to determine the matter to the extent that it relates to the application, implementation or interpretation of this Agreement. The AIRC, in responding to a matter, will have regard to whether the parties to the dispute have complied with the procedures outlined in 42.1 to 42.4 (d) above.
- 42.5 Workplace Grievances will be addressed using the process set out in the HRM and the employee, where they choose, may be assisted by a Representative of their choice.

43. INDIGENOUS EMPLOYMENT

The University endorsed the Australian Declaration Towards Reconciliation (Council for Aboriginal Reconciliation 2000) in June 2001 and, consistent with that Declaration, the University will implement Indigenous Employment Strategies as endorsed or varied by the University from time to time.

PART 6 SCOPE OF THE AGREEMENT

44. OPERATION OF THE AGREEMENT

This Agreement will be effective from the date of certification and will remain in force until 30 July 2008. The nominal life of this Agreement shall be until 30 July 2008.

45. APPLICATION, COVERAGE AND PARTIES TO THIS AGREEMENT

45.1 The parties to this Agreement are:

- (i) The National Tertiary Education Industry Union (NTEU), the Community and Public Sector Union (CPSU) and the Australian Liquor, Hospitality & Miscellaneous Workers Union (ALHMWU);
- (ii) La Trobe University (the University);
- (iii) All academic and general staff employees of the University who are employed in a classification or descriptor set out in **Schedules 1, 2 & 4** unless specifically identified in sub-Clause 45.2 below as being excluded from coverage of this Agreement.

45.2 Notwithstanding Clause 45.1 above, this Agreement shall not apply to –

La Trobe University Children's Centre	All employees
La Trobe University Union	All employees
La Trobe University Bookshop (including Campus Graphics)	All employees
La Trobe University Language Centre (Bundoora)	All employees

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

Clause 3	Linking of General Staff Classifications
Clause 4	Apprentices and Juniors
Clause 5	Salaries - Academic Staff Employees
Clause 6	Salary Packaging
Clause 11	Probationary Procedures
Clause 12	Transferability of Service Outside Studies Program (OSP)
Clause 13	Procedures for Managing Under Performance and Misconduct/ Serious Misconduct
Clause 16	Part-time and Fractional Employment
Clause 19	Hours of Work - General Staff Employees
Clause 21	Workplace Flexibility
Clause 22	Shift Work – General Staff Employees
Clause 23	Overtime – General Staff Employees
Clause 24	Public Holidays
Clause 25	Allowances
Clause 27	Travel Between Campuses
Clause 29	Ill Health Retirement
All Clauses in Part 4	
Clause 41	Redundancy

45.4 The following Clauses and provisions shall not apply to fixed-term employees: Clause 12 Transferability of Service – Outside Studies Program (OSP); Clauses 17 & 18; Casual Employment-General Staff Employees and Casual Employment- Academic Staff Employees; Clause; 41 Redundancy

46. NO EXTRA CLAIMS COMMITMENT

This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims during the nominal life of this Agreement.

47. PRIORITY OF OPERATION OF AGREEMENTS

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

48. AUSTRALIAN WORKPLACE AGREEMENTS

- 48.1 The University may enter into AWAs with its employees. Those AWAs may either operate to the exclusion of this certified Agreement or prevail over the terms of this certified Agreement to the extent of any inconsistency, as specified in each AWA.
- 48.2.1 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide access to a copy of this Agreement. The procedures for how the University will meet the obligation to provide informed choice will be set out in the HRM.
- 48.3 At the time of offering an AWA, the University will advise any staff member or prospective staff member of their right to appoint a Bargaining Agent and will allow the staff member or prospective staff member at least 14 or 5 days respectively to consider the AWA as required.

49. SENIOR STAFF PERFORMANCE BASED CONTRACTS

- 49.1 The University may, in accordance with this Clause, enter into contracts with members of staff employed in the manner described in sub-Clause 49.2 below, which sets out key performance criteria or targets which must be met within defined time frames or under defined circumstances (Performance-based Contracts). An employee where they choose, may be assisted in negotiations by a Representative of their choice.
- 49.2 Contracts entered into pursuant to this sub-Clause may be offered only if the contract involves an offer of employment to academic staff employed at or above Level E who received a total remuneration package comprising base salary, vehicle, and other allowances (“Total Remuneration Package”) equal to or greater than the amount specified for academic staff in sub-Clause 49.4 below and general staff employed at or above HEO10 who receive a Total Remuneration Package of more than equal to or greater than the amount specified for general staff in sub-Clause 49.4 below.
- 49.3 A performance-based contract may stipulate that Clauses 11, 13, 15 and 41 of this Agreement shall not apply and where this occurs then it is a term of this Agreement that the nominated Clause or Clauses shall not apply to the employment of the employee. A performance-based contract for senior staff will contain its own Clauses covering redundancy, performance, discipline and/or termination, and the termination of employment of an employee party to a performance-based contract will be in accordance with Division 3 of Part VIA of the WRA, except the required period of notice referred to in Section 170CM shall be stated in the contract and will be a minimum of three (3) months. When any contract pursuant to this Clause involves a probation period that probation period will be no less than three (3) months.
- 49.4 The Total Remuneration Package rates specified in sub-Clauses 49.2 above will be determined on the basis of the following scale:

