

MONASH UNIVERSITY ENTERPRISE AGREEMENT (TRADES AND SERVICES STAFF – CATERING AND RETAIL, CLEANING AND CARETAKING, AND MISCELLANEOUS SERVICES STAFF) 2005

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This Agreement shall be known as the Monash University Enterprise Agreement (Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005.

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3. DEFINITIONS

“HEW” means Higher Education Worker.

“JCC” means Joint Consultative Committee as established in clause 10 of this agreement.

“MES” means Monyx Education Services Pty Ltd.

“MES Staff” means staff employed by the University, under the management of MES.

“MRS” means the Monash Residential Services Accommodation Units.

“Ordinary time earnings” means the staff member’s salary payable in accordance with the relevant classification as set out in Schedule 2 of this Agreement, plus any part-time loading (where applicable).

“Position Classification Standards” means the Higher Education Worker classification descriptors for contained in the Classification Manual of the University dated at 28 October 2005.

"Reasonable Travelling Time" means the period of time normally required to travel from the place of residence of the Trades and Services Staff member to his/her normal workplace and back.

"Representative" means a person chosen by a Trades and Services Staff member but not a practicing barrister or solicitor.

"Service" for the purpose of determining the leave entitlement of a staff member and for all other purposes means:

- any period of paid leave with long service leave taken on half pay counting as normal service;
 - any continuous period of sick leave without pay not exceeding twenty working days;
 - any period of sick leave without pay not exceeding, in the aggregate, twenty working days in any year of service;
 - any period of parental leave as per Schedule 5 hereof not exceeding 26 weeks;
 - any period of leave without pay for the purpose of contesting elections to Federal or State Parliament;
 - any period of arbitration leave without pay;
 - any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service;
 - time worked on WorkCover rehabilitation with the University after the expiry of accident compensation leave or make-up pay; and
 - any school term breaks during which Program Assistants of the University's Elwyn Morey Centre are stood down
- but excludes periods or roster cycles during which an MES Food and Beverage seasonal catering staff member or MES Retail (other than Monash University Bookshop) seasonal staff member is not engaged. Provided that where a staff member's service is not continuous, the aggregate period of service including service recognised from previous employers shall count as service for the purpose of determining the staff member's entitlement to long service leave.

"Suitable Vacant Position" means a position at the staff member's current classification and for which the staff member has the appropriate skills and qualifications level.

"Trades and services staff" or "staff" for the purposes of this Agreement means employees of Monash University who are employed in one of the following classifications:

- Catering;
- Retail Services;
- Tea Attendants;
- Cleaning and/or Caretaking including Stewards;
- Childcare Workers, including Kindergarten and Playcentre Assistants;
- Kindergarten Teachers;
- Mothercraft Nurses;
- Security Patrol at Peninsula Campus;
- Control Room Operators of the Security and Traffic Section on Clayton Campus; and
- Storage services staff.

"University" means Monash University, a body politic and corporate established under the *Monash University Act 1958* and comprises all of its campuses wherever situated.

"University Policy" means the policy of the University as in force and varied from time to time.

"Vice-Chancellor" means the Vice-Chancellor of Monash University or his/her nominated delegate.

4. INTENTION OF AGREEMENT

4.1 This Agreement provides a series of changes, reforms and initiatives consistent with the University's objective of achieving a competitive, world standard, internationally recognised higher education institution committed to the highest quality outcomes in teaching, learning, research and a wide range of professional and community activities.

4.2 The intention of this Agreement is to provide for productivity and efficiency based pay increases to trades and services staff and to ensure that terms and conditions of employment are facilitative of the University's strategic focus within a harmonious industrial relations environment.

4.3 The closed and comprehensive nature of this Agreement is designed to simplify and provide enhanced accessibility to information regarding the terms and conditions of Trades and Services Staff employment within the University.

5. OPERATION OF AGREEMENT

This Agreement shall come into force on the date of its certification in the Australian Industrial Relations Commission and its nominal expiry date will be 31 March 2008.

6. APPLICATION AND PARTIES BOUND

This Agreement shall be binding according to its terms upon Monash University, the registered organisation of employees listed in Schedule 1, its officers and upon trades and services staff of the University with the exception of Trades and Services Staff who are party to an AWA, made before, on or after the date of this Agreement, that operates to the exclusion of this Agreement.

7. OPERATION OF EXTANT AWARDS AND AGREEMENTS

7.1 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. This clause does not limit implementation of this Agreement.

7.2 The parties intend that the prohibitions of section 170MN of the Act will apply to all issues and/or claims between the parties (whether known to the parties or not, past, present or future) whether or not currently encompassed by the Agreement. This shall not prevent disputes or grievances being raised utilising the procedures provided for in this Agreement.

7.3 This Agreement is closed and comprehensive and wholly displaces any award (existing or future) and any agreements which but for the operation of this Agreement would apply. In addition, this Agreement displaces any existing local custom and practice arrangements.

7.4 All Trades and Services Staff members are subject to the University Policies and procedures however such policies and procedures do not form part of this Agreement.

8. AVAILABILITY OF AGREEMENT

Copies of this Agreement shall be displayed in a well-publicised and easily accessible place on each campus of the University and in trades and services workshops and shall be available upon request by any Trades and Services Staff member.

PART 2 – CONDITIONS APPLYING IN COMMON TO ALL TRADES AND SERVICES STAFF

Section 1 – Communication, Consultation and Dispute Resolution

9. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

The University will notify affected staff and where a staff member chooses, the affected staff member's Representative(s), and the JCC, where a proposed significant and substantial change will affect staff. "Significant and substantial change" will include, but not be limited to, outsourcing or contracting out and changes to university employment policies that have a significant and substantial impact on staff terms and conditions of employment.

If a decision to proceed is made by the University, then management will consult with the affected staff and where the staff members choose, with their Representative(s), or where the staff members choose, with the JCC about the implementation of that change. The consultations will be conducted within a framework which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University's decision-making processes.

10. JOINT CONSULTATIVE COMMITTEE

10.1 A Joint Consultative Committee (JCC) shall be established. The Committee will:

- perform the consultative functions assigned to it by this Agreement; and
- develop and recommend principles relating to flexible work arrangements;

10.2 The JCC will comprise:

- a chair who is a Trades and Services Staff member and who is elected by Trades and Services Staff; and
- Two elected members of Trades and Services Staff and two persons nominated by the Union; and
- At least two and up to five management representatives as determined and nominated by the University.

10.3 Committee Pool

Elections will be held for an additional three Trades and Services Staff members, to be elected by all Trades and Services Staff, who with the JCC Chairperson and two elected staff members on the JCC will make up a pool of Trades and Services Staff members from whom the Chairperson of the JCC can nominate committee members for the purposes of clauses 11 and 27 and 28.

Members of JCC will serve for the nominal life of this Agreement and will be eligible for re-election or reappointment. Should an elected member resign from the JCC during her or his term, the University will conduct an election commencing within four weeks to replace the member until the next scheduled election. Should a nominated member resign from JCC, a new member will be nominated by the Union or the University, as the case may be.

11. DISPUTE SETTLING PROCEDURES

11.1 Where any dispute arises as to the application of this Agreement:

11.1.1 In the first instance, the Trade and Services Staff member and his/her supervisor shall discuss the dispute in an attempt to resolve the dispute. The Trades and Services Staff member may choose to be accompanied by a Representative of his or her choice.

11.1.2 Where a dispute remains unresolved, at the request of either party to the dispute, a Disputes Committee shall be convened within one working week unless agreed otherwise by the Disputes Committee. The Disputes Committee shall consist of:

- two management nominees; and
- two nominees of the Chairperson of the JCC drawn from a pool of elected staff members in accordance with clause 10.

All nominees will be selected in a timely fashion.

11.1.3 The Disputes Committee shall attempt to resolve the matter within one working week of its first meeting. Any resolution shall be in the form of a written Agreement subject, if necessary, to ratification by the parties to the dispute.

11.2 Until the procedures described above have been exhausted:

- work shall continue in the normal manner;
- no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement;
- management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and
- the subject matter of the dispute shall not be taken to the Australian Industrial Relations Commission by any party to the dispute.

11.3 Should the dispute not be resolved by the processes referred to above the matter may be referred to the Australian Industrial Relations Commission for conciliation or arbitration by either party to the dispute in which case the parties to the dispute shall be bound by any recommendation or decision of the Commission.

11.4 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party to the dispute may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity or the Australian Industrial Relations Commission may act of its own motion to take steps to vary the Agreement.

SECTION 2 – UNIVERSITY AND STAFF MEMBERS’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

12. GENUINE CHOICE IN AGREEMENT MAKING

- 12.1 The University may offer AWAs to its Trades and Services Staff. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of the Agreement to the extent of any inconsistency, as specified in each AWA.
- 12.2 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 the Trades and Services Staff member with a summary of this Agreement and access to this Agreement.
- 12.3 At the time of offering the AWA the University will advise any Trades and Services Staff member or prospective Trades and Services Staff member of his/her right to appoint a Bargaining Agent and will allow the Trades and Services Staff member or prospective Trades and Services Staff member at least 14 or 5 days respectively to consider the AWA as required.

13. PROBATIONARY EMPLOYMENT

- 13.1 Subject to clauses 13.2 and 13.3 below, a three-month probation period shall apply to all new fixed-term or continuing full-time and part-time appointments to Trades and Services Staff positions.
- 13.2 For fixed-term contracts of less than six months duration, the period of probation shall not exceed 50% of the contract term subject to clause 13.3 below.
- 13.3 Probation periods do not apply in the case of:
- transfer;
 - secondment;
 - pre-retirement contracts;
 - second or subsequent fixed-term or seasonal contract unless the second or subsequent contract is for a position where the duties are substantially different; or
 - contracts for periods of less than three months.
- 13.4 The period of probation will be notified to the Trades and Services Staff member in advance of the commencement of his/her appointment.
- 13.5 Upon the Trades and Services Staff member's commencement of appointment, he/she will be notified of the name of his/her supervisor.
- 13.6 The employment of a probationary Trades and Services Staff member who does not meet the goals and objectives of the position may be terminated by the giving of one week's notice or payment in lieu thereof during the probation period or by payment in lieu of one week's notice upon completion of the probation period.

14. FULL-TIME EMPLOYMENT

Any Trades and Services Staff member not engaged in casual, part-time or seasonal employment shall be a Trades and Services Staff member engaged in full-time employment.

15. PART-TIME EMPLOYMENT

- 15.1 A part-time staff member is one who is employed by the University and who is ready, willing and available to work on a regular basis any agreed number of hours less than the full number of hours normally worked by comparable full-time staff members, provided that the number of hours worked may vary from week to week by mutual agreement between the University and the staff member.
- 15.2 A part-time staff member shall be paid per hour of ordinary time worked or taken as paid leave one thirty-eighth of the weekly rate prescribed for the classification in which the staff member is engaged.
- 15.3 A part-time staff member is entitled to all the entitlements available to full-time staff members arising out of this Agreement, including leave, on a proportionate basis dependent on the staff member's fraction of full-time employment. Provided that where a staff member is entitled to paid leave in accordance with this Agreement and the staff member is employed on a part-time basis, the staff member shall not by reason of being a part-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but shall be paid pro rata for any such leave. In all cases, leave will accrue during service at the current fraction of full-time employment of the staff member.

15.4 Subject to the provisions of this clause, all other provisions of this Agreement applicable to full-time staff members shall apply to part-time staff members.

16. FRACTIONAL APPOINTMENT SCHEME FOR RETIREMENT PLANNING PURPOSES

Trades and Services Staff who wish to reduce their time commitment during the latter part of their careers at the University may apply for the voluntary fractional employment scheme detailed below.

16.1 Participation in the scheme is voluntary.

16.2 Trades and Services Staff are eligible to participate in the scheme when they are within five years or less of being eligible to receive a retirement benefit from their superannuation scheme. Trades and Services Staff need not be full-time (1.0) to be eligible.

16.3 Fractional appointments are to be limited to fractions of not less than 0.3 and not more than 0.8 of full-time.

16.4 Eligible Trades and Services Staff members will transfer to a fractional fixed-term contract of no greater than five years in length with the University paying a subsidy to maintain any employer contributions to UniSuper (or equivalent State Superannuation provisions) at the rate applicable for the former substantive continuing appointment. The reduced fraction may be varied in accordance with the terms of the fixed term contract, including reverting to the Trades and Services Staff member's original fraction.

16.5 The Trades and Services Staff member will make superannuation employee contributions at the level appropriate to his/her new fraction of appointment. The University will also provide a subsidy payment sufficient to ensure the retention of superannuation benefits appropriate to the former substantive continuing appointment.

16.6 The workload and pattern would be determined by the head of the administrative unit and approved by the head of the administrative group, according to a role and responsibilities, agreed between the Head and the staff member, appropriate to the fraction of full-time appointment.

16.7 Further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.

16.8 Annual leave, sick leave and long service leave will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate clearing any excess annual and long service leave credits i.e. over 30 days and 109.2 days respectively.

16.9 The Deputy Vice-Chancellor, on the recommendation of the Dean or equivalent, may approve a request for early retirement with supplementary payment based on an appropriate scheme being available and any benefit normally being determined against the former substantive appointment with the retirement benefit reduced by supplementary payments made under this scheme.

16.10 Staff who transfer to a fixed-term contract in accordance with this provision will be ineligible for conversion as provided in clause 18 of this Agreement.

