

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

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1. TITLE

This Agreement shall be known as the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009.

2. ARRANGEMENT

PART 1 – PRELIMINARIES

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3. DEFINITIONS

“HEW” means Higher Education Worker.

“JCC” means Joint Consultative Committee as established in clause 11 of this Agreement.

“Long term casuals” are casual Trades and Services Staff who have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

“Operative Date” means the date from which this Agreement operates as specified in the approval decision of Fair Work Australia.

“Ordinary rate of pay” means the staff member’s hourly, daily or other rate of pay calculated on the base annual salary payable in accordance with the relevant classification as set