	ACADEMIC	GENERAL
1 July 2004	\$117,000	\$105,300
1 July 2005	\$120,510	\$108,459
1 January 2006	\$125,330	\$112,797
1 July 2006	\$130,344	\$117,309
1 July 2007	\$134,254	\$120,829
1 July 2008	\$139,624	\$125,662

50. FREEDOM OF ASSOCIATION

The parties to this Agreement shall observe the Freedom of Association provisions in the WRA.

51. ANTI DISCRIMINATION AND EQUAL OPPORTUNITY

It is the intention of the parties to this Agreement to achieve the principal object in S.3(j) of the WRA and to comply with all applicable anti-discrimination and equal-opportunity legislation by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, gender identity, age, physical or mental disability, marital status, family responsibilities, breastfeeding, pregnancy, religion, political opinion, national extraction or social origin.

52. OPERATION OF UNIVERSITY POLICY

Notwithstanding any reference in this Agreement to University policy or policies (including references to HRM), University policies do not form part of this Agreement.

53. DEFINITIONS

“**Academic Staff Employees**” means employees whose instrument and terms of appointment describe them as such and/or who are engaged in a teaching and research position or a research only position in accordance with the Minimum Standards for Academic Levels set out in **Schedule 4** of this Agreement.

“**Administrative Division**” and “**Administrative Unit**” means respectively an administrative division or an administrative unit of La Trobe University.

“**AIRC**” means Australian Industrial Relations Commission.

“**Casual Academic Staff Employees**” shall mean employees engaged by the hour to carry out duties set out in Schedule 2 and Clause 18 of this Agreement.

“**Casual General Staff Employee/s**” means a person engaged by the hour and paid on an hourly basis and includes a loading in lieu of benefits not provided to the casual general staff employee as set out in Clause 17.1, including all leave entitlements, penalties and loadings not provided to the casual employee.

“**Consultation**” means a process where those who are consulted, and where they choose, their chosen representatives, are given an opportunity to consider relevant information in a timely manner, to be heard and to express their views so that they may be taken into account but the process of consultation shall not limit the University’s right to make final decisions.

“**Dean**” means the Dean of a Faculty at La Trobe University or person acting in the position.

“**Director (Human Resources)**” means the occupant of the position of Director (Human Resources) or a person acting in the position or in a successor position.

“**Divisional Managers**” means Heads of Administrative Divisions or Administrative Units or people acting in any successor positions.

“**Elected Staff Representative**” means an employee of the University elected by other employees of the University from within the relevant area and who may either be a union or non union member.

“**Enterprise Agreement Bargaining Group**” means 3 elected academic staff representatives and 3 elected general staff representatives, representatives from the unions who are party to this Agreement, and representatives of University management.

“**Faculty**” and “**Faculties**” means respectively a faculty or faculties of La Trobe University.

“**Fixed-term employment**” means employment for a specified term with a starting and finishing date during which the contract is only terminable by the employer on the grounds of failure to meet probationary requirements, or in accordance with Clause 13 of this Agreement. Nothing in this definition prevents the University paying out of the balance of a contract in circumstances where the terms of the contract are not being fulfilled.

“**Fixed-term Employee**” means an employee engaged for a fixed term or ascertainable period.

“**Full-time Employee**” means (unless the context requires otherwise) an employee other than “fixed-term”, “part-time/fractional”, or “casual” employee.

“**General Staff Employee**” means employees engaged and classified in accordance with the HEO Classification Descriptors set out in **Schedule 1**, and the HRM.

“**Head of School**” means a Head of a School of La Trobe University or a person acting in the position.

“**HEO Classification Levels**” means the classification level of a general staff employee as set out in **Schedule 1** and the HRM.

“**HRM**” means the Human Resources Manual (incorporating the human resources policies and related matters) of the University as varied by the University from time to time.

“**Office of Human Resources**” means the La Trobe University Office of Human Resources or its successor organisational unit.

“**Part-time/Fractional Employees**” means employees employed to work for less than the normal weekly hours of a full-time employee in the same classification for which all entitlements in this Agreement are paid on a *pro-rata* basis.

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“**Representative**” means a friend, colleague or Union official chosen by an employee to be their representative but this person shall not be a practicing barrister or solicitor.

“**Special external grant**” means identifiable funding external to the University that is neither part of an operating grant from government nor funding comprised of fees paid by or on behalf of students.