17. CASUAL EMPLOYMENT

17.1 A casual Trades and Services Staff member is one engaged by the hour and paid by the hour. Casual Trades and Services Staff members are not entitled to paid or unpaid leave of any kind, nor covered by:

- 13 – Probationary Employment
- 16 – Fractional Appointment Scheme for Retirement Planning Purposes
- 18 – Fixed-term Employment
- 21 – Redeployment and Redundancy
- 22 – Termination of Employment other than Redundancy
- 25 – Apprentice Rates
- 26 – Incremental Advancement and Performance Enhancement
- 36, 53.3 61, 66, 76 – Overtime and hours
- 35, 52 – Span of Hours
- 54, 68, 77– Weekend Work
- 57, 76– Shift Work and Shift Allowance

- 17.2 A casual Trades and Services staff member will be paid for a minimum of 2 hours for each period of engagement except this prescribed minimum engagement payment will not apply to casual Trades and Services Staff members who are students of the University and who work two or more hours in a fortnightly payroll period.

For the purposes of this clause, "engagement" means the period or periods for which the University notifies the staff member that he/she is so required to attend on any one day. Each period of engagement stands alone.

18. FIXED-TERM EMPLOYMENT

- 18.1 "Fixed-term employment" means full-time or fractional employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unsatisfactory performance, serious or wilful misconduct or where the work is no longer required to be undertaken in which case 21 would apply.

- 18.2 Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member, other than an apprentice will be entitled to all the benefits of a continuing staff member (other than any redundancy benefits) in the same classification of employment.

- 18.3 The University will provide to a fixed-term staff member written notice that at the expiry of the contract the University intends to:
- (a) continue the position or a position with the same or substantially similar duties; or
 - (b) discontinue the position.

- 18.4 Written notice will be the greater of any contractual entitlement to notice of the University's intention to renew, or not to renew employment, or the following notice periods:

<i>Period of continuous service</i>	<i>Period of notice</i>
Up to the completion of 3 years	2 weeks *
3 years and up to the completion of 5 years	3 weeks *
5 years or over	4 weeks *
	*In addition, a staff member over the age of 45 years at the time of the giving of notice and with not less than two years' continuous service will be entitled to an additional week's notice.

Offer of Further Employment

- 18.5 Where the University has made a determination in accordance with 18.3 (a), the incumbent will be offered further employment in the position or a position with the same or substantially similar duties provided that the incumbent was employed through a competitive and open selection process and has performed satisfactorily in the position.

Right to Apply for Conversion

- 18.6 Where further fixed-term employment is offered under 18.5, the staff member may apply for conversion to continuing employment on the same salary and classification. The University will consider the application and may refuse conversion on reasonable grounds, which may include but are not limited to:

The staff member is:

- a Monash University Student;
- a genuine retiree;
- subject to disciplinary action;
- on a pre-retirement contract;
- is on a general staff salary above HEW Level 10.

The position is:

- for a specific task or project, or funded by identifiable funding external to the University (which may include research/grant funds but does not include Government operating grants or funding from fees paid by or on behalf of students);
- in a new organisational area for up to 2 years;
- filling a temporary vacancy or meeting a curriculum requirement for recent professional practical or commercial experience;
- in a discontinuing organisational work area or part of such an area consisting of 3 or more staff.

Severance Pay

18.7 Subject to clause 18.10, at the expiry of a fixed-term contract, and where the University does not renew the contract, severance will be payable to a staff member seeking to continue the employment where the same or substantially the same duties are no longer required, and the staff member is:

- (a) On a first fixed-term contract of more than three years or any second or subsequent contract, where the continuous period of service is more than 3 years; or
- (b) On any second or subsequent fixed-term contract for:
 - a specific task or project;
 - work that requires recent professional practical or commercial experience;
 - work in a new organisational area for up to 2 years;
 - work in a discontinuing organisational area or part of such an area consisting of 3 or more staff.

<i>Length of continuous service</i>	<i>Severance pay</i>
Up to the completion of 3 years	4 weeks
3 years and up to the completion of 4 years	6 weeks
4 years and up to the completion of 5 years	7 weeks
5 years and up to the completion of 6 years	8 weeks
6 years and up to the completion of 7 years	10 weeks
7 years and up to the completion of 8 years	12 weeks
8 years and up to the completion of 9 years	14 weeks
9 years and up to the completion of 10 years	16 weeks
10 years and over	18 weeks

18.8 For the purposes of clause 18.7, breaks between fixed-term appointments of up to two times per year and of up to 6 weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service.

Pro Rata Long Service Leave

18.9 In addition to any other sum payable, a staff member entitled to severance pay will also be entitled to pro rata payment of long service leave provided he/she has continuous service of at least 5 years, calculated from the date of commencement on a fixed-term contract which commenced on or after the date of certification of this Agreement.

Savings Provisions

18.10 The following provisions apply to staff members who commenced fixed-term employment prior to the date of certification of this Agreement.

- (a) Clause 18.5 and 18.7 shall not apply.
- (b) Staff members employed in a new organisational area on contract(s) of up to three years duration will be entitled to severance pay of 5 weeks for up to two years' service or 7 weeks' pay (for between two and three years' service) if they are not offered further employment at the expiry of the contract(s).
- (c) Where a staff member is employed for a specific task or project the following terms will apply:

<i>Length of continuous service</i>	<i>Severance pay</i>
Up to the completion of 2 years (except that general staff members will not be eligible for severance pay for less than one year of service)	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay capped

19. HIGHER DUTIES

- 19.1 Where required by the University and accepted by the staff member, a Trades and Services staff member who is required to act in a position of higher classification than that which the Trades and Services Staff member occupies shall be paid a higher duties allowance which shall be regarded as salary for calculating all other types of allowances including overtime. The minimum period of acting in a higher level position is 2 hours provided that where the period of acting service in the higher position is continuous for more than two hours during one day or shift, the staff member shall be paid the higher duties allowance for such day or shift.
- 19.2 Where a staff member qualifies for payment of a higher duties allowance the allowance shall be payable from the date the staff member commenced to perform the higher duties.
- 19.3 The higher duties allowance shall be the difference between the Trades and Services Staff member's salary and the salary payable had the Trades and Services staff member been promoted to the higher office. If the Trades and Services Staff member is not performing the full range of the duties of the higher level position, they shall be paid a pro rata amount.
- 19.4 A Trades and Services member shall be eligible to receive an increment at the higher level position if they have served for a continuous period of twelve months at the higher level, or a total period of twelve months over a twenty-four month period.
- 19.5 If a Trades and Services member is promoted to the higher level position, they shall not suffer any reduction in remuneration and shall be promoted on the same incremental level at which they were acting and any periods of acting at the higher level shall be taken into account in determining future increments.
- 19.6 A Trades and Services staff member who is acting in a higher level position shall be entitled to continue to receive a higher duties allowance when they proceed on paid leave or a rostered day off, other than long service leave, provided the acting in the higher level position would have continued but for the taking of leave.

20. STAND DOWN OF STAFF MEMBERS

The University has the right to deduct payment for any day the Trades and Services Staff member cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the University cannot reasonably be held responsible.

For the purposes of this clause, "any stoppage of work by any cause for which the University cannot reasonably be held responsible" shall exclude temporary seasonal fluctuation in demand for services, in particular cleaning services.

21. REDEPLOYMENT AND REDUNDANCY

- 21.1 Where it appears to the Divisional Director of Human Resources or nominee that a Trades and Services Staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, introduction of new technology, the Divisional Director or nominee shall notify the Trades and Services Staff member, or where the affected Trades and Services Staff member chooses, a Representative, and the JCC (where more than one staff member is affected) at the earliest practicable time and provide the Trades and Services Staff member or where the staff member chooses, their Representative, with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where a Suitable Vacant Position exists, the Trades and Services Staff member shall be offered redeployment to this position in which case this clause (subject to clause 21.7) no longer applies.
- 21.2 Where a Trades and Services Staff member is advised that they are excess to requirements, during the first four weeks following that advice, the Trades and Services Staff member may seek redeployment in accordance with the process for

redeployment in existing University Policy or elect to take a Voluntary Early Separation. A Trades and Services Staff member who elects to take Voluntary Early Separation shall be entitled to:

- payment in lieu of the remaining balance of the four week redeployment search period;
- payment in lieu of the notice period applicable to the Trade and Services Staff member; and
- payment of the severance pay to which the Trades and Services Staff member would have been entitled under this clause had his/her employment been terminated on the grounds of redundancy.

21.3 A staff member who has not accepted an offer of a voluntary separation package under clause 21.2 above and who has not been successfully redeployed to a Suitable Vacant Position will be given four (4) weeks notice of termination or pay in lieu, or pay in lieu of the unexpired part of the notice period as the case may be. In the case of a Trades and Services Staff member 45 years or more, the notice period will be five (5) weeks.

21.4 During the notice period, the staff member will be entitled to reasonable time off without loss of pay to attend job interviews, subject to provision by the Trades and Services Staff member of documentary evidence of the interview and prior arrangement with the relevant supervisor. A statutory declaration shall be sufficient for this purpose.

21.5 Upon termination of employment on the grounds of redundancy, the Trades and Services Staff member shall subject to clauses 21.6 – 21.9 receive a severance payment in accordance with the formula below:

Length of continuous service by staff member	Rate for calculation of amount of severance payment
Less than 1 year	12 weeks' pay
1 year and more but less than 2 years	15 weeks' pay
2 years and more but less than 3 years	18 weeks' pay
3 years and more but less than 4 years	21 weeks' pay
4 years and more but less than 5 years	24 weeks' pay
5 years and more but less than 6 years	27 weeks' pay
6 years and more but less than 7 years	30 weeks' pay
7 years and more but less than 8 years	33 weeks' pay
8 years and more but less than 9 years	36 weeks' pay
9 years and more but less than 10 years	39 weeks' pay
10 years and more but less than 11 years	42 weeks' pay
11 years and more but less than 12 years	45 weeks' pay
12 years and more	48 weeks' pay

All payments payable to the Trades and Services Staff member in accordance with this clause shall be based on the ordinary time earnings for the Trades and Services Staff member concerned.

21.6 The sum payable to a staff member pursuant to this clause shall not exceed the amount that would have been payable by way of fortnightly pay had the staff member continued in employment to the expiry date of a fixed term contract. "Fortnightly pay" means the ordinary time earnings for the staff member concerned each fortnight.

For the purposes of calculating the length of continuous service under this clause, periods or roster cycles during which a Food and Beverage or Retail seasonal staff member is not engaged shall be excluded.

For the purposes of calculating the amount of severance payment for eligible Food and Beverage or Retail staff members, the aggregate ordinary hours worked by the staff member over the length of his/her continuous service shall be applied to determine the staff member's equivalent fraction of full-time employment.

21.7 In the event that the University is able to obtain a Suitable Vacant Position for the Trades and Services Staff member, the University shall not be liable to provide the notice and severance payments which would otherwise apply. In the event that the Trades and Services Staff member rejects and offer of Suitable Vacant Position, the Vice-Chancellor may terminate the Trades and Services Staff member by giving notice of termination as specified in section 170CM of the Workplace Relations

Act 1996. Such notice will apply in lieu of any remaining notice to which the Trades and Services Staff member may have otherwise been entitled, including any redundancy benefits due to the Trades and Services Staff member.

21.8 This clause shall not apply to casual and/or probationary Trades and Services Staff members.

21.9 A Trades and Services Staff member whose employment is terminated in accordance with this clause may terminate their employment during the notice period and shall be entitled to the same payments under this clause had they remained with the University until the expiry of such notice. Provided that in such circumstances the Trades and Services Staff member will not be entitled to payment in lieu of notice.

22. TERMINATION OF EMPLOYMENT OTHER THAN REDUNDANCY

22.1 Notice of termination will be in accordance with section 170CM of the *Workplace Relations Act*, provided that any greater period of notice specified in the Trades and Services Staff member's contract of employment or in this Agreement will continue to apply.

22.2 Notice shall not be required in relation to the termination of a staff member found to have engaged in serious misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the staff member concerned during the required period of notice, such as, but not limited to:

- theft;
- fraud;
- assault;
- being intoxicated at work; or
- refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.

22.3 The period of notice in this clause shall not apply in the case of casual staff members, apprentices or Trades and Services Staff members engaged for a specific period of time or for a specific task or tasks.

22.4 The notice of termination required to be given by a staff member is the same as that required of the University, save and except that there is no requirement on the staff member to give additional notice based on the age of the staff member concerned.

22.5 If a staff member fails to give notice the University has the right to withhold monies due to the staff member to a maximum amount equal to the ordinary time rate of pay for the period of notice.

22.6 Where the University has given notice of termination to a Trades and Services Staff member, the staff member shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the staff member after consultation with the University.

22.7 The University shall, upon receipt of a request from a Trades and Services Staff member whose employment has been or is to be terminated, provide to the staff member a written statement specifying the period of his or her employment and the classification of or type of work performed by the staff member.

23. WORK PERFORMANCE AND CONDUCT

23.1 The disciplinary process will include the following basic steps, the details of which are set out in the relevant University Policy:

- (a) Stage 1: Meeting with Supervisor involving an information counselling process;
- (b) Stage 2: First written warning – a first written warning will be issued if the matter is not resolved during Stage 1 or there is a need for further disciplinary action.
- (c) Stage 3: Second written warning – a second written warning will be issued if, following the first written warning, there is no improvement or substantial improvement has occurred, but not to the standard required.
- (d) Stage 4: Final written warning – a final written warning will be issued if, following the second written warning, there is no improvement or substantial improvement

has occurred, but not to the standard required.

