

**MONASH UNIVERSITY ENTERPRISE AGREEMENT (TRADES AND SERVICES
STAFF – BUILDING AND METAL TRADES STAFF) 2009**

SUMMARY OF KEY FEATURES AND CHANGES

In preparation for the forthcoming staff vote, this document provides a guide to the proposed Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009 and its key features and changes in comparison with the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff and Grounds and Gardening Staff) 2005.

It is not a legal document and staff are encouraged to read the full text of the proposed Agreement available at <http://adm.monash.edu.au/enterprise-agreements/trades-services-bmt-2009>. Any inquiries regarding the proposed Agreement may be directed to the university's Workplace Relations Branch on telephone 9902 9661 or via e-mail at ebfeedback@adm.monash.edu.au.

Clause 5 – Operation of Agreement:

From date of Fair Work Australia (FWA) approval to nominal expiry date of 30 June 2012.

Clause 6 – Application and Parties Bound:

No longer includes coverage of grounds and gardening staff.

Clause 7 – Operation of Extant Awards and Agreement:

Agreement remains closed and comprehensive but subject to the National Employment Standards (NESs) of the *Fair Work Act 2009*.

Clause 9 – Job Security:

Operation of provision extended to 30 June 2012.

Clause 10 – Consultation About Change:

- University to notify affected staff and the relevant union(s) regarding any proposed significant or substantial change.
- Prior to a decision to proceed, University to initiate consultation with a written outline of the proposal, its rationale, and the impact on staff, and staff and the relevant union(s) have up to two weeks to respond.
- University to provide written responses to issues raised in writing by staff and/or the relevant union(s).

Clause 11 – Joint Consultative Committee:

Committee provisions preserved.

Clause 12 – Dispute Settling Procedures:

Application of procedure extended to include disputes in relation to the NESs and where otherwise provided for in the Agreement.

Clause 13 – Employment Related Grievance Resolution Procedures:

Availability of grievance resolution procedures to trades and services staff on the same terms as those applying for academic and professional staff members.

Clause 17 – Casual Employment:

Casual loading for hours worked Monday to Friday increases to 24% on commencement of the Agreement and 12 months thereafter to 25%.

Clause 18 – Fixed-term Employment:

- Arrangements returned to those applying pre-HEWRRs consistent with academic and professional staff.
- Fixed-term employment no longer terminable for unsatisfactory performance or redundancy.
- Use of fixed-term employment limited to prescribed categories.
- Entitlement to offer of further employment and right to apply for conversion removed.

Clause 19 – Individual Flexibility Arrangements:

Availability of individual flexibility arrangements to be negotiated between the university and staff to vary the terms of the Agreement regarding annual leave, unpaid parental and carer's leave, and seasonal employment and annualised salaries.

Clause 23 – Classifications and Salary Rates:

Salary increases as follows:

2% from the commencement of the first full pay period on or after 31 March 2009 (already paid and to be absorbed)

1.5% from the commencement of the first full pay period on or after 31 October 2009 (already paid and to be absorbed)

2% from the commencement of the first full pay period on or after 31 March 2010 (already paid and to be absorbed)

2% from the commencement of the first full pay period on or after 31 October 2010

2% from the commencement of the first full pay period on or after 31 March 2011

3% from the commencement of the first full pay period on or after 31 October 2011

4% from the commencement of the first full pay period on or after 31 March 2012

Clause 25 – Performance Enhancement:

Annual performance review meeting to be convened 3-6 months prior to the staff member's incremental date.

Clause 27 – Reclassification of Positions:

Reference to the employment-related grievance resolution procedures where the content of a position description or classification proposal form remains in dispute for more than two months and date of effect fixed for any resulting reclassification.

Clause 29 – Payment of Salaries and Deductions:

Introduction of a uniform procedure for the recovery of overpayments as for academic and professional staff, with referral to the Dispute Settling Procedures in the event of a disputed recovery.

Clause 31 – Superannuation:

Existing superannuation arrangements maintained but with the addition of superannuation choice for up to 5% of staff.

Clause 34 – Special Rates:

Provision for the increase and automatic adjustment of all special rates.

Clause 38 – Electrical Compliance Safety Certificate:

Allowance increased from \$25 to \$30 per fortnight.

Clause 39 – Plumbing Registration:

Allowance increased from \$25 to \$30 per fortnight.

Clause 42 – Meal and Tea Breaks:

Overtime meal allowance increased to \$17.45 and future adjustments during the nominal life of the Agreement to be in accordance with the Take Away Fast Foods Sub-group CPI.

Clause 50 – Leave Entitlements:

Paid work not permitted during any period of paid or unpaid leave without the prior written authorisation of the university.

Clause 51 – Holidays and Christmas/New Year Closedown Arrangements:

- Staff to be absent from duty for the duration of the closedown period unless required to work by the university.
- Debiting arrangements specified where staff have accrued insufficient paid time off to cover their absence from duty during the closedown period other than for Christmas Day, Boxing Day, and New Year's Day.
- Where staff have accrued more paid time off than required to cover their absence from duty during the closedown period, the balance of paid time off remaining is to be taken prior to the next closedown period or is liable to forfeit.