“**Spouse**” means a spouse for the purpose of this sub-Clause shall include a *de facto* spouse or the same sex partner of the mother, who has accepted responsibility for the on-going care of a child.

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

“**University**” means La Trobe University, a body corporate established under the *La Trobe University Act 1964*.

“**Vice-Chancellor**” means the Vice-Chancellor of La Trobe University or delegate.

“**WRA**” means the *Workplace Relations Act 1996* (Cth) as amended from time to time and any successor legislation.

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**SCHEDULE 1
Shortened Classification Descriptors**

Classification Dimensions	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
<p>Training Level or Qualifications.</p> <p>Defined Qualifications or an equivalent alternate combination of relevant knowledge, training and/or experience.</p>	<p>Work experience prior to engagement. Structured on the job training will be provided to entrants at this level.</p>	<ul style="list-style-type: none"> Year 12 with nought to 12 months relevant work experience, or year 10 and 2 to 3 years relevant work experience. 	<ul style="list-style-type: none"> A trades certificate, or Year 12, with at least 1 year's subsequent relevant work experience, or a certificate or associate diploma with no relevant on the job experience, Staff advancing through this level may perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma. 	<ul style="list-style-type: none"> An associate diploma level qualification with relevant work related experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or a post-trade certificate or advanced certificate and subsequent relevant experience, or a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills. 	<ul style="list-style-type: none"> A degree without subsequent relevant work experience, or an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or a certificate, a post-trades certificate or advanced certificate and extensive subsequent relevant experience. 	<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. 	<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. 	<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. 	<ul style="list-style-type: none"> Extensive management expertise and supporting experience, or postgraduate qualifications and extensive relevant experience. 	<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.
Task Level	<p>Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of</p>	<p>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</p>	<p>Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the</p>	<p>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</p>	<p>Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of</p>	<p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.</p>	<p>Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to</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</p>	<p>Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the</p>	<p>Complex, significant and high level creative planning, program and managerial functions with clear accountability for program</p>

LA TROBE UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2004 – 2008

Classification Dimensions	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
	materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.		best approach to a given task.		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.	Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.	solve problems. In professional or technical positions, may be a recognised authority in a specialised area.	may involve the integration of other specific bodies of knowledge.	corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.	performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Judgement and Problem Solving	Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.	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.	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 co-ordinating a team to provide an administrative service.	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.	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.	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.	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.	Be fully responsible for the achievement of significant organisational objectives and programs.
Level of Supervision and Independence	Close supervision or, in the case of more experienced staff working alone, routine supervision.	Routine supervision of straightforward tasks; close supervision of more complex tasks.	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.	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,	In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.	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.	Broad direction. May manage other administrative, technical and/or professional staff.	As for level 7	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.	As for level 9

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Classification Dimensions	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
				including liaison with staff at higher levels. May undertake stand alone work						
Organisational Relationships and Impact	May provide straightforward information to others on building or service locations.	Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.	As for Level 4	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.	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.	The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.	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.	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.

SCHEDULE 2

**SALARY SCALES
LA TROBE UNIVERSITY
Academic Rates**

Classification	Point	1 July 04	9-Jul-05	7-Jan-06	8-Jul-06	7-Jul-07	5 Jul 08
			3%	4%	4%	3%	4%
LEVEL A	01	\$39,815	\$41,009	\$42,649	\$44,355	\$45,686	\$47,513
	02	\$42,089	\$43,352	\$45,086	\$46,889	\$48,296	\$50,228
	03	\$44,363	\$45,694	\$47,522	\$49,423	\$50,906	\$52,942
	04	\$46,639	\$48,038	\$49,960	\$51,958	\$53,517	\$55,658
	05	\$48,487	\$49,942	\$51,940	\$54,018	\$55,639	\$57,865
*	06	\$50,336	\$51,846	\$53,920	\$56,077	\$57,759	\$60,069
	07	\$52,184	\$53,750	\$55,900	\$58,136	\$59,880	\$62,275
	08	\$54,034	\$55,653	\$57,879	\$60,194	\$62,000	\$64,480
LEVEL B	01	\$56,878	\$58,584	\$60,927	\$63,364	\$65,265	\$67,876
	02	\$59,011	\$60,781	\$63,212	\$65,740	\$67,712	\$70,420
	03	\$61,141	\$62,975	\$65,494	\$68,114	\$70,157	\$72,963
	04	\$63,276	\$65,174	\$67,781	\$70,492	\$72,607	\$75,511
	05	\$65,408	\$67,370	\$70,065	\$72,868	\$75,054	\$78,056
	06	\$67,542	\$69,568	\$72,351	\$75,245	\$77,502	\$80,602
LEVEL C	01	\$69,673	\$71,763	\$74,634	\$77,619	\$79,948	\$83,146
	02	\$71,808	\$73,962	\$76,920	\$79,997	\$82,397	\$85,693
	03	\$73,940	\$76,158	\$79,204	\$82,372	\$84,843	\$88,237
	04	\$76,074	\$78,356	\$81,490	\$84,750	\$87,293	\$90,785
	05	\$78,204	\$80,550	\$83,772	\$87,123	\$89,737	\$93,326
	06	\$80,339	\$82,749	\$86,059	\$89,501	\$92,186	\$95,873
LEVEL D	01	\$83,894	\$86,411	\$89,867	\$93,462	\$96,266	\$100,117
	02	\$86,736	\$89,338	\$92,912	\$96,628	\$99,527	\$103,508
	03	\$89,578	\$92,265	\$95,956	\$99,794	\$102,788	\$106,900
	04	\$92,424	\$95,197	\$99,005	\$102,965	\$106,054	\$110,296
LEVEL E	01	\$108,067	\$111,309	\$115,761	\$120,391	\$124,003	\$128,963
Research Assistant	01	\$36,352	\$37,443	\$38,941	\$40,499	\$41,714	\$43,383
	02	\$37,540	\$38,666	\$40,213	\$41,822	\$43,077	\$44,800
	03	\$39,815	\$41,009	\$42,649	\$44,355	\$45,686	\$47,513