- (e) Stage 5: If the standard required is not achieved, disciplinary action, including transfer, demotion, withholding of salary increments for up to one year or dismissal may occur.

23.2 During this process the supervisor may choose to be assisted by a nominee of the Head of Department and the Trades and Services Staff member may choose to be assisted by a Representative.

23.3 Notwithstanding the provisions of this clause, the employment of any Trades and Services Staff member may be terminated without notice by the University for serious and wilful misconduct

SECTION 3 – SALARIES AND RELATED MATTERS

24. CLASSIFICATIONS AND SALARY RATES

24.1 All Trades and Services Staff member will be classified according to the Position Classification Standards.

24.2 Trades and Services Staff members will receive the salary increases summarised below:

- 2004 – 2% (1 March), 2% (1 September) and 1.5% (31 December), previously paid
- 2005 – 3.5% (1 September), previously paid
- 2006 – 3% (31 March), 3.5% (30 June)
- 2007 – 3% (31 March), 3% (30 September)
- 2008 – 3 % (31 March)

The adjusted minimum salary rates are set out in Schedule 2 to this Agreement.

25. APPRENTICE RATES

The base rates of pay for apprentices employed by the University will be determined as a percentage of the salary paid by the University to HEW level 3 staff at incremental step 1. The percentages to be applied for the determination of those rates of pay will be as follows:

1st year of apprenticeship – 50.0%
2nd year of apprenticeship – 60.0%
3rd year of apprenticeship – 75.0%
4th year of apprenticeship – 95.0%

The calculation of each of the above percentages will be made to the nearest five cents, any broken part of five cents in the result not exceeding two cents to be disregarded.

26. PERFORMANCE ENHANCEMENT

26.1 Objectives of the performance enhancement scheme are:

- To provide role clarity and reach agreement on annual goals and objectives of the position;
- To provide feedback to the staff member and supervisor on a regular basis throughout the annual cycle;
- To highlight developmental training needs for the individual relative to the position and for career development purposes;
- To formally review performance and achievement of agreed goals and objectives at the end of the cycle based on self-assessment and discussion with the supervisor and/or Head of the Administrative Unit;
- To plan goals and objectives and staff development/training activities for the next annual cycle; and
- Recognise and reward high performing staff.

26.2 The process

Incremental progression shall be based on an assessment in accordance with the following provisions:

- a) The staff member and the Supervisor shall meet to agree on goals and objectives to be pursued during the forthcoming annual cycle and to familiarise them with the requirements for future incremental progression.

- b) Three months before the increment of a staff member falls due, or the anniversary of appointment in cases where the staff member has reached the top of the incremental scale for his/her classification, the Supervisor shall convene a meeting at a mutually agreeable time, to discuss the staff member's performance over the past review period and to identify factors which demonstrate the staff member's enhancement and/or acquisition of relevant skills. This meeting shall also be used to identify skills which may need to be developed or acquired over the ensuing review period.
- c) When a Supervisor/Head of Administrative Unit is satisfied that the staff member's performance and development merits the granting of an increment for which he/she is eligible, that increment shall be paid at the appropriate due date.
- d) An increment may be withheld if the supervisor/Head of Administrative Unit identifies factors where the staff member has not satisfactorily met the agreed goals and objective of the cycle under review. The supervisor/Head of Administrative Unit shall write a report which clearly identifies these factors and the improvement in performance and/or skills required to achieve these goals and objectives. The report shall be prepared and made available to the staff member as soon as possible after the meeting referred to in clause 26.2(b) above. A copy of the report will also be forwarded to the Head of the Administrative Unit and Divisional Director (Student and Staff Services).
- e) One month before an increment falls due, the staff member who is in receipt of the advice pursuant to clause 26.2(d) above shall again meet with his/her supervisor/Head of Administrative Unit to discuss the issues identified. In the event that in the intervening period there has been no satisfactory progress towards the plan outlined in the report, the staff member will be advised of the reasons that an increment will be withheld, in writing.

26.3 A Trades and Services Staff member's entitlement to incremental progression will be based on the Trades and Services Staff member's performance being assessed as satisfactory by the Trades and Services Staff member's supervisor. Assessment of performance will be consistent with:

- whether the staff member has performed at an appropriate level;
- the Position Classification Standards relevant to the Trades and Services Staff member;
- equity and access policies of the University; and
- enabling or mitigating circumstances.

26.4 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the Trades and Services staff member has consistently exceeded the required performance level.

26.5 If the Trades and Services Staff member wishes to seek a review of the decision to withhold an increment, the Trades and Services Staff member may make written application to the relevant Divisional Director or Dean and a nominee of the Chairperson of the JCC drawn from the pool of elected staff members in accordance with clause 10 who shall consider the merits of the case. An increment shall not be withheld other than by utilising these procedures. Nor shall it be withheld in circumstances where a staff member can demonstrate that he/she has been unreasonably denied staff development and/or training and such denial was directly related to the staff member failing to attain satisfactory performance in the position.

27. RECLASSIFICATION OF POSITIONS

27.1 Reclassification to a higher level occurs through progressive job redesign involving a significant degree of increased responsibility or job complexity. Reclassification relates to the position requirements and not the performance of the individual.

27.2 Where the requirements of the position indicate a reclassification of the position is appropriate, a position description is prepared in the preferred university format, signed by the staff member, approved by the supervisor and head of administrative unit, and then forwarded, with a letter of request for review of the classification, to the appropriate university officer. Requests for review of classification shall be dealt with and concluded expeditiously and ordinarily within six weeks of lodgement.

27.3 Reclassification to a higher level will normally be at the minimum step of the new level.

27.4 A staff member aggrieved by a review of classification decision may apply for a review of the decision, by the Classification Review Committee which will comprise the following members who will be trained in the use of the Position Classification Standards:

- (a) a nominee of the Vice-Chancellor;
- (b) a nominee of the Dean/Divisional Director of the area in which the Trades and Services Staff member is located; and
- (c) two nominees of Chairperson of JCC, drawn from a pool of elected staff members in accordance with clause 10.

All nominees will be selected in a timely fashion.

The application to the Classification Review Committee will attach the position description and the review proposal form for the Committee's reference. The Committee will review the application, taking into account relativities with other comparable positions across the University, and any further information as determined by the Committee. Requests for review will be dealt with and concluded expeditiously and preferably within one month of lodgment.

27.5 This clause shall not have application to apprentices employed by the University.

28. LINKING

28.1 HEW levels 1 to 2

Trades and Services Staff members appointed to HEW level 1 shall have access to progression to HEW level 2 without promotion to a higher position where:

- they have the skill, achieved either through training or experience, or a combination of both, to warrant such progression; and
- they perform duties which require the skill levels at HEW level 2.

28.2 HEW levels 3 to 4

Trades and Services Staff members appointed to HEW level 3 shall have access to progression to HEW level 4 without promotion to a higher position where they can show:

- a requirement to perform, or demonstration of having performed in the current position, a range of duties which require the skill levels at the higher level (eg. multi-skilling); and
- attainment of the appropriate skill level, achieved through training or a combination of both, to warrant such progression; and
- effective performance as per the relevant Position Classification Standard level for at least one year.

29. PAYMENT OF SALARIES AND DEDUCTIONS

29.1 Salary will be paid fortnightly directly into any bank, building society or credit union account nominated by the staff member or, if the University so determines, by cheque. On the written authority of a staff member, the University will make deductions from a staff member's salary for employee superannuation contributions and may make other deductions at the staff member's request.

29.2 Trades and Services Staff members will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions and current annual leave and long service leave accruals but not the staff member's bank account details.

29.3 Where a pay-day falls on a public holiday observed by the university salaries shall be paid on the preceding day on which the university is open for business.

29.4 With 4 weeks' notice a Trades and Services Staff member shall be entitled to up to 12 weeks' advance payment for periods of paid leave in excess of 10 days.

29.5 Where a staff member's salary classification changes, the date of effect of the change will become the date of effect for future incremental increases. Payment of salary increases will be made as soon as possible on or after the date of the increase. Where an increase has effect from 1 January, payment may be made on the first pay-day in February.

29.6 Upon notification by the staff member, an underpayment to a Trades and Services Staff member will be corrected in the next pay period or, by agreement between the staff member and the University in special circumstances or in cases of hardship, within 2 days.

30. SALARY PACKAGING

30.1 A Trades and Services Staff member will be able to negotiate with the University an individual salary package to reduce the cash salary prescribed for the Trades and Services member's classification in Schedule 2 in favour of a mix of benefits and cash salary.

30.2 Benefits available under salary packaging are as determined from time to time by the University, but may include payment of University car parking fees, childcare and gym membership, contribution to superannuation and subscriptions to trade or professional associations for staff members.

30.3 Such a salary package will be set out in an agreement with the University which will specify matters as set out in University Policy regarding salary packaging including:

- (a) That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in Schedule 2.
- (b) That periods of paid leave will be paid on the reduced cash salary and packaged benefits.
- (c) That the University, may elect, to discontinue salary packaging or offer the staff member a new salary package if legislative or other changes increase the cost of salary packaging for the University.
- (d) That any withdrawal from the Agreement by the Trades and Services Staff member shall be notified in writing to the University.

31. COMPENSATION FOR CLOTHES AND INCIDENTALS

31.1 A Trades and Services Staff member whose clothes, spectacles, or hearing aid(s) have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between the Trades and Services Staff member and the University.

31.2 A Trades and Services Staff member shall be reimbursed by the University to a maximum of \$1,093.00 for loss of clothes by fire or breaking and entering whilst securely stored at the University's direction in a room or building on the University's premises, job or workshop or in a lock-up.

32. FIRST AID ALLOWANCE

A Trades and Services Staff member who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body shall be paid a weekly allowance of \$9.80 if he/she is appointed by the University to perform first aid duty.

33. SUPERANNUATION

The University will maintain the current employer contributions and arrangements for superannuation that are in effect as of the date of certification of this Agreement, including UniSuper as the required recipient fund. Eligible staff members will be entitled to Award Plus superannuation contributions in accordance with the University policy on Award Plus contributions. These contributions will be consistent with the UniSuper Trust Deed.

SECTION 4 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

34. MEAL AND TEA BREAKS

34.1 A Trades and Services Staff member shall not be required to work for more than 5 hours continuously without a meal break. However, a staff member may elect to work up to six consecutive hours without such a break for a meal.

34.2 A meal break will be at least 30 minutes but not more than one hour.

34.3 Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

- 34.4 Trades and Services Staff are given a paid 10-minute morning tea and afternoon tea break.
- 34.5 After working 10 hours on any day as one continuous period, including any ordinary time worked, a Trades and Services Staff member shall be entitled to an unpaid meal break of 30 minutes and to be paid an overtime meal allowance of \$16.10, provided that he/she is required to resume working overtime after that meal break.
- 34.6 If the overtime continues for a further 5 hours after the meal break, a further unpaid meal break of 30 minutes shall be taken and another overtime meal allowance of \$16.10 shall be paid, provided that the Trades and Services Staff member is again required to resume working overtime after that subsequent meal break.
- 34.7 Meal breaks may be deferred in emergency situations.

35. HOURS OF WORK AND SPAN OF HOURS

- 35.1 The ordinary hours of duty of Trades and Services staff shall be an average of 38 hours per week within a work cycle of 152 hours within 28 consecutive days.
- 35.2 With the exception of any Trades and Services Staff engaged in shift work, the span of hours will be 6.00am to 6.00pm unless otherwise provided in this Agreement.
- 35.3 The scheduling of hours of work in each department/workplace shall take into consideration the provision of service to students and staff and the area's work needs. After considering those factors, a supervisor may change the start and finish times of staff within the local work area, after consultation with the affected staff member(s).

36. OVERTIME

- 36.1 Overtime is:

All time worked either:

- outside the Trades and Services Staff member's specified span of hours (where applicable); or
- in excess of 7.6 hours in a day plus any time worked for RDO accrual purposes; or
- in excess of 38 hours from midnight Sunday to midnight of the following Sunday.

- 36.2 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly payroll period.

- 36.3 Except where otherwise provided in this Agreement, the following rates shall apply for the payment of overtime.

Time Worked	Overtime Payment
Monday to Saturday inclusive	Time and a half for the first two hours and double time thereafter.
Sunday	Double time.

- 36.4 Where a staff member has worked overtime subject to this clause, he/she shall be paid for such overtime except where there is agreement between the staff member and his/her supervisor to take time off in lieu of payment of overtime.
- 36.5 A Trades and Services Staff member in receipt of a salary in excess of that prescribed for the top of the scale for HEW level 7 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.
- 36.6 The process for taking, and the method of calculation, of time off in lieu of overtime will be in accordance with the existing relevant University Policy.

37. STAND BY, RECALL TO DUTY AND 10-HOUR BREAK

- 37.1 A Trades and Services Staff member required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at the ordinary rate of pay from the time which he/she departs the premises of the University after he/she is told to hold himself/herself in readiness.
- 37.2 Where a Trades and Services Staff member is recalled to work overtime after leaving the University (whether notified before or after leaving the University) and he/she returns to the University to perform overtime, he/she shall be paid for a minimum of three hours' work at the appropriate rate(s) except:
- where it is customary for the Trades and Services Staff member to return to the University's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of the Trades and Services Staff member's ordinary working hours;
 - where overtime is worked on a Saturday and/or Sunday and it is not continuous with ordinary working hours ;
 - the Trades and Services Staff member shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period; and
 - where more than one overtime attendance is involved in a three-hour period, the above minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.
- 37.3 A Trades and Services Staff member will be given at least a ten-hour break (plus reasonable travelling time from the work site to the Trades and Services Staff member's home) from completion of overtime duty without loss of pay for scheduled or ordinary duty commencing during such a break.
- 37.4 If a Trades and Services Staff member is not given a ten hour break (plus reasonable travelling time from the work site to the Trades and Services Staff member's home) then he or she will be paid double time for work performed until he or she has a ten hour break.
- 37.5 The University may require a Trades and Services Staff member to work reasonable overtime and the Trades and Services Staff member shall comply with the requirement, provided that the primary care-giving responsibilities of the Trades and Services Staff member shall be taken into account.