Schedule 3 – Leave Entitlements:

Definitions for leave purposes included.

Schedule 3, paragraph (b) – Personal Leave:

- Entire paid personal leave balance available to be taken as carer's leave.
- Non-casual staff who have exhausted their paid personal leave entitlements and casual staff are entitled to up to two days of unpaid carer's leave on each occasion when required.

Schedule 3, paragraph (h) – Defence Reserve Forces Leave:

- Elaboration of the leave entitlement and payment applying for schools, classes or courses of instruction conducted by or on behalf of Defence Reserve Forces.

Schedule 3, paragraph (l) – Parental Leave (Maternity):

- Specification of the conditions applying to requests for an additional 12-month period of unpaid maternity leave.

Schedule 3, paragraph (m) – Parental Leave (Adoption):

- Parity with maternity leave entitlements whether or not the adopted child is under 12 months of age.

Schedule 3, paragraph (n) – Parental Leave (Spouse/Domestic Partner Birth):

- A staff member with at least 12 months' continuous service and whose spouse/domestic partner (whether or not employed by the university) has already taken 12 months' parental leave is entitled to a 12-month period of unpaid parental leave.
- Specification of the conditions applying to requests for an additional 12-month period of unpaid spouse/domestic partner birth leave.

Schedule 4 – Prior Service:

Elaboration of procedural requirements for claims for recognition of prior service (including treatment of breaks in prior service of more than 12 months) consistent with academic and professional staff entitlements.

Schedule 5 – Position Classification Standards:

Standards transferred from internal university manual to the Agreement.

Schedule 6.1 – Application of Annual Leave and Annual Leave Loading:

- Appeal procedures specified where the staff member and his/her supervisor are unable to agree on the time of taking annual leave.
- 30-day cap on payment in lieu of annual leave on termination of employment removed.
- Revised arrangements for excess annual leave balance (EAL) management – after three warning e-mails, if a staff member fails to have an approved leave plan in place by 31 December to eliminate any EAL, he/she will be rostered and deemed to be on annual leave from the first working day in the new year until the staff member's annual leave balance is reduced to 20 days.

Schedule 6.2 – Application of Long Service Leave:

- A staff member is entitled to choose the time for taking long service leave by giving a minimum of three months' notice.
- Revised arrangements for excess leave balance management (ie. where balance in excess of 15.6 weeks) – if a staff member fails to submit a leave proposal to eliminate his/her excess balance within two weeks of being directed to do so on three months' notice, he/she will be rostered and deemed to be on long service leave from 31 December until the staff member's leave balance is reduced to 15.6 weeks.
- Payment in lieu of long service leave on the termination of employment for ill-health where termination is at the initiative of the university after at least four years of service.
- Casual service after the commencement of the Agreement will count for long service leave where it meets the requirements for continuous service under the *Long Service Leave Act 1992 (Vic)*.

Schedule 6.3 – Application of Personal (formerly Sick) Leave:

- Evidence of illness or incapacity may be required for absences of three consecutive days or less or six aggregate days or less where the university demonstrates reasonable grounds to dispute the genuineness of the staff member's illness or incapacity.
- Provision for sick leave at half-pay or in advance removed consistent with academic and professional staff entitlements.

Schedule 6.4 – Application of Other Leave:

Exclusion of university holiday entitlements during periods of unpaid leave consistent with academic and professional staff entitlements.

Schedule 6.5 – Application of Parental Leave:

- Pregnant staff members may be directed to commence maternity leave within six weeks of the expected date of delivery, except where medical evidence is submitted that she remains fit to continue working and it is not inadvisable for her to continue to do so.

- A staff member with at least 12 months' continuous service (including a long term casual as defined at clause 3) who has already taken 12 months' parental leave may with at least six weeks' notice request an additional 12-month period of unpaid parental leave and the university is required to respond within 21 days of the request.
- A staff member with at least 12 months' continuous service (including a long term casual as defined at clause 3) may with at least six weeks' notice request a reduced working year arrangement or a reduced fraction upon his/her return to work and the university is required to respond within 21 days of the request.
- The employment fraction to be applied for a staff member's second or subsequent period of paid parental leave will be the staff member's average fraction for the preceding 12-month period or the period since his/her last return from parental leave, whichever is the lesser period.
- The option of banking the unexpired portion of a parental leave at 60% pay entitlement for use as salary during a future period of unpaid parental leave has been removed.
- A staff member who has failed to discharge his/her return-to-work obligation prior to resignation or dismissal is required to pay the university restitution for the shortfall.
- Where a parental leave at 60% pay entitlement is transferred to a staff member's spouse but that spouse does not reduce his/her fraction of employment after assuming primary caregiver responsibilities, the cash value of the leave at 60% pay entitlement will be based on the salary of the staff member or spouse, whichever is the lesser.