** Any Level A academic required to carry out full subject co ordination duties as part of their normal duties or who on appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than this point.*

SCHEDULE 2

**SALARY SCALES
LA TROBE UNIVERSITY
Casual Academic Rates**

	1 July 04	9-Jul-05 3%	7-Jan-06 4%	8-Jul-06 4%	7-Jul-07 3%	5 Jul 08 4%
Lecturing						
A: Basic	\$ 108.96	\$ 112.20	\$ 116.70	\$ 121.38	\$ 125.01	\$ 130.02
B: Developed	\$ 145.28	\$ 149.60	\$ 155.60	\$ 161.84	\$ 166.68	\$ 173.36
C: Specialised	\$ 181.60	\$ 187.00	\$ 194.50	\$ 202.30	\$ 208.35	\$ 216.70
D: Repeat	\$ 72.64	\$ 74.80	\$ 77.80	\$ 80.92	\$ 83.34	\$ 86.68
Tutoring						
E: Normal	\$ 77.70	\$ 80.04	\$ 83.25	\$ 86.58	\$ 89.16	\$ 92.73
F: Repeat	\$ 51.80	\$ 53.36	\$ 55.50	\$ 57.72	\$ 59.44	\$ 61.82
G: Normal (Phd/subject coordination)	\$ 92.94	\$ 95.73	\$ 99.54	\$ 103.53	\$ 106.62	\$ 110.91
H: Repeat (Phd/subject coordination)	\$ 61.96	\$ 63.82	\$ 66.36	\$ 69.02	\$ 71.08	\$ 73.94
Clinical Nurse Educator						
I: Normal	\$ 51.80	\$ 53.36	\$ 55.50	\$ 57.72	\$ 59.44	\$ 61.82
J: Small preparation	\$ 38.85	\$ 40.02	\$ 41.63	\$ 43.29	\$ 44.58	\$ 46.37
K: Normal (Phd/subject coordination)	\$ 61.96	\$ 63.82	\$ 66.36	\$ 69.02	\$ 71.08	\$ 73.94
L: Small (Phd/subject coordination)	\$ 46.47	\$ 47.87	\$ 49.77	\$ 51.77	\$ 53.31	\$ 55.46
Marking						
M: High level	\$ 36.32	\$ 37.40	\$ 38.90	\$ 40.46	\$ 41.67	\$ 43.34
N: Routine	\$ 25.90	\$ 26.68	\$ 27.75	\$ 28.86	\$ 29.72	\$ 30.91
O: Routine (Phd/subject coordination)	\$ 30.98	\$ 31.91	\$ 33.18	\$ 34.51	\$ 35.54	\$ 36.97
Other required academic activity						
P: Other academic activities	\$ 25.90	\$ 26.68	\$ 27.75	\$ 28.86	\$ 29.72	\$ 30.91
Q: Other academic activities (Phd/subject coordination)	\$ 30.98	\$ 31.91	\$ 33.18	\$ 34.51	\$ 35.54	\$ 36.97
Base casual rates						
Normal rate	\$ 25.90	\$ 26.68	\$ 27.75	\$ 28.86	\$ 29.73	\$ 30.91
Level a Phd/coord	\$ 30.98	\$ 31.91	\$ 33.18	\$ 34.51	\$ 35.54	\$ 36.97
Casual research						
Casual Research Assistant 1	\$ 22.17	\$ 22.84	\$ 23.75	\$ 24.70	\$ 25.44	\$ 26.20
Casual Research Assistant 2	\$ 24.69	\$ 25.43	\$ 26.45	\$ 27.51	\$ 28.33	\$ 29.18
Casual Senior Research Assistant	\$ 29.11	\$ 29.98	\$ 31.18	\$ 32.43	\$ 33.40	\$ 34.40

SCHEDULE 2

**SALARY SCALES
LA TROBE UNIVERSITY
Casual Academic Rates**

1. Hours of Engagement

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

Reasonably contemporaneous marking shall normally be conducted within 7 days of an engagement.