38. WORK ON PUBLIC HOLIDAYS AND UNIVERSITY HOLIDAYS

A rate of double time and a half of ordinary time shall be paid for any and all work (including any overtime) performed by a Trades and Services Staff member (including any casual Trades and Services Staff member) on any of the days specified as a holiday under clause 42 or any other day as the University's Chancellor or Vice-Chancellor shall declare a holiday.

In the case of a casual trades and services staff member, the casual loading payable for time worked Monday to Friday will apply in addition to the holiday penalty rate of double time and half of ordinary time notwithstanding that the holiday worked may fall on a Saturday or Sunday.

39. PENALTY RATES NOT CUMULATIVE

Where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty but shall be subjected to only that penalty which is to the Trades and Services Staff member's greatest advantage. For the purposes of this clause, a casual, part-time or seasonal loading shall not be regarded as a penalty.

SECTION 5 – LEAVE OF ABSENCE AND HOLIDAYS

40. ACCIDENT COMPENSATION LEAVE AND MAKE-UP PAY

- 40.1 A Trades and Services staff member who suffers injury causing partial or total incapacity for work and who receives compensation pursuant to the Workers Compensation Act 1958 and/or the Accident Compensation Act 1985, will be granted make up pay or leave for a maximum continuous or aggregate period of 52 weeks in respect of any one injury as follows:

Total injury	Leave at a rate of pay equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the amount of weekly compensation received by the staff member
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Partial injury	Make-up pay by the University equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the sum of the amount of weekly compensation received by the staff member and the weekly amount the staff member is earning in the employment (whether with the University or another employer) in which the staff member is employed by reason of such partial incapacity.
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Provided that the "rate of pay payable" herein will exclude any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred.

- 40.2 A Trades and Services staff member who suffers partial injury and can obtain suitable employment only with an employer other than the University will continue to be paid make-up pay by the University on condition that the staff member furnishes evidence to the University's satisfaction of the rate of weekly compensation and the rate of actual earnings he/she is receiving from the other employer. Provided that there will be no entitlement to continued payment of make-up pay where the staff member was employed on a fixed-term contract by the University and the term of the contract expires.
- 40.3 Where a Trades and Services Staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of incapacitation leave provided for in this clause.
- 40.4 Where a Trades and Services Staff member receiving or who has received make-up pay has made a civil claim for damages in connection with the injury to which such make-up pay relates he/she will advise the University in writing and will, if required by the University, authorise it to obtain such information as is reasonably required regarding the progress of such claim from the staff member's solicitors.
- 40.5 Where a Trades and Services Staff member who has received make-up pay recovers damages against the University or another pursuant either to a judgment or settlement, which includes damages for loss of income in respect of the injury for which the staff member has received make-up pay, he/she will repay to the University such make-up pay as he/she has received from the University. Where the damages are recovered under a judgment and have been reduced for the contributory negligence of the staff member, the staff member will repay such amount of make-up pay as he/she has received from the University as is pro rata to the damages recovered having regard to such contributory negligence.
- 40.6 A Trades and Services Staff member who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the Workers Compensation Act 1958 and/or the Accident Compensation Act 1985 will have restored to his/her credit sick leave equal to the value of the sick leave taken in respect of his/her incapacity.
- 40.7 A Trades and Services Staff member who applies for leave under this clause may upon application be granted sick leave up to a maximum of the staff member's sick leave credits, to cover such absence, provided however that no staff member shall be concurrently entitled to sick leave and leave pursuant to this clause.
- 40.8 Sick leave granted shall be at a weekly rate not exceeding the sum of the following:
- The weekly value of the workers' compensation payment to which the Trades and Services Staff member may become entitled;
 - The weekly payment for which the staff member will be eligible if granted leave pursuant to this clause.

If sick leave is granted for a period and the Trades and Services Staff member is subsequently granted leave pursuant to this clause for the same period or part thereof on account of the same injury, sick leave will be restored to the staff member's credit equal to the period of overlap.

- 40.9 Whilst receiving accident compensation leave or make up pay, a Trades and Services Staff member will only be terminated in accordance with this Agreement and will not be terminated except for reasons totally unrelated to their workplace injury (including their status as a part-time employee).

41. LEAVE ENTITLEMENTS

- 41.1 A Trades and Services Staff member is entitled to paid and unpaid leave in accordance with Schedule 3.
- 41.2 No deduction will be made from annual, sick or long service leave for holidays observed by the University which occur during a period of leave.

- 41.3 All applications for leave must be accompanied by relevant documentary evidence satisfactory to the University that the staff member is entitled to the leave requested.
- 41.4 Leave entitlements and arrangements in this Agreement do not apply to casual Trades and Services Staff, and no casual service will count as service in determining entitlements to leave or for any other purpose.
- 41.5 For the sake of clarity, the operation of this Agreement which includes a consolidation of leave entitlements will not result in a reduction of leave entitlements.
- 41.6 If agreement cannot be reached on the time of taking of annual leave, the time of taking excessive long service leave, the approval of special paid or unpaid leave, or an application to return from parental leave to a voluntary reduced working year arrangement or a reduced fraction of employment basis is declined, the Trades and Services Staff member may appeal the decision in accordance with the procedures prescribed by University Policy.
- 41.7 Recognition of prior Service for long service leave purposes and recognition of sick leave credits will be in accordance with Schedule 4.
- 41.8 Provisions outlining the taking of, and application of, leave are set out in Schedule 5.

42. HOLIDAYS AND CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS

- 42.1 Staff members will be entitled to the following days, or days proclaimed as holidays in substitution for those days, without loss of pay New Years Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day and such other day(s) as the Vice-Chancellor may declare.

- 42.2 Labour Day, Queen's Birthday, and Melbourne Cup Day are normal working days for Trades and Services Staff.

In compensation for working on those days, the University will pay Trades and Services Staff (other than casual or seasonal staff) for all work performed on any of those days at the rate of time and a half of ordinary time and grant them one and one-third non-cumulative University holidays to be taken on the days falling between Christmas Day and New Year's Day (excluding any Saturday, Sunday or public holiday). A Trades and Services Staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu of these holidays, at the rate of one days' pay per each of those worked.

- 42.3 The shortfall of such days available between Christmas Day and New Year's Day will be granted by the University prior to the next closedown period.
- 42.4 Where a public holiday recognised by the University occurs on a rostered day off, the University may grant an additional days' pay or leave to be taken at a mutually agreed time.
- 42.5 Where 26 January falls on a Saturday or Sunday and/or 25 April falls on a Saturday or Sunday or on Good Friday, Easter Saturday, Easter Monday or Easter Tuesday, and the University's academic and general staff are granted substitute days off by the University, Trades and Services Staff shall be entitled to the same substitute days off for the Australia Day and Anzac Day holidays and a penalty rate of double time and a half of ordinary time shall be paid for any and all work performed on those substitute days off.
- 42.6 Trades and services staff may be required to take an accrued RDO or a day's annual leave or leave without pay on a day falling between Christmas Day and New Year's Day (other than any Saturday, Sunday, public holiday, or non-cumulative University holiday) or on a day immediately before or immediately after the annual Christmas/New Year closedown period to ensure that they resume duty on the same date as their supervisors, where those supervisors are not trades and services staff.
- 42.7 The rate of time and a half of ordinary time shall not be payable for additional hours worked by Program Assistants of the University's Elwyn Morey Centre on Labour Day, Queen's Birthday or Melbourne Cup Day for the purposes of accruing time off during school term breaks.

43. OCCUPATIONAL WELFARE LEAVE

- 43.1 Where, in the opinion of the University and/or the Trades and Services Staff member any of the following (or similar factors) is adversely affecting the Trades and Services Staff member's work performance:

- stress, including personal or relationship problems;
- health concerns;
- alcohol and/or drug dependency and/or compulsive gambling

the Trades and Services Staff member may, or the University may request, that the Trades and Services Staff member make application for leave with pay or without pay to undertake an approved rehabilitation or counselling treatment program.

43.2 In determining whether leave is to be granted, the University may take into account the amount of accrued leave available to the staff member.

43.3 Where leave has been granted, failure to undertake such an approved rehabilitation or counselling program may result in the University seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.

44. VOLUNTARY REDUCED WORKING YEAR

44.1 A voluntary reduced working year scheme is available to all continuing and fixed-term Trades and Services Staff who wish to extend their leave options for personal and/or family responsibility reasons. A Trades and Services Staff member may apply to reduce his/her current working year by multiples of two weeks up to eight weeks, with salary proportionately reduced to fund an increase in additional paid leave over a 52 week period. This additional leave will not attract annual leave loading and must be taken during the 12-month term of the reduced working year arrangement. Such leave will be taken by application, except where the staff member gives at least 3 months' notice.

44.2 Operation of the scheme is subject to the following conditions:

- (a) Staff with any excess annual or long service leave balance under clauses 1 or 2 of Schedule 5 are not eligible to participate or remain in the scheme.
- (b) The term of the arrangement will be negotiated and may be varied by either the University or the Trades and Services Staff member, subject to three months' notice or shorter notice by the Trades and Services Staff member where agreed by the University.
- (c) Leave accrued during the term of the scheme will be paid at the reduced rate provided that:
 - leave accrued prior to the scheme will be available at the rate at which it accrued;
 - long service leave will be paid at the average service fraction over the leave accrual period;
 - staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.
- (d) Schedule 3, paragraph (a) and Clause 41 will not apply and all annual leave accrued during the term of the reduced working year arrangement must be taken during that 12-month period.

SECTION 6 – MISCELLANEOUS ITEMS

45. PROVISION OF UNIFORMS AND PROTECTIVE CLOTHING

Uniforms and protective clothing will be issued to Trades and Services Staff in accordance with University Policy regarding uniforms and protective clothing.

46. TOOLS AND MATERIALS

In the absence of any allowance paid, the University shall supply all tools and materials necessary for the work required to be performed by staff members.

47. TIME AND WAGES BOOK

- 47.1 The University shall keep a time and wages record from which can be readily ascertained the name of each Trades and Services Staff member and his/her occupation, the hours worked each day, and the wages and allowances paid each week.
- 47.2 The time and wages record for any staff member shall be open for inspection to that staff member, and the staff member shall be entitled to take a copy of entries relating to any suspected breach of this Agreement, during the usual office hours of the University at the relevant office of the University or other convenient place.

48. TRAINING

Training arrangements for approved training programs, including reimbursement of costs shall be in accordance with University Policy. except that training undertaken by a Trades and Services Staff member as a requirement of the University will be undertaken either during ordinary hours with no loss of pay or treated as overtime.

49. NOTICEBOARD

The University shall permit a notice board to be erected for Trades and Services Staff to post notices where they are signed with the approval of the University. A duly authorised representative of the Union a party to this Agreement may post any official notice in relation to the employment of Trades and Services Staff on the noticeboard(s). Staff Representatives on committees under this Agreement may post notices relating to Trades and Services Staff on the noticeboard(s).

PART 3 – CONDITIONS APPLYING TO CATERING, RETAIL STAFF AND TEA ATTENDANTS

This Part shall apply to all Trades and Services Staff engaged in catering and/or retail services and Tea Attendants.

Those staff are entitled to the provisions in this Part 3, in addition to the conditions in Parts 1 and 2. Where provisions in this Part 3 are inconsistent with Parts 1 and/or 2, the provisions in this Part will prevail to the extent of any inconsistency.

Certain provisions of this Part only apply to some staff, as identified in the headings of each clause.

50. CASUAL EMPLOYMENT

50.1 A casual Trades and Services Staff member shall be paid the ordinary rate plus the following casual loadings (as a percentage of the ordinary rate of pay) as applicable:

	All hours worked Monday to Friday	All hours worked on a Saturday	All hours worked on a Sunday
Monash Residential Services Accommodation Unit catering staff and Monash University Bookshop retail services staff and retail services staff of MES Retail previously employed prior to 25 November 1997	25%	50%	75%
MES Food and Beverage catering staff employed prior to or on 25 November 1997	31.33%	31.33%	31.33%
MES Food and Beverage catering staff employed after 25 November 1997	25%	25%	25%
Other catering staff	33.33%	50%	75%
Retail services staff of MES Retail (other than Monash University Bookshop staff) not previously employed prior to 25 November 1997	25%	25%	75%

51. HOURS OF WORK

The ordinary hours for Trades and Services Staff will be as set out in clause 35 and worked continuously, except for meal breaks, subject to University Policy and the following conditions:

- within a minimum of 6 hours and a maximum of 11.5 hours per day exclusive of meal breaks;
- a staff member shall be entitled to eight full days off per four-week period; and
- no staff member may work more than ten days in succession without being rostered off duty for a day.

52. SPAN OF HOURS

Trades and Services Staff employed in MRS have no span of hours, the span of hours for Tea Attendants is 6.30am to 5pm, and the span of hours for other catering staff is 7.00am to 7.00pm.

