

Return to Work Deed made at _____ on _____
(suburb) (date)

Parties: Monash University ("the University")

and

_____ of _____
(full name) (address)

Background

- A. You are a staff member of the University whose employment is subject to the *Monash University Enterprise Agreement (Academic and Professional Staff) 2009* and you have applied to take maternity leave or adoption leave.
- B. The University has agreed to pay you for some or all of a maximum of 38 weeks' leave at 60% ordinary rate of pay (or other formula) depending on the circumstances as provided in the Enterprise Agreement (either as paid leave or other benefit in the form of return to work conversion option), on the condition that you enter into this Deed.
- C. The additional maternity leave or adoption leave that the University will provide to you is subject to the terms and conditions of this Deed and to the relevant provisions of the Enterprise Agreement.

Operative provisions

1. Definitions and interpretations

In this Deed:

- (a) headings are for ease of reference only and do not affect the construction of this Deed;
- (b) a word importing the singular includes the plural (and vice versa);
- (c) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) the expression "**must repay**" means must repay within 14 days or otherwise as agreed in writing between the parties; and
- (f) the following terms (in both singular and plural forms) have the meaning assigned to them:

"Adoption Leave" means the leave available to approved applicants under clause 39 and Schedule 5 of the Enterprise Agreement for the adoption of a child.

"additional paid Parental Leave" means any paid Maternity or Adoption leave entitlements that are available to you under clause 39 and Schedule 5 of the Enterprise Agreement that are in addition to an initial period of leave on full pay as specified in Schedule 5.

"Deed" means this Return to Work Deed.

"equivalent period" means the sum of the following periods:

- (a) the period of leave taken at 60% pay (irrespective of your return to work fraction upon return from Parental Leave) by you; plus
- (b) if you receive some or all of the 60% maternity leave entitlement as benefit in the form of return to work conversion option, the period upon return from Parental Leave that it takes for you to earn salary (inclusive of additional hours, overtime, shift work, and/or higher duties allowances but exclusive of any benefit paid as salary under the return-to-work conversion option itself) equivalent in aggregate to the cash value of the return-to-work conversion option benefit received.

"Enterprise Agreement" means the *Monash University Enterprise Agreement (Academic and Professional Staff) 2009*

"Maternity Leave" means the leave available to a birth mother under clause 39 and Schedule 5 of the Enterprise Agreement.

"Parental Leave" includes Adoption leave and Maternity leave.

"University" means Monash University, a body politic and corporate established under the *Monash University Act 1958*.

"You" and "Your" means _____
(full name)
 of _____
(address)

2. Additional Paid Parental Leave

Subject to the terms and conditions of this Deed and the Enterprise Agreement, the University will grant you access to additional paid Parental Leave.

3. Conditions of Additional Paid Parental Leave

3.1 You acknowledge that:

- (a) the approval of additional paid Parental Leave is subject to confirmation by the University of your entitlement;
- (b) you enter into this Deed as a condition of payment for additional paid Parental Leave;
- (c) you are responsible for all salary deductions (such as Health Insurance Cover) during periods of unpaid leave; and
- (d) if an extension to the period of parental leave is requested and approved in accordance with clause 39.5 of the Enterprise Agreement, this Deed shall continue to apply in full and you will not be absolved from your obligations under this Deed. The return to work obligation shall apply from the end of the extended period of Parental Leave.

4. Repayment Obligation

4.1 You agree that should you access additional paid Parental Leave (either as paid leave or other benefit in the form of return to work conversion option as provided in the Enterprise Agreement) then subject to clause 4.2 you will return to work at the end of the period of Parental Leave (including any extended period of Parental Leave) for the equivalent period and will not resign from your employment during the equivalent

period.

- 4.2** You agree that if you are dismissed or you resign from your employment with the University, prior to completion of the equivalent period, you must repay to the University the sum (calculated pro rata based on the shortfall in the period of return to work required under clause 4.1) received by you (including the value of any superannuation contribution made on the 60% of pay) from the University as additional paid Parental Leave.
- 4.3** As specified in the Enterprise Agreement any balance outstanding may be deducted from any entitlements otherwise due to you upon termination/cessation of employment.

5. General

- 5.1** You cannot assign this Deed or any part of it to any person.
- 5.2** Notwithstanding any other provision of this Deed, upon your death this Deed terminates and to avoid any doubt, there is no obligation on your estate to make any repayment of payments made during Parental Leave.
- 5.3** Part or all of any clause of this Deed that is illegal or unenforceable will be severed from this Deed and will not affect the continued operation of its remaining provisions.
- 5.4** The failure of either party at any time to insist on performance of any provision of this Deed is not a waiver of its right at any later time to insist on performance of that or any other provision of this Deed.
- 5.5** This Deed is governed by the laws applying in Victoria.
- 5.6** To the extent permitted by law, this Deed constitutes the entire agreement between the parties as to additional paid Parental Leave and supersedes all prior representations and agreements in connection with that subject matter.
- 5.7** This Deed may only be varied by a document signed by you and an authorised officer of the HR Division of the University.

Executed as a Deed.

Signed, sealed and delivered for and on behalf of **Monash University** by its duly authorised officer of the Monash HR in the presence of:

Signature (HR Adviser)

Please print name and Position of Signatory in full

in the presence of:

Signature (HR Adviser's witness)

Please print name of Witness in full (HR Adviser's witness)

Signed, sealed and delivered by:

Signature (Staff member)

Please print - Staff member's name

in the presence of:

Signature of Witness (Staff member's witness)

Please print – name of Witness in full