2. Casual Lecturing

A casual academic employee required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of lecture delivered according to the table below. Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

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 3 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 any marking and student consultation reasonably contemporaneous with it.

3. Casual Tutoring

A casual academic employee required to deliver or present a tutorial or seminar (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below. Tutorial means any educational delivery described as a tutorial or seminar in a course or unit outline, or in an official timetable issued by the employer.

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 any marking and student consultation reasonably contemporaneous with it
Rate G	Tutorial (PhD/subject coord'n)	consists of 1 hour of delivery and 2 hours of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification
Rate H	Repeat Tutorial (PhD/subject coord'n)	consists of 1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it

4. Undergraduate Clinical Nurse Education

A casual academic employee required to provide undergraduate clinical nurse education with directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of clinical nurse education delivered according to the table below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Rate	Type	Description
Rate I	Normal preparation required	1 hour of delivery and 1 hour of associated working time
Rate J	Little preparation required	1 hour of delivery and 0.5 hour of associated working time
Rate K	Normal preparation required (PhD/subject coord'n)	1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification
Rate L	Little preparation required (PhD/subject coord'n)	1 hour of delivery and 0.5 hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification

5. 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/subject coord'n)	Standard Marking, in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification

6. Other Required Academic Activities

Rate	Type	Description
Rate P		Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer and is so performed by the employee, being work in the nature of, but not limited to: - the conduct of practical classes, demonstrations, workshops, student field excursions; - the conduct of clinical sessions other than clinical nurse education; - the conduct of performance or visual art studio sessions; - musical coaching, repititeurship, musical accompanying other than with special educational service; - development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination; - consultation with students; - supervision; - attendance at departmental and/or faculty meetings as required.
Rate Q	(PhD/subject coord'n)	Other required academic activities as for Rate P, in circumstances where: - full subject coordination duties are required as part of normal duties, or; - the employee holds a relevant doctoral qualification, or;

SCHEDULE 2

**SALARY SCALES
LA TROBE UNIVERSITY
General Staff Rates**

Classification	Point	1 July 04	9-Jul-05	7-Jan-06	8-Jul-06	7-Jul-07	5 Jul 08
			3%	4%	4%	3%	4%
HEO 1	01	\$27,984	\$28,824	\$29,977	\$31,176	\$32,111	\$33,395
	02	\$28,546	\$29,402	\$30,578	\$31,801	\$32,755	\$34,065
	03	\$29,117	\$29,991	\$31,191	\$32,439	\$33,412	\$34,748
	04	\$29,700	\$30,591	\$31,815	\$33,088	\$34,081	\$35,444
HEO 2	01	\$30,212	\$31,118	\$32,363	\$33,658	\$34,668	\$36,055
	02	\$30,816	\$31,740	\$33,010	\$34,330	\$35,360	\$36,774
	03	\$31,432	\$32,375	\$33,670	\$35,017	\$36,068	\$37,511
HEO 3	01	\$31,803	\$32,757	\$34,067	\$35,430	\$36,493	\$37,953
	02	\$32,439	\$33,412	\$34,748	\$36,138	\$37,222	\$38,711
	03	\$33,089	\$34,082	\$35,445	\$36,863	\$37,969	\$39,488
	04	\$33,750	\$34,763	\$36,154	\$37,600	\$38,728	\$40,277
	05	\$34,424	\$35,457	\$36,875	\$38,350	\$39,501	\$41,081
	06	\$35,111	\$36,164	\$37,611	\$39,115	\$40,288	\$41,900
	07	\$35,813	\$36,887	\$38,362	\$39,896	\$41,093	\$42,737
HEO 4	01	\$36,573	\$37,670	\$39,177	\$40,744	\$41,966	\$43,645
	02	\$37,305	\$38,424	\$39,961	\$41,559	\$42,806	\$44,518
	03	\$38,050	\$39,192	\$40,760	\$42,390	\$43,662	\$45,408
	04	\$38,813	\$39,977	\$41,576	\$43,239	\$44,536	\$46,317
HEO 5	01	\$39,752	\$40,945	\$42,583	\$44,286	\$45,615	\$47,440
	02	\$40,548	\$41,764	\$43,435	\$45,172	\$46,527	\$48,388
	03	\$41,358	\$42,599	\$44,303	\$46,075	\$47,457	\$49,355
	04	\$42,186	\$43,452	\$45,190	\$46,998	\$48,408	\$50,344
	05	\$43,028	\$44,319	\$46,092	\$47,936	\$49,374	\$51,349
	06	\$43,889	\$45,206	\$47,014	\$48,895	\$50,362	\$52,376
	07	\$44,767	\$46,110	\$47,954	\$49,872	\$51,368	\$53,423
HEO 6	01	\$46,113	\$47,496	\$49,396	\$51,372	\$52,913	\$55,030
	02	\$47,037	\$48,448	\$50,386	\$52,401	\$53,973	\$56,132
	03	\$47,976	\$49,415	\$51,392	\$53,448	\$55,051	\$57,253
	04	\$48,935	\$50,403	\$52,419	\$54,516	\$56,151	\$58,397
	05	\$49,916	\$51,413	\$53,470	\$55,609	\$57,277	\$59,568
HEO 7	01	\$50,884	\$52,411	\$54,507	\$56,687	\$58,388	\$60,724
	02	\$51,902	\$53,459	\$55,597	\$57,821	\$59,556	\$61,938
	03	\$52,940	\$54,528	\$56,709	\$58,977	\$60,746	\$63,176
	04	\$53,998	\$55,618	\$57,843	\$60,157	\$61,962	\$64,440
	05	\$55,077	\$56,729	\$58,998	\$61,358	\$63,199	\$65,727
	06	\$56,181	\$57,866	\$60,181	\$62,588	\$64,466	\$67,045