53. ROSTERS

53.1 A roster for all full-time and part-time staff members showing normal starting and finishing time and the surname and initials of each staff member shall be prepared by the University and shall be posted in a conspicuous place or places accessible to the staff members.

- 53.2 The roster shall be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable two weeks' notice of rostered day or days off shall be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the University has no control.
- 53.3 The roster for all full-time and part-time staff members shall provide for a minimum of ten hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day provided that where an employee is required to work without a ten hour break they will be paid overtime until the necessary break in accordance with this Agreement. In the case of changeover of rosters, eight hours shall be substituted for ten hours.

Casuals/ Seasonal Staff

- 53.4 If a conference and/or function scheduled outside term time is cancelled or the numbers attending reduced, due to circumstances outside the control of the University, casual or seasonal Trades and Services Staff members rostered to work at that function and/or conference may have their rosters reduced accordingly, provided that affected Trades and Services Staff members will be notified at the earliest possible opportunity. A Trades and Services Staff member reporting for work as a result of not having been notified will be paid for a minimum engagement.
- 53.5 Rosters for seasonal staff will be posted at least one week prior to the end of the current roster. When seasonal work variations are such that the seasonal staff member is not required for the time set down in the roster, he/she will be advised where reasonably possible at least one week prior to the next roster on which he/she will be required.

54. WEEKEND WORK

The following rates will apply for ordinary hours worked on weekends:

	Saturday	Sunday
Food and Beverage and Retail Staff (other than Monash University Bookshop staff)	Time and a half*	Time and three quarters
MRS Catering Staff (other than casual staff)	Time and a half	Time and a half
Monash University Bookshop Staff	Time and a half	Double time

* MES retail services staff not previously employed prior to 25 November 1997 shall be paid time and one quarter for ordinary hours worked on Saturdays.

55. ROSTERED DAYS OFF

- 55.1 Where a system of accrued time-off is worked, the staff member's rostered day off shall be taken on any working day according to roster. The taking of a rostered day off may however be deferred by the University, provided that no staff member shall accumulate a credit of accrued time-off of more than 38 hours. Each day of paid leave taken and any holiday observed by the University and occurring during the four-week accrual period shall be regarded as a day worked for accrual purposes provided that each day of paid leave is debited at the rate of 8 hours per day from leave credits.
- 55.2 Where a staff member works an accrued time-off system with a rostered day off in each four-week cycle and he/she is absent on other than paid leave, the staff member shall have eight hours at the ordinary time rate of pay on the basis of the staff member's ordinary time earnings deducted from his/her fortnightly salary for each day that he/she is so absent.
- 55.3 Where a staff member is sick or injured on his/her rostered day off he/she shall not be entitled to sick pay nor shall his/her sick pay entitlement be reduced as a result of the staff member's sickness or injury on that day.

56. MEAL BREAKS

- 56.1 Meal breaks will be as set out in clause 34. Where it is not possible to grant the meal break on any day, the said meal break shall be treated as time worked and paid at the rate for the day plus half-time additional on the basis of the staff member's ordinary time earnings, until released for a meal. Provided that where a staff member is required to exceed five hours work after the first meal break he/she shall be granted a further meal break of 20 minutes to be treated as time worked.
- 56.2 Staff members rostered to work more than ten ordinary hours in a shift shall be entitled to two paid 20 minutes rest breaks in addition to an unpaid meal break of at least half an hour. In rostering for these breaks, the University shall make all reasonable efforts to provide these breaks at a time which gives the staff member an even mix of work time and breaks.

56.3 Where a staff member is required to work overtime and such overtime follows the completion of the staff member's normal hours of work a 20 minutes paid meal break shall be allowed where such overtime exceeds two hours work.

57. SHIFT ALLOWANCE FOR CATERING STAFF (OTHER THAN MRS STAFF)

Any staff member required to work any of his or her ordinary hours outside the hours of 7.00am to 7.00pm on Mondays to Fridays inclusive shall be paid:

- \$1.27 per hour or part thereof where such work is performed after 7.00pm and up to midnight; or
- \$1.82 per hour or part thereof where such work is performed after midnight and up to 7.00am,

with a minimum payment of \$1.93 for any one day.

58. ACCOMMODATION FOR CATERING STAFF (OTHER THAN MRS CATERING STAFF)

Adequate accommodation apart from rooms to which the public have access shall be provided for dressing, and reasonable accommodation shall be provided for staff members to have their meals.

59. WORK EQUIPMENT AND MATERIALS FOR FOOD AND BEVERAGE CATERING STAFF AND MRS CATERING STAFF

The University will provide all necessary work equipment and materials (including tools) to the satisfaction of the kitchen supervisor, and:

- Food and Beverage Manager in the case of Food and Beverage catering staff; or
- the Director, Monash Residential Services in the case of MRS catering staff.

60. UNIFORM ALLOWANCE

In lieu of the provision of a uniform, MRS catering staff shall be paid a uniform allowance of \$3.97 per week. Provided that such allowance shall not be payable for any week where a staff member is absent on leave for a continuous period from midnight Friday to midnight of the following Friday.

61. SEASONAL EMPLOYMENT

61.1 A "seasonal worker" shall be defined as a Trades and Services Staff member whose terms of engagement are variable in accordance with the seasonal work requirements of the University.

61.2 MES seasonal workers shall receive a loading equivalent to 4% (or 8% if employed prior to 25 November 1997) of the ordinary rate of pay for their classification, except where a higher penalty rate or loading is prescribed herein.

61.3 A seasonal staff member will be rostered for a minimum of three hours on any single engagement, except for students of the University who may be rostered for one hour engagements, provided a minimum of three are rostered during any pay period and provided further that the student is already on campus.

61.4 There will be no minimum number of engagements per week and the number of engagements may vary between rosters.

61.5 Periods or roster cycles during which a seasonal worker is not engaged will not count as service for any purpose, but neither will they act to interrupt the continuity of service with the University where such period is twelve months or less.

61.6 A seasonal Trades and Services Staff member may be offered additional hours during the period of a roster (ie. Monday – Friday). Such work will be paid at the normal seasonal work rate provided it does not lead to a seasonal Trades and Services Staff member exceeding 76 hours during the currency of any roster.

61.7 Work performed in excess of 76 hours during the currency of any roster shall attract the appropriate overtime rate except that overtime worked from Monday to Friday will be paid at the rate of time-and-a-half for the first three hours, double-time thereafter.

62. LEAVE ENTITLEMENTS OF SEASONAL STAFF

Seasonal Trades and Services Staff shall enjoy the same leave and holiday entitlements as full-time and part-time Trades and Services Staff subject to the following conditions.

- 62.1 Seasonal Trades and Services Staff members will be entitled to annual leave and such leave will accumulate at the rate of one-twelfth of ordinary time worked. The annual leave loading of 17.5% will be payable in lieu of the relevant seasonal loading prescribed in clause 61.2.
- 62.2 In addition but subject to clauses 41.2, 41.3 and 41.4, seasonal Trades and Services Staff members shall have the option each year of taking payment in lieu of accrued annual leave on the pay day of the first full pay period in November each year.
- 62.3 Seasonal Trades and Services Staff will be entitled to sick leave and such leave will accumulate one-sixteenth of ordinary time worked each year thereafter. Sick leave taken will be paid at the following rates:
- ordinary rate of pay plus 8% seasonal loading for staff employed prior to or on 25 November 1997; or
 - ordinary rate of pay exclusive of any loadings for staff first employed after 25 November 1997.
- 62.4 Sick leave entitlements are cumulative from year to year provided that any break between a staff member's seasonal employment engagements is no more than twelve months.
- 62.5 Seasonal Trades and Services Staff will be entitled to long service leave provided that payment shall be at the staff member's ordinary rate of pay excluding any loadings.
- 62.6 Except where the Trades and Services Staff member has already accepted an offer from the University for a subsequent seasonal employment engagement and the intervening period is no more than twelve months, seasonal Trades and Services Staff will receive payment in lieu of any accrued long service leave entitlement upon the expiry of each seasonal employment engagement or the termination of their employment by death, dismissal, notice, resignation, or retirement where such termination precedes the seasonal employment engagement expiry.
- 62.7 The voluntary reduced working year scheme under clause 44 of this Agreement is not available to seasonal Trades and Services Staff.
- 62.8 Where a seasonal Trades and Services Staff member leaves the employ of the University prior to the commencement of the closedown period or his/her seasonal employment engagement expires prior to the commencement of the closedown period, he/she will receive payment in lieu of working Labour Day, Queen's Birthday, and/or Melbourne Cup Day at the rate of one day's pay for each of those days worked.
- 62.9. For the purposes of adoption leave and maternity leave, each seasonal employment engagement shall be regarded as employment on a short-term contract.

PART 4 – CONDITIONS APPLYING TO CLEANING AND CARETAKING STAFF

This Part shall apply to trades and services staff engaged in cleaning and/or caretaking, including Stewards in the Clayton Campus Centre.

Those staff are entitled to the provisions in this Part 4, in addition to the conditions in Parts 1 and 2. Where provisions in this Part 4 are inconsistent with Parts 1 and/or 2, the provisions in this Part will prevail to the extent of any inconsistency.

Certain provisions of this Part only apply to some staff, as identified in the headings of each clause.

SECTION 1 – UNIVERSITY AND STAFF MEMBERS' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

63. CASUAL EMPLOYMENT

A casual Trades and Services Staff member shall be paid the ordinary rate plus the following casual loadings as applicable:

- any hours worked Monday to Friday – 25 per cent of the ordinary rate of pay;
- any hours worked on a Saturday – 50 per cent of the ordinary rate of pay; and
- any hours worked on a Sunday – 75 per cent of the ordinary rate of pay.

Penalty payments payable to casual Trades and Services Staff members for shift work under clause 67, will be calculated on the basis of the staff member's ordinary rate of pay exclusive of any casual loading, but such casual loading will be paid in addition to any shift work penalty payment payable.

SECTION 2 – SALARIES AND RELATED MATTERS

64. PART-TIME LOADINGS

64.1 Part-time Trades and Services Staff members are entitled to payment of part-time loadings as follows:

- Trades and Services Staff members first employed in the Clayton Campus Centre after 25 November 1997 – 10% of their ordinary rate of pay.
- Trades and Services Staff members employed in the Clayton Campus Centre prior to or on 25 November 1997 – 12% of their ordinary rate of pay.
- all other Trades and Services Staff members – 15% of their ordinary rate of pay.

64.2 All penalty payments payable to part-time Trades and Services Staff members for overtime, shift work, or work on weekends or holidays will be calculated on the basis of the Trades and Services Staff member's ordinary rate of pay exclusive of any part-time loading. Such part-time loading will be paid in addition to any penalty payment payable. The part-time loadings for Trades and Services Staff members employed in the Clayton Campus Centre are not included in the calculation of pay for long service leave or sick leave.

SECTION 3 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

65. HOURS OF WORK

65.1 The ordinary hours of work shall be in accordance with clause 35, but may be worked on not more than five days on any day Monday to Sunday inclusive, except as otherwise provided in clause 73.2 of this clause.

65.2 The ordinary hours shall be worked as a 19-day four-week cycle of 8 hours each day on any five days of the week Monday to Sunday with 0.4 of one hour for each day worked accruing as an entitlement to take a rostered day off in each four week cycle. Rostered days off will be taken on an ordinary working day and at the discretion of the University, may be rostered on the same day as the majority of staff members .

65.3 For part-time staff members the ordinary weekly hours shall be worked in accordance with the following provisions:

- Where a staff member works a regular weekly number of hours on each of five days of the week, the staff member (other than a cleaning staff member commencing employment on or after the date of certification of this Agreement) shall have an entitlement to take a rostered day off in each four-week cycle. Rostered days off will be taken on an ordinary working day and at the discretion of the University may be rostered on the same day as the majority of staff members.
- The ordinary hours of work having been determined by the University in accordance with this clause, shall not be altered, except in the case of emergency without the giving of one week's notice of such alteration provided that if hours of work are rostered with a rostered day off in each four-week cycle, the hours of work may not ordinarily be varied until a four-week cycle is completed.

65.4 Each day of paid leave taken and any holiday observed by the University and occurring during the 19-day four-week accrual period shall be regarded as a day worked for Rostered Day Off accrual purposes provided that each day of paid leave is debited at the rate of 8 hours per day from leave credits (or pro rata thereof in respect of eligible part-time staff).

66. RECALL OVERTIME FOR GIPPSLAND CAMPUS CARETAKING STAFF

Where a Gippsland Campus caretaking Trades and Services Staff member, following the completion of his/her ordinary hours, leaves the workplace and is recalled to duty at any workplace of the University, overtime payments shall apply for a minimum of two hours. Provided that the interval between the completion of ordinary hours and the commencement of overtime shall not be regarded as time worked, and staff shall:

- be required to record their recalls to duty in a register provided for the purpose as a precondition for payments;
- be entitled to payment of the prescribed minimum of two hours' overtime for only the first recall to duty in any two-hour period, such two-hour period commencing from the first recall and each two-hour period to stand alone;
- be entitled to an overtime payment in addition to the prescribed minimum and calculated in accordance with the following formula for a subsequent recall to duty where such recall to duty is commenced within two hours of the first recall but is not completed until more than two hours after the first recall – (Total time worked) minus (Time elapsed between commencement of subsequent recall to duty and expiry of the two-hour period) multiplied by the applicable overtime rate; and
- not be entitled to claim a further minimum payment of two hours' overtime until after two hours have elapsed since the first recall of the immediately preceding two-hour period and after any recall to duty commenced less than two hours following that first recall has been completed.

67. SHIFT WORK

67.1 To compensate for the disabilities of shift work performed by full-time Trades and Services Staff members, the following additional allowances as set out below shall be payable for all hours worked between midnight Sunday and midnight Friday:

- Early morning shift, that is a period of duty starting before 6.30am, an additional allowance of 15 per cent of the ordinary rate of pay of the staff member for all time worked prior to 9.00am;
- Afternoon shift, that is a period of duty finishing after 6.00pm and at or before midnight, an additional allowance of 15% of the ordinary rate of pay of the staff member for all time worked on such shift;
- Night shift that is a period of duty finishing after midnight and at or before 8.00am, an additional allowance of 15% of the ordinary rate of pay of the staff member for all time worked on such shift. Provided that if a night shift does not rotate or alternate with another shift or daywork so as to give the staff member at least one third of his or her ordinary hours not working shift in each shift cycle, then the permanent night shift allowance of 30% of the ordinary rate of pay of the staff member shall be paid for all hours worked.

67.2 To compensate for the disabilities of shift work performed by part-time Trades and Services Staff or casual Trades and Services Staff members (but limited to casual caretaking staff on the Gippsland campus), on:

- early morning shift, that is a period of duty starting at or before 6.30am; or
- afternoon shift, that is a period of duty finishing after 5.00pm and at or before midnight; or
- a night shift as defined in clause 67.1 above

such Trades and Services Staff members shall be paid an additional allowance of 15% of the Trades and Services Staff member's ordinary rate of pay for all time worked between the hours of 5.00pm and 9.00am.

67.3 The payments specified in this Agreement for work on weekends and/or holidays are in substitution for and not cumulative with the shift allowances prescribed in this clause.

67.4 For the purposes of this clause, "all hours worked" and "all time worked" shall be exclusive of any absences on leave (including sick leave) or accrued Rostered Days Off (RDOs).

68. WEEKEND WORK BY STAFF

The following rates will apply for ordinary hours worked by full time or part-time staff on weekends:

- Saturday – time and a half
- Sunday – time and three quarters (Clayton Campus Centre) and otherwise double time.

SECTION 4 – MISCELLANEOUS ITEMS

69. AMENITIES AND ACCOMMODATION

Change rooms shall be provided for the use of staff and means for obtaining hot water and other suitable facilities shall be provided for staff to have meals.

70. CAR PARKING FOR CLEANING STAFF

All cleaning Trades and Services Staff on Clayton Campus working early morning shifts are entitled to free parking on campus in blue or yellow parking bays 4.00-8.00am Monday to Friday and in red parking bays only 4.00-9.00am Monday to Friday, and all cleaning Trades and Services Staff on the Alfred Hospital site are entitled to parking on-site free of charge.

PART 5 – CONDITIONS APPLYING TO MISCELLANEOUS SERVICES STAFF

This Part shall apply to the following categories of trades and services staff:

- Child Care Workers, including Kindergarten and Play Centre Assistants
- Kindergarten Teachers
- Mothercraft Nurses
- Security patrol staff on Peninsula Campus
- Control Room Operators of the Security and Traffic Section on Clayton Campus
- Storage services staff

Those staff are entitled to the provisions in this Part 5, in addition to the conditions in Parts 1 and 2. Where provisions in this Part 5 are inconsistent with Parts 1 and/or 2, the provisions in this Part will prevail to the extent of any inconsistency.

Certain provisions of this Part only apply to some staff, as identified in the headings of each clause.

SECTION 1 – UNIVERSITY AND STAFF MEMBERS’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

71. CASUAL EMPLOYMENT

A casual Trades and Services Staff member shall be paid the ordinary rate plus the following casual loadings (as a percentage of the ordinary rate of pay) as applicable:

	All hours worked Monday to Friday	All hours worked on a Saturday	All hours worked on a Sunday
Security patrol staff on the University's Peninsula Campus	20%	50%	100%
Other miscellaneous services staff	20%	25%	50%

SECTION 2 – SALARIES AND RELATED MATTERS

72. CONTROL ROOM OPERATORS AND SECURITY PATROL STAFF LAUNDRY ALLOWANCE

Where a uniform is provided, a security patrol staff member shall be paid an allowance of 22 cents per shift or period of duty unless such uniform is laundered by the University at the University's expense.

SECTION 3 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

73. HOURS OF WORK FOR CONTROL OPERATORS AND SECURITY PATROL STAFF

- 73.1 The standard ordinary hours of work shall be in accordance with clause 35.1, but may be worked Monday to Sunday
- 73.2 Where an RDO coincides with a Saturday or Sunday the RDO shall by mutual agreement between the University and the staff concerned be either taken in advance or taken on the normal rostered working day following such Saturday or Sunday.
- 73.3 Each day of paid leave taken and any holiday observed by the University and occurring during the relevant RDO accrual period of four weeks or less shall be regarded as a day worked for RDO accrual purposes provided that each day of paid leave is debited by the same number of hours that the staff member would otherwise have been required to work for RDO accrual purposes on that day had he/she not been on leave.
- 73.4 The University shall notify the hours at which staff members are required to commence or cease work.

74. HOURS OF WORK FOR MISCELLANEOUS SERVICES STAFF OTHER THAN CONTROL ROOM OPERATORS AND SECURITY PATROL STAFF

- 74.1 The ordinary hours of duty for staff members other than shift staff members will be in accordance with clause 35.1
- 74.2 The ordinary hours of duty for shift staff members
- shall be worked continuously each shift except for meal breaks;
 - shall not exceed 10 hours inclusive of meal breaks in any single shift;
 - shall be worked in accordance with clause 94.
- 74.3 Where the staff member's hours of duty are worked such that time is accrued towards a Rostered Day Off (RDO), each day of paid leave taken and any holiday observed by the University and occurring during the relevant RDO accrual period of four weeks or less shall be regarded as a day worked for RDO accrual purposes provided that each day of paid leave is debited by the same number of hours that the staff member would otherwise have been required to work for RDO accrual purposes on that day had he/she not been on leave.
- 74.4 Where the hours of duty of a Program Assistant of the University's Elwyn Morey Centre are worked such that time is accrued to take time off during school term breaks, each day of paid leave taken and any holiday observed by the University and falling during school term shall be regarded as accruing towards time off during school term breaks, provided that each day of paid leave is debited by the same number of hours that the staff member would otherwise have been required to work for school term break accrual purposes on that day had he/she not been on leave.
- 74.5 Notwithstanding any other provisions of this Agreement, the University may during the period Monday to Friday, and by agreement with staff member(s) concerned, establish an arrangement for extended shifts of up to nine hours thirty minutes (exclusive of meal breaks) which would not attract shift penalty. Provided that a staff member so agreeing would not be required to work on more than 80% of the ordinary working days (Monday to Friday). No formal offer of, or agreement to, such an arrangement shall be made to a staff member except in accordance with this clause.

75. MEAL BREAKS FOR SECURITY PATROL STAFF

Notwithstanding the provisions of clause 34, no deduction will be made in a staff member's time for a meal period of 30 minutes unless he/she is permitted to leave the University's premises for such period. If the staff member is interrupted during a meal break, his/her break will resume immediately after such an interruption.

76. OVERTIME AND SHIFT WORK RATES FOR CONTROL ROOM OPERATORS AND SECURITY PATROL STAFF

76.1 Definitions

For the purposes of this clause:

"Afternoon shift" means any shift finishing after 6.30pm and at or before midnight.

"Early morning shift" means any shift commencing before 6.30am

"Night shift" means any shift finishing after midnight and at or before 8.00am.

"Permanent night shift" is a night shift which does not rotate or alternate with another shift or with day work so as to give the staff member at least one-third of working time off night shift in each shift cycle.

76.2 Loadings

	Day	Rate of pay
(a)	Monday to Friday : <ul style="list-style-type: none"> • First 7.6 hours • 7.6 – 9.6 hours • Each hour beyond 9.6 • After completion of 8 hours where work on one day and continues into next day. 	Ordinary time Time and a half Double time Overtime
(b)	Shift commencing on Friday and finishing on Saturday: <ul style="list-style-type: none"> • Friday hours 	As above in (a)

	<ul style="list-style-type: none"> • Saturday hours, for hours on the total shift are between 7.6 – 9.6 hours • Saturday hours, for hours on total shift that are in excess of 9.6 hours 	Double time Double time and a half
(c)	Saturday: <ul style="list-style-type: none"> • First 7.6 hours • 7.6 – 9.6 hours • Each hour beyond 9.6 	Time and a half Double time Double time and a half
(d)	Shift Commencing on a Saturday and finishing on a Sunday: <ul style="list-style-type: none"> • Saturday hours • Sunday hours, for hours on the total shift that exceed 10 hours • Sunday hours, for hours worked on the Sunday that exceed 10 hours 	As above in (c) Double time Triple time
(e)	Sunday: <ul style="list-style-type: none"> • First 10 hours • Each hour beyond 10 hours 	Double time Triple time
(f)	Shift Commencing on a Sunday and finishing on a Monday: Sunday hours: <ul style="list-style-type: none"> • Monday hours, for hours on the total shift are between 7.6 – 9.6 hours • Monday hours, for hours on the total shift that in excess of 9.6 hours 	As above in (e) Time and a half Double time

76.3 Work in excess of 38 ordinary hours

In addition to the rates prescribed in clauses 76.2 above, a staff member shall be entitled to one half of the ordinary rate of pay for the first two hours and then the ordinary rate of pay thereafter for all time worked in excess of 38 hours per week, which shall be calculated by reference only to the total time worked during the first 7.6 hours of each shift or period of work, including any holiday observed by the university.

76.4 Shift allowance

A Trades and Services Staff member (other than a casual staff member) shall be paid in addition to the rates prescribed in this clause as follows:

From midnight Sunday to midnight Friday inclusive but excluding work performed on a holiday observed by the University –

- (i) for any "Afternoon shift", "Night shift" or "Early morning shift" as defined above – an amount being 20 per cent of the ordinary hourly rate of pay of the staff member for each ordinary hour worked;
- (ii) for any "Permanent night shift" as defined above – an amount being 30 per cent of the ordinary hourly rate of pay of the staff member for each ordinary hour worked.

77. WEEKEND WORK FOR MISCELLANEOUS SERVICES STAFF OTHER THAN CONTROL ROOM OPERATORS AND SECURITY PATROL STAFF

The following rates will apply for ordinary hours worked on weekends:

- Saturday – time and a half
- Sunday – double time

SECTION 4 – LEAVE OF ABSENCE AND HOLIDAYS

78. ELWYN MOREY CENTRE SCHOOL TERM BREAK ARRANGEMENTS

78.1 During the 6 weeks of school term breaks each year between the end of Term 1 and the commencement of Term 4, a Program Assistant of the University's Elwyn Morey Centre will either:

- (a) take paid time off as accrued during the 42 weeks of school term;
- (b) be stood down; or
- (c) work his/her ordinary weekly hours of work to perform duties consistent with the staff member's classification, experience and training, which may include assistance with a school holiday program.

Provided that other arrangements may apply where agreed in writing between the University and the staff member, with a copy provided to the staff member and a copy placed on his/her personnel file.

78.2 Trades and Services Staff who take paid time off as accrued during the 42 weeks of school term will be required to work additional hours each week at the rate of 14.3% of their ordinary weekly hours of work. The duties directed to be performed whilst working additional hours will be consistent with the classification, experience, and training of staff and may include working with children, preparation of materials, administration, and non-industrial cleaning.

Where the paid time taken off by a Trades and Services Staff member exceeds the time accrued as at his/her date of termination of employment, the University shall be entitled to deduct the amount of such excess from any remuneration payable to the Trades and Services Staff member upon termination of employment. Where the paid time taken off by a Trades and Services Staff member is less than the time accrued as at his/her date of termination of employment, the University shall make payment in lieu of the excess accrual to the Trades and Services Staff member upon termination of employment.

78.3 Trades and Services Staff who are stood down during school term breaks and do not take paid leave will receive no pay during the period of stand down. Provided that Trades and Services Staff salaries may be annualised and paid over the entirety of the year (including school term breaks), if agreed by the University.