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HEO 8	01	\$57,244	\$58,961	\$61,319	\$63,772	\$65,685	\$68,312
	02	\$58,387	\$60,139	\$62,545	\$65,047	\$66,998	\$69,678
	03	\$59,557	\$61,344	\$63,798	\$66,350	\$68,341	\$71,075
	04	\$60,746	\$62,568	\$65,071	\$67,674	\$69,704	\$72,492
	05	\$61,962	\$63,821	\$66,374	\$69,029	\$71,100	\$73,944
	06	\$63,202	\$65,098	\$67,702	\$70,410	\$72,522	\$75,423
	07	\$64,468	\$66,402	\$69,058	\$71,820	\$73,975	\$76,934
	08	\$65,755	\$67,728	\$70,437	\$73,254	\$75,452	\$78,470
HEO9	01	\$66,785	\$68,789	\$71,541	\$74,403	\$76,635	\$79,700
	02	\$68,120	\$70,164	\$72,971	\$75,890	\$78,167	\$81,294
	03	\$69,482	\$71,566	\$74,429	\$77,406	\$79,728	\$82,917
	04	\$70,873	\$72,999	\$75,919	\$78,956	\$81,325	\$84,578
HEO10	01	\$71,555	\$73,702	\$76,650	\$79,716	\$82,107	\$85,391
Jnr HEO1	16*	\$16,790	\$17,294	\$17,986	\$18,706	\$19,267	\$20,037
	17	\$18,190	\$18,736	\$19,485	\$20,264	\$20,872	\$21,707
	18	\$19,589	\$20,177	\$20,984	\$21,823	\$22,478	\$23,377
	19	\$22,387	\$23,059	\$23,982	\$24,941	\$25,689	\$26,716
	20	\$25,186	\$25,942	\$26,979	\$28,058	\$28,900	\$30,056
Jnr HEO2	16*	\$18,127	\$18,671	\$19,418	\$20,195	\$20,801	\$21,633
	17	\$19,638	\$20,227	\$21,036	\$21,878	\$22,534	\$23,436
	18	\$21,148	\$21,783	\$22,654	\$23,561	\$24,268	\$25,239
	19	\$24,170	\$24,894	\$25,890	\$26,926	\$27,734	\$28,844
	20	\$27,191	\$28,006	\$29,126	\$30,292	\$31,201	\$32,450
Apprentice HEO3	01	\$17,492	18,016	18,737	19,487	20,071	\$20,874
	02	\$20,672	21,292	22,144	23,030	23,720	\$24,669
	03	\$25,442	26,206	27,254	28,344	29,194	\$30,362
	04	\$30,213	31,119	32,364	33,659	34,668	\$36,055

* Increment code for juniors indicates age level

Casual General Staff Rates

Classification	Age	1 July 04	9-Jul-05	7-Jan-06	8-Jul-06	7-Jul-07	5 Jul 08
			3%	4%	4%	3%	4%
Casual Junior HEO 1	16yo	\$10.60	\$10.92	\$11.35	\$11.81	\$12.16	\$12.65
	17yo	\$11.48	\$11.83	\$12.30	\$12.79	\$13.17	\$13.70
	18yo	\$12.36	\$12.73	\$13.24	\$13.77	\$14.19	\$14.75
	19yo	\$14.13	\$14.55	\$15.14	\$15.74	\$16.21	\$16.86
	20yo	\$15.90	\$16.37	\$17.03	\$17.71	\$18.24	\$18.97
Casual Junior HEO 2	16yo	\$11.44	\$11.78	\$12.26	\$12.75	\$13.13	\$13.65
	17yo	\$12.39	\$12.77	\$13.28	\$13.81	\$14.22	\$14.79
	18yo	\$13.35	\$13.75	\$14.30	\$14.87	\$15.32	\$15.93
	19yo	\$15.26	\$15.71	\$16.34	\$17.00	\$17.50	\$18.21
	20yo	\$17.16	\$17.68	\$18.38	\$19.12	\$19.69	\$20.48
Casual HEO 1		\$17.66	\$18.19	\$18.92	\$19.68	\$20.27	\$21.08

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Casual HEO 2		\$19.07	\$19.64	\$20.43	\$21.24	\$21.88	\$22.76
Casual HEO 3		\$20.07	\$20.68	\$21.50	\$22.36	\$23.03	\$23.95
Casual HEO 4		\$23.08	\$23.78	\$24.73	\$25.72	\$26.49	\$27.55
Casual HEO 5		\$25.09	\$25.84	\$26.88	\$27.95	\$28.79	\$29.94
Casual HEO 6		\$29.10	\$29.98	\$31.18	\$32.42	\$33.40	\$34.73
Casual HEO 7		\$32.12	\$33.08	\$34.40	\$35.78	\$36.85	\$38.33
Casual HEO 8		\$36.13	\$37.21	\$38.70	\$40.25	\$41.46	\$43.12
Casual HEO 9		\$42.15	\$43.42	\$45.15	\$46.96	\$48.37	\$50.30

Traineeship rates

School Level	Years out of School	1 July 04	9 July 05 3%	7 Jan 06 4%	8 July 06 4 %	7 July 07 3 %	5 July 08 4 %
Year 10	0(50%)*	\$8,944	\$9,212	\$9,581	\$9,964	\$10,263	\$10,673
	0(33%)*	\$10,404	\$10,716	\$11,145	\$11,591	\$11,938	\$12,416
	1	\$12,473	\$12,847	\$13,361	\$13,895	\$14,312	\$14,885
	2	\$15,150	\$15,604	\$16,228	\$16,877	\$17,384	\$18,079
	3	\$17,644	\$18,173	\$18,900	\$19,656	\$20,245	\$21,055
	4	\$20,504	\$21,119	\$21,963	\$22,842	\$23,527	\$24,468
	5 or more	\$23,484	\$24,189	\$25,156	\$26,163	\$26,947	\$28,025
Year 11	0(33%)*	\$11,073	\$11,405	\$11,861	\$12,336	\$12,706	\$13,214
	0(25%)*	\$10,404	\$10,716	\$11,145	\$11,591	\$11,938	\$12,416
	1	\$15,150	\$15,604	\$16,228	\$16,877	\$17,384	\$18,079
	2	\$17,644	\$18,173	\$18,900	\$19,656	\$20,245	\$21,055
	3	\$20,504	\$21,119	\$21,963	\$22,842	\$23,527	\$24,468
	4	\$23,484	\$24,189	\$25,156	\$26,163	\$26,947	\$28,025
Year 12	0	\$15,150	\$15,604	\$16,228	\$16,877	\$17,384	\$18,079
	1	\$17,644	\$18,173	\$18,900	\$19,656	\$20,245	\$21,055
	2	\$20,504	\$21,119	\$21,963	\$22,842	\$23,527	\$24,468
	3	\$23,484	\$24,189	\$25,156	\$26,163	\$26,947	\$28,025
School Based Traineeships							
Year 11		\$11,378	\$11,719	\$12,188	\$12,675	\$13,055	\$13,578
Year 12		\$12,473	\$12,847	\$13,361	\$13,895	\$14,312	\$14,885

**SCHEDULE 3
LOCAL FLEXIBILITY ARRANGEMENTS**

1 Cleaning and Security Staff Employed at Bendigo Campus Prior to 1994

- 1.1 An employee required to work on an afternoon or night shift on Monday to Friday inclusive shall be paid the ordinary rate plus 15%, on a Saturday 50%, on a Sunday 100%, on a holiday 150% for any ordinary hours worked. An employee who is not given 72 hours notice before a shift change occurs shall be paid an additional allowance of 50%. An employee whose rostered day off falls on a holiday shall be granted one days leave in lieu of such holiday.
- 1.2 An employee whose ordinary hours of duty are performed over 7 days a week including Sundays and holidays shall be granted 5 additional recreation leave days, where the rostered time of ordinary duty includes at least 10 Sundays. Where the rostered time of ordinary duty includes less than 10 Sundays, the employee shall be granted additional leave at the rate of half a day in respect of each Sunday so rostered. Additional recreational leave shall be exclusive of non-working days and holidays.