SCHEDULE 1 – LIST OF REGISTERED ORGANISATIONS BOUND

Liquor, Hospitality and Miscellaneous Workers Union

SCHEDULE 2 – SALARIES

HEW Level	Column 1 Salary rates ffppoa 1/3/03	Column 2 Stage 1 salary adjust- ment - 2% ffppoa 1/3/04	Column 3 Stage 2 salary adjust- ment - 2% ffppoa 1/9/04	Column 4 Stage 3 salary adjust- ment - 1.5% ffppoa 31/12/04	Column 5 Stage 4 salary adjust- ment - 3.5% ffppoa 1/9/05	Column 6 Stage 5 salary adjust- ment - 3% ffppoa 31/3/06	Column 7 Stage 6 salary adjust- ment - 3.5% ffppoa 30/6/06	Column 8 Stage 7 salary adjust- ment - 3% ffppoa 31/3/07	Column 9 Stage 8 salary adjust- ment - 3% ffppoa 30/9/07	Column 10 Stage 9 salary adjust- ment - 3% ffppoa 31/3/08
HEW 1										
Step 3	\$27,084	\$27,626	\$28,179	\$28,602	\$29,603	\$30,491	\$31,558	\$32,505	\$33,480	\$34,484
Step 2	\$27,637	\$28,190	\$28,754	\$29,185	\$30,206	\$31,112	\$32,201	\$33,167	\$34,162	\$35,187
Step 1	\$28,191	\$28,755	\$29,330	\$29,770	\$30,812	\$31,736	\$32,847	\$33,832	\$34,847	\$35,892
HEW 2										
Step 3	\$29,239	\$29,824	\$30,420	\$30,876	\$31,957	\$32,916	\$34,068	\$35,090	\$36,143	\$37,227
Step 2	\$29,824	\$30,420	\$31,028	\$31,493	\$32,595	\$33,573	\$34,748	\$35,790	\$36,864	\$37,970
Step 1	\$30,409	\$31,017	\$31,637	\$32,112	\$33,236	\$34,233	\$35,431	\$36,494	\$37,589	\$38,717
HEW 3										
Step 7	\$30,777	\$31,393	\$32,021	\$32,501	\$33,639	\$34,648	\$35,861	\$36,937	\$38,045	\$39,186
Step 6	\$31,393	\$32,021	\$32,661	\$33,151	\$34,311	\$35,340	\$36,577	\$37,674	\$38,804	\$39,968
Step 5	\$32,009	\$32,649	\$33,302	\$33,802	\$34,985	\$36,035	\$37,296	\$38,415	\$39,567	\$40,754
Step 4	\$32,654	\$33,307	\$33,973	\$34,483	\$35,690	\$36,761	\$38,048	\$39,189	\$40,365	\$41,576
Step 3	\$33,301	\$33,967	\$34,646	\$35,166	\$36,397	\$37,489	\$38,801	\$39,965	\$41,164	\$42,399
Step 2	\$33,967	\$34,646	\$35,339	\$35,869	\$37,124	\$38,238	\$39,576	\$40,763	\$41,986	\$43,246
Step 1	\$34,645	\$35,338	\$36,045	\$36,586	\$37,867	\$39,003	\$40,368	\$41,579	\$42,826	\$44,111
HEW 4										
Step 4	\$35,392	\$36,100	\$36,822	\$37,374	\$38,682	\$39,842	\$41,236	\$42,473	\$43,747	\$45,059
Step 3	\$36,102	\$36,824	\$37,560	\$38,123	\$39,457	\$40,641	\$42,063	\$43,325	\$44,625	\$45,964
Step 2	\$36,933	\$37,672	\$38,425	\$39,001	\$40,366	\$41,577	\$43,032	\$44,323	\$45,653	\$47,023
Step 1	\$37,855	\$38,612	\$39,384	\$39,975	\$41,374	\$42,615	\$44,107	\$45,430	\$46,793	\$48,197
HEW 5										
Step 8	\$38,472	\$39,241	\$40,026	\$40,626	\$42,048	\$43,309	\$44,825	\$46,170	\$47,555	\$48,982
Step 7	\$39,241	\$40,026	\$40,827	\$41,439	\$42,889	\$44,176	\$45,722	\$47,094	\$48,507	\$49,962
Step 6	\$40,040	\$40,841	\$41,658	\$42,283	\$43,763	\$45,076	\$46,654	\$48,054	\$49,496	\$50,981
Step 5	\$40,840	\$41,657	\$42,490	\$43,127	\$44,636	\$45,975	\$47,584	\$49,012	\$50,482	\$51,996
Step 4	\$41,643	\$42,476	\$43,326	\$43,976	\$45,515	\$46,880	\$48,521	\$49,977	\$51,476	\$53,020
Step 3	\$42,473	\$43,322	\$44,188	\$44,851	\$46,421	\$47,814	\$49,487	\$50,972	\$52,501	\$54,076
Step 2	\$43,322	\$44,188	\$45,072	\$45,748	\$47,349	\$48,769	\$50,476	\$51,990	\$53,550	\$55,157

Step 1	\$44,190	\$45,074	\$45,975	\$46,665	\$48,298	\$49,747	\$51,488	\$53,033	\$54,624	\$56,263
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HEW 6

Step 5	\$44,626	\$45,519	\$46,429	\$47,125	\$48,774	\$50,237	\$51,995	\$53,555	\$55,162	\$56,817
Step 4	\$45,518	\$46,428	\$47,357	\$48,067	\$49,749	\$51,241	\$53,034	\$54,625	\$56,264	\$57,952
Step 3	\$46,442	\$47,371	\$48,318	\$49,043	\$50,760	\$52,283	\$54,113	\$55,736	\$57,408	\$59,130
Step 2	\$47,367	\$48,314	\$49,280	\$50,019	\$51,770	\$53,323	\$55,189	\$56,845	\$58,550	\$60,307
Step 1	\$48,167	\$49,130	\$50,113	\$50,865	\$52,645	\$54,224	\$56,122	\$57,806	\$59,540	\$61,326

HEW 7

Step 6	\$49,245	\$50,230	\$51,235	\$52,004	\$53,824	\$55,439	\$57,379	\$59,100	\$60,873	\$62,699
Step 5	\$50,230	\$51,235	\$52,260	\$53,044	\$54,901	\$56,548	\$58,527	\$60,283	\$62,091	\$63,954
Step 4	\$51,243	\$52,268	\$53,313	\$54,113	\$56,007	\$57,687	\$59,706	\$61,497	\$63,342	\$65,242
Step 3	\$52,260	\$53,305	\$54,371	\$55,187	\$57,119	\$58,833	\$60,892	\$62,719	\$64,601	\$66,539
Step 2	\$53,306	\$54,372	\$55,459	\$56,291	\$58,261	\$60,009	\$62,109	\$63,972	\$65,891	\$67,868
Step 1	\$54,014	\$55,094	\$56,196	\$57,039	\$59,035	\$60,806	\$62,934	\$64,822	\$66,767	\$68,770

HEW 8

Step 6	\$55,400	\$56,508	\$57,638	\$58,503	\$60,551	\$62,368	\$64,551	\$66,488	\$68,483	\$70,537
Step 5	\$56,506	\$57,636	\$58,789	\$59,671	\$61,759	\$63,612	\$65,838	\$67,813	\$69,847	\$71,942
Step 4	\$57,646	\$58,799	\$59,975	\$60,875	\$63,006	\$64,896	\$67,167	\$69,182	\$71,257	\$73,395
Step 3	\$58,784	\$59,960	\$61,159	\$62,076	\$64,249	\$66,176	\$68,492	\$70,547	\$72,663	\$74,843
Step 2	\$59,953	\$61,152	\$62,375	\$63,311	\$65,527	\$67,493	\$69,855	\$71,951	\$74,110	\$76,333
Step 1	\$61,154	\$62,377	\$63,625	\$64,579	\$66,839	\$68,844	\$71,254	\$73,392	\$75,594	\$77,862

HEW 9

Step 4	\$64,632	\$65,925	\$67,244	\$68,253	\$70,642	\$72,761	\$75,308	\$77,567	\$79,894	\$82,291
Step 3	\$65,924	\$67,242	\$68,587	\$69,616	\$72,053	\$74,215	\$76,813	\$79,117	\$81,491	\$83,936
Step 2	\$67,248	\$68,593	\$69,965	\$71,014	\$73,499	\$75,704	\$78,354	\$80,705	\$83,126	\$85,620
Step 1	\$68,603	\$69,975	\$71,375	\$72,446	\$74,982	\$77,231	\$79,934	\$82,332	\$84,802	\$87,346

HEW 10

Step 1	\$69,249	\$70,634	\$72,047	\$73,128	\$75,687	\$77,958	\$80,687	\$83,108	\$85,601	\$88,169
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"ffppoa" means first pay period on or after.

SCHEDULE 3 – LEAVE ENTITLEMENTS

All paid and unpaid leave as referred to in clause 40.

Purpose of leave	Application and eligibility	Leave entitlement
Staff member applying for leave must specify it is for the purpose listed below.	All staff members are eligible for the entitlements in this Table provided that for any specific category of leave, the staff member has been or is:	A staff member's entitlement is subject to the conditions set out in clauses 40-49 of the Agreement.
(a) Annual leave		Twenty paid working days for each completed year of service, which can accumulate up to 30 days.
	7 day-shift workers	An additional 5 paid days where the rostered shifts include at least 10 Sundays in the accrual period or half a day for each rostered shift on a Sunday where less 10 Sundays shifts are rostered
(b) Sick leave Unable to perform his/her duties due to an illness or injury		15 paid days for each year of service which shall accumulate if not taken.
(c) Carer's leave To care for a family member		Up to 5 paid days of sick leave in any calendar year, by arrangement with the University up to 5 single days of annual leave or make up time by performing additional work at ordinary time to make up for time lost.
(d) Isolation leave Has a contracted disease or is isolated on the direction of a medical practitioner		Paid leave for the required period of isolation.
(e) Repatriation leave Absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs	Engaged in war service.	Up to 15 paid days during each year of service, cumulative up to 100 days.
(f) Long service leave	At least ten years of recognised service	9.1 paid weeks after seven years of service and at the rate of 1.3 weeks for every additional year thereafter.
(g) Jury Service For serving on a jury	Called for jury service	Paid leave for the duration of attendance.
(h) Fire fighting and emergency assistance leave Fire-fighting or other forms of emergency assistance.	A member of a voluntary organisation, or responds to an appeal for emergency purposes	Paid leave for the duration of the participation in the emergency activity, plus one day of recovery leave on completion.
(i) Defence Reserve Forces Leave Attendance at annual training camp, schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces.	A member of the Defence Reserve Forces	In any calendar year, 14-18 paid days for an annual camp and up to 14 paid days for other purposes.
(j) Blood donor leave		Paid leave for the period required.

For donating blood.		
(k) Compassionate leave Death or serious illness of a family member		3 days paid leave on each occasion, provided that additional paid leave may be granted due to special circumstances such as extensive travel.
(l) Court appearances leave Appearance in a court case.	Subpoenaed to appear as a crown witness, or to give evidence.	Paid leave for the period required where the matter is directly related to his/her employment or the staff member appears as a Crown witness, and unpaid leave for any other matter.
(m) Parental Leave (Maternity) Birth and care of a child	A birth mother with continuous service of:	Paid leave for a continuous period of 14 weeks (to conclude no later than 14 weeks following the birth) and additional leave of 38 weeks at 60% of pay. The 38 week leave period may be converted to other options under the return to work scheme.
	• at least 24 months;	
	• 12 –24 months;	Paid leave for a continuous period of 14 weeks (to conclude no later than 14 weeks following the birth) and additional leave at the rate of 3.16 weeks for each completed month of service between 12 and 24 months at 60% of pay.
	• less than twelve months	Paid leave for a continuous period at the rate of 1.16 weeks for each month of service and to conclude no later than 14 weeks following the birth.
	Period of paid leave is exhausted	Additional unpaid leave taken within 52 weeks of the commencement of maternity leave which will bring the aggregate period of paid and unpaid leave to a maximum of 52 weeks
(n) Parental Leave (Adoption) Adoption of a child	Approved applicant for the adoption of a child: <ul style="list-style-type: none"> • under 12 months; • 12 months or over. 	<ul style="list-style-type: none"> • Maternity leave <i>mutatis mutandis</i>. • 50% of the maternity leave entitlement <i>mutatis mutandis</i>.
(o) Parental Leave (Spouse/Partner Birth) Birth and care of a child born to the staff member's partner.	<ul style="list-style-type: none"> • Responsibility for the on-going care of a child born to his/her domestic partner • Absent to assist the birth mother immediately before or after the birth. 	<ul style="list-style-type: none"> • Continuous unpaid leave for up to 52 weeks to be taken within 12 months after the birth. • 5 paid days to be taken within the period commencing one week prior to the expected date of birth and concluding not later than 6 weeks after the birth.
(p) Arbitration Leave Preparation or conducting a case in an Industrial Relations Commission.	Up to two staff members for the same case.	In any calendar year, paid leave for the conduct of the case and unpaid leave of up to three months for the preparation of the case.
(q) Religious leave For the observance of religious occasions		Unpaid leave for up to 3 days in any one calendar year.
(r) Ceremonial leave Preparing for, or attending to community organisation business and relevant cultural duties and	Identified as, is accepted as a member of the Aboriginal or Torres Strait Islander community.	On prior application of at least 14 days prior, up to 5 days paid leave plus 10 days unpaid leave per calendar year.

celebrations.		
(s) Election leave Standing for election to Federal or State Parliament	Nomination as Candidate for Federal or State Government.	Unpaid leave not exceeding the election period.
(t) Sporting leave For participating in or officiating at sporting events.	Participation as a competitor or acting as an accredited official in a sporting event.	On application at least 14 days prior, up to four weeks' paid leave for Olympic, Commonwealth or Pacific Conference games and up to 4 weeks unpaid leave for all other events.
(u) Leave to accompany spouse overseas For accompanying a spouse travelling on long service leave or for OSP or staff training	A spouse employed by the University	Unpaid leave for the period of travel subject to operational requirements, and up to 2 occasions only.
(v) Special Leave For any purpose approved at the discretion of the University.		Paid or unpaid leave for the duration of the circumstances.