2 Cleaning Staff on All Campuses

- 2.1 For any period of duty worked between the hours of 5:00pm and 9:00am an employee will be paid an additional allowance at the rate of 15% of the hourly rate for the appropriate classification set out in Schedule 2 for each ordinary hour worked. Provided that an employee whose duty finishes after 6:00pm and before midnight shall, for all ordinary hours worked on such shift, be paid an additional allowance at the rate of 15% of the hourly rate with the appropriate classification as set out in Schedule 2.
- 2.2 For any period of duty worked between midnight Sunday and 8:am Saturday an employee shall be paid for each hour worked an additional allowance at the rate of 30% of the hourly rate for the appropriate classification as set out in Schedule 2.

3. Boiler Attendants Overtime

3.1 Overtime

The following provisions will apply to Boiler Attendants;

- (a) The University shall require overtime to be worked on Saturdays and Sundays and shall pay a minimum of four hours overtime for each Saturday and Sunday worked by each boiler 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 boiler 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 boiler attendants shall not result in further penalty payments other than the overtime as set out in Clause 3.1 above.

4 Continuous On-Call Arrangements for ITS Services

- 4.1 This Local Flexibility Arrangement has been developed to address the University's ICT strategic need to provide continuous support for critical ICT infrastructure.
- 4.2 ITS staff may be required to provide 24 hour support for critical ICT services. The following applies to ITS staff who have reached agreement with the Chief Information Officer to be part of the continuous on-call roster. Continuous on-call arrangements are voluntary for existing staff.
- 4.2.1 Continuous on-call is defined as any period which is of 4 weeks duration or longer.

LA TROBE UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2004 – 2008

- 4.2.2 An on-call week is defined as the 7 days Monday to Sunday. Staff will not be required to be on-call on Good Friday and Christmas Day.
- 4.2.3 Staff may opt out of the continuous on-call roster providing they give 3 month's notice. The University must provide 1 month's notice to staff who are no longer required on the continuous on-call roster.
- 4.2.4 Staff will not be required to be on-call any more than an average of 1 week in 3 over a 1 year period and not more than 1 week in 2 to cover absences. Staff may choose to be on-call more than 1 week in 3 which will be allowed subject to approval by the Chief Information Officer or delegate.
- 4.2.5 Staff will be provided with a computer and broadband internet connection to address issues from home. Where call outs can not be resolved from home, the staff member must attend on-site to deal with the problem.
- 4.2.6 Staff can claim distance travelled at the standard rate for call outs that require on-site attendance, or be reimbursed for the cost of a taxi.
- 4.2.7 Continuous on-call staff must remain in a fit state to work and must be able to attend on-site within a reasonable time, no more than 2 hours.
- 4.2.8 Staff will be paid a 40% loading on their base weekly salary for each full week on call. On call periods of less than 1 week's duration will be paid an equivalent daily *pro rata* rate.
- 4.2.9 All staff who are rostered to be on continuous on-call will be paid the following overtime amount:
- a) Single time for a minimum of 1 hour for a call or calls dealt with at home;
 - b) Penalty rates as set out in Clause 23.6 for a minimum call of 3 hours for a call-out to attend on site.
- 4.2.10 Calls which occur within 3 hours of a previous call will be treated as a continuation of the previous call.
- 4.1.11 Where the staff member is required to attend on-site, travel time to and from the site is included in the overtime.
- 4.2.12 Staff who respond to a call will be entitled to a 10 hour break between completion of the call and the start of the next working day, on full pay.
- 4.2.13 All other *ad hoc* stand by and call out arrangements will be paid in accordance with Clause 23 of this Agreement.

SCHEDULE 4 MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALs)

Part 1 Teaching and Research Academic Staff

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her professional discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics shall be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake teaching and research without the need for close supervision in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

Part 2 Research Academic Staff (inclusive of creative disciplines)

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team, and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

Level B

A Level B research academic will normally have experience in research or scholarly activities which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research which have a significant impact on his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others, and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

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

LA TROBE UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2004 – 2008

Signed for and on behalf of

LA TROBE UNIVERSITY

Signature _____

Title _____

Date _____

In the Presence of _____

Date _____

NATIONAL TERTIARY EDUCATION UNION

Signature _____

Title _____

Date _____

In the Presence of _____

Date _____

COMMUNITY AND PUBLIC SECTOR UNION

Signature _____

Title _____

Date _____

In the Presence of _____

Date _____

AUSTRALIAN LIQUOR, HOSPITALITY & MISCELLANEOUS WORKERS UNION

Signature _____

Title _____

Date _____

In the Presence of _____

Date _____