SCHEDULE 4 –PRIOR SERVICE

1. RECOGNITION OF SERVICE

- 1.1 Where the Trades and Services Staff member claims recognition of prior service for long service leave purposes, the University will notify the staff member of the amount of recognised service as soon as possible but no later than 12 months after the date of appointment. Where previous service is recognised the University may require that the staff member complete up to 3 years' service with the University before long service leave may be taken.
- 1.2 Prior service with the following employers will be recognised (subject to application within 6 months of appointment) for up to 10 years:
- (a) Any Australian University or TAFE Institutes;
 - (b) The Commonwealth or any State/Territory Public Service and instrumentalities including the armed forces and bodies with which the Public Services have reciprocal relations as published from time to time in the regulations of the Public Service.
 - (c) Institutions listed in Schedule 2 of the Post-Secondary Education Act which have agreed to reciprocity of recognition of service for long service eligibility purposes.
 - (d) Other employers by negotiation between the staff member and the University at the time of the staff member's appointment.
 - (e) The aggregate of any periods of non-continuous recognised service;
 - (f) Service with CSIRO, Monash University companies, Australian inter-university bodies (e.g. AV-CC) and the TAFE Board (general staff only).
- 1.3 The following will not count as service for long service leave purposes:
- (a) Any period of service subsequent to the date from which a pension is payable under the provision of the Superannuation Act or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health;
 - (b) Any period of service for which payment in lieu of long service leave has been made by a previous employer or which a staff member has an entitlement to payment in lieu by a previous employer, provided that any such period of service will be included for the purpose of satisfying the requirement that a minimum of ten years be served before long service leave may be taken.
- 1.4 Sick leave credits with employers recognised for long service leave prior service purposes will be transferable up to a maximum of 30 days, and previous service with the University will be counted for sick leave purposes provided any break in service does not exceed 12 months.

SCHEDULE 5 – APPLICATION OF LEAVE

1. APPLICATION OF ANNUAL LEAVE

- 1.1 Leave may be taken as a single continuous period at a time agreed between the Trades and Services Staff member and the relevant supervisor, and up to twenty days leave may be granted in advance of the date on which the entitlement accrues.
- 1.2 A Trades and Services Staff member's maximum entitlement to accrue annual leave shall be limited to 30 working days, provided that the maximum entitlement to accrue annual leave for a staff member whose ordinary hours of duty are performed over 7 days a week including Sundays and holidays shall be limited to the following:
- 37.5 working days where the rostered time of ordinary duty of the staff member includes at least 10 Sundays during the period of annual leave accrual of the staff member; or
 - 30 working days where the rostered time of ordinary duty of the staff member includes less than 10 Sundays during the period of annual leave accrual of the staff member plus an extra 0.75 of a working day in respect of each Sunday so rostered.
- 1.3 Where a Trades and Services Staff member ceases employment with the University payment in lieu of annual leave credits up to a maximum of 30 days will be paid on termination, provided that where termination of employment is due to the Trades and Services Staff member's death such payment will be made to the Trades and Services Staff member's estate. Payment in lieu up to a maximum of 30 days will be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.
- 1.4 Trades and Services Staff will be notified when their annual leave balance is within 5 days of their maximum accrual and within two weeks of such notice will submit a proposal to their supervisor, for reducing the leave balance which will normally be accepted. In the absence of agreement or if the Trades and Services Staff member fails to submit a proposal within the required time, the Trades and Services Staff member will take annual leave at the direction of the University and his/her leave balance will be adjusted accordingly.
- 1.5 Subject to both the notification and direction of the University being made to the Trades and Services Staff member, by operation of this Agreement, Trades and Services Staff will be deemed to have been directed to take and to have taken any excess annual leave balance (i.e. greater than the maximum accrual).
- 1.6 Notwithstanding the provisions of clause 1.1 above of Schedule 5, Program Assistants of the University's Elwyn Morey Centre may be directed to take a minimum period of up to 4 weeks' annual leave from the commencement of the first university business day immediately following the annual Christmas/New Year closedown. In addition, the university shall be entitled to the peremptory rejection of any application for annual leave during university term (excluding mid-semester and mid-year breaks) from a cleaning staff member of the Facilities and Services Division where three other cleaning staff from his/her zone have already been approved leave for that time.
- 1.7 Periods of annual leave will be for periods of no less than 5 working days except where annual leave is taken as approved special family leave. Provided that staff may take annual leave in single days where they apply for such annual leave at least seven days in advance and such annual leave is taken in single days on no more than three occasions during any year of service.
- 1.9 Notwithstanding the provisions of clause 1.9 above of Schedule 5, cleaning staff members of the Facilities and Services Division shall have no entitlement to periods of annual leave of less than 10 working days.

2. Annual Leave Loading

- 2.1 All Trades and Services Staff members shall be entitled to 17.5 per cent of the Trades and Services Staff member's ordinary time earnings for the period of leave accrued, payable in the pay period in which 15 December occurs, with a maximum payment equal to the Australian Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the date of accrual.
- 2.2 Staff members may volunteer, in January each year, to receive three and one-half (3.5) days' leave in addition to annual leave. In return they will forfeit their entitlement to payment of annual leave loading in the year in which the leave is taken. These three and a half extra days leave will be taken in accordance with normal University leave processes, but are non-cumulative and must be taken prior to 31 December in any given year. Exit from the scheme is open only in January each

year. The additional three and one-half (3.5) days' leave granted will not attract penalty rates if staff work on any one of these days.

3. APPLICATION OF LONG SERVICE LEAVE

- 3.1 A Trades and Services Staff member is entitled to choose the time for taking long service leave provided that at least six months' written notice is given, or a lesser time if agreed by the University, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A Trades and Services Staff member may apply for leave on full pay; double the period of leave on half pay; or, until the nominal expiry date of this Agreement, half the period of leave on double pay provided the long service leave balance is 19.5 weeks or more.
- 3.2 A staff member who has a long service leave balance in excess of 15.6 weeks (592.8 hours) at the end of any calendar year will be formally requested by his/her supervisor to enter into a mutual agreement that will specify when, prior to the end of that calendar year, sufficient leave will be taken to avoid the accumulated leave exceeding 15.6 weeks (592.8 hours). The University may deem a Trades and Services Staff member to be on long service leave where his or her balance is in excess of 15.6 weeks at either 1 February or 1 August in any year.
- 3.3 Where a staff member's time fraction has varied, the staff member may choose to be paid in accordance with one of the following options:
- (a) at the ordinary rate of pay with leave entitlements adjusted pro rata for any variations in fraction during the accrual period; or
 - (b) the ordinary rate of pay adjusted to the average fraction over the accrual period as at the date of commencement of leave.
- 3.4 Payment in lieu of long service leave calculated on a daily basis equivalent of 1.3 weeks per annum will be paid when the staff member's employment with the University is terminated in following circumstance:
- (a) After seven years or more service, including recognised service with another employer;
 - (b) After four years' service on the grounds of age retirement, ill-health or death.

4. SICK LEAVE

- 4.1 On commencement of appointment a Trades and Services Staff member will be credited with 30 days sick leave for appointments of 24 months or more and pro rata for appointments of less than 24 months.
- 4.2 For absences in excess of either 3 consecutive days (including weekends and public holidays) or 6 aggregate days in any working year, a Trades and Services Staff member will be required to provide satisfactory evidence of illness or incapacity.
- 4.3 A Trades and Services Staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of a medical certificate or statutory declaration that he/she was ill for two or more consecutive days during the period of leave.
- 4.4 A staff member may convert sick leave on full pay to sick leave on half pay at any time.
- 4.5 Where a period of illness exceeds the staff member's sick leave credited entitlements, the University may approve sick leave in advance, provided the period of advanced leave will be accrued within the period of appointment.

5. CARER'S LEAVE

For the purposes of Carer's Leave, family member shall mean either:

- (a) a member of the Trades and Services Staff member's household; or
- (b) a member of the Trades and Services Staff member's immediate family.

"Immediate family" includes spouse, child, parent, grandparent, grandchild, sibling, or any other person with whom the University is satisfied that the staff member has a bona fide immediate family relationship.

"Spouse" includes spouse, de facto spouse, former spouse, and former de facto spouse.

"De facto spouse" means a person of the opposite or same sex who lives with the staff member as husband, wife or partner of the staff member on a bona fide domestic basis although not legally married to that person.

"Child" includes a dependent or adult child (including an adopted, step or ex-nuptial child).

6. APPLICATION OF OTHER LEAVE

- 6.1 The approval of ceremonial or sporting leave is subject to application at least 2 weeks prior to the intended commencement of leave.
- 6.2 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a Trades and Services Staff members' annual or long service leave credits for any jury service attendance.

7. APPLICATION OF PARENTAL LEAVE

- 7.1 Four weeks' notice of parental leave will be required.
- 7.2 Incremental advancement shall continue during Parental Leave.

Maternity Leave and Adoption Leave

- 7.3 Maternity leave will commence no earlier than 6 weeks prior to an expected birth date unless medical evidence recommends otherwise. On at least 14 days' notice, a supervisor may direct a pregnant *Trades and Services Staff* member to commence maternity leave at any time within 6 weeks prior to the expected birth date. All adoption and maternity leave on full pay must be taken as a continuous period.
- 7.4 A staff member's annual leave management obligations under clause 1 of Schedule 5 continue to apply regardless of any absence on parental leave.

Return to Work After Maternity Leave, Adoption Leave or Parental Leave (Spouse/Partner Birth)

- 7.5 At the end of a period of paid or unpaid Maternity Leave, Adoption Leave or Parental Leave (Spouse/Partner Birth) a Trades and Services Staff member is entitled to resume work on the same substantive classification, fraction of employment, and salary and with commensurate duties as applied prior to the commencement of the leave subject to the provision of at least 4 weeks' prior confirmation of return.
- 7.6 With 6 weeks' notice prior to return, a Trades and Services Staff member returning from parental leave and who remains as the child's primary caregiver may request a reduced working year arrangement in accordance with Clause 49, or a reduced fraction for a specified period of time.

38 Weeks Maternity Leave (Return to Work Conversion Option)

- 7.7 At the time of applying for leave, a staff member entitled to 38 weeks' leave at 60% of pay (or a monthly pro rata equivalent) in accordance with Schedule 5, paragraph (m) who intends to return to work prior to the expiry of some or all of the 38 week period, may choose to use the unexpired period (or its equivalent cash value) for any of the following return to work options:
 - (a) Returning to work on a reduced fraction at full salary, subject to having taken at least 26 weeks' paid parental leave, for the duration of the unexpired period or until the staff member returns to his/her substantive fraction, whichever is the earlier.
 - (b) Payment of the unexpired period as a lump sum, a fortnightly allowance or child care fees for University-provided child care (subject to the staff member assuming liability for any FBT costs)
 - (c) Where the staff member reduces his/her intended period of parental leave with the University's agreement, banking of the unexpired period for use as salary payment during any future period of unpaid parental leave, with payment at the ordinary rate of pay applying when the banked leave is taken.
- 7.8 Provided that the staff member may change his/her election on 14 days' written notice and the University may charge the staff member an administration fee to cover any costs incurred. Any unused portion of the staff member's entitlement to leave at

60% of pay remaining at the termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

Right to Share 38 Weeks Leave with Spouse

7.9 Where a staff member and his or her spouse are employed by the University and share primary care responsibility for the child, either staff member may use some or all of the 38 weeks leave at 60% pay. Provided that the combined entitlement taken by both partners will be limited to a maximum of 38 weeks subject to the adoption leave limitation in Schedule 5, paragraph (n).

Return to Work Deed

7.10 A staff member shall enter into a return to work deed as a condition of payment for some or all of the 38 weeks leave at 60% of pay available under clause 35.1 and Schedule 5.

7.11 Such a deed will specify that return to work must be for a period equivalent to the period of leave at 60% of pay (or the value of any return to work conversion option) taken, and the staff member will repay any shortfall in the event of resignation prior to this period's expiry, with any balance outstanding to be deducted from any entitlements otherwise due to the staff member on resignation.

7.12 A staff member's parental leave will be cancelled where the staff member:

- returns to work following parental leave;
- ceases as the adopted child's primary caregiver following the date of placement;
- ceases to accept responsibility for the ongoing care of the child in the case of domestic partner birth leave;
- has applied for maternity leave and her pregnancy ends other than by the birth of a living child, whether or not maternity leave has commenced; and/or
- ceases as the child's primary caregiver during maternity leave and any entitlement to paid maternity leave at her full ordinary rate of pay has been exhausted.

Termination or Still Birth

7.13 Where a Trades and Services Staff member's pregnancy has proceeded for at least 20 weeks and her pregnancy either terminates or results in a still born child, the Trades and Services Staff member will be entitled to a maximum aggregate continuous period of 26 weeks' paid and unpaid leave comprising either:

- (a) paid leave equivalent to that in Schedule 3(m) of this Agreement as applicable; or
- (b) where the staff member has already commenced such leave, the balance remaining of such leave and unpaid leave. Provided that the maximum aggregate continuous period may be extended to 52 weeks where certified by a medical practitioner. The Trades and Services Staff member will resume duty at a time agreed upon in consultation with her supervisor.

7.14 A staff member on unpaid maternity leave who has an accrued sick leave entitlement and becomes ill as a result of her pregnancy or childbirth is entitled to be placed on sick leave for the period of illness subsequent to the expiration of her paid maternity leave, provided she submits a medical certificate or statutory declaration in support.

Adoption Leave – Specific Conditions

7.15 For the purposes of adoption leave, "child" means a child or children of the Trades and Services Staff member through an adoption process who is not the birth child of the Trades and Services Staff member or the Trades and Services Staff member's partner and who has not lived continuously with the Trades and Services Staff member for a period of six months or longer.

7.16 The provisions for maternity leave apply in the same manner to adoption leave.

Signed for and on behalf of
MONASH UNIVERSITY

in the presence of

Signed for and on behalf of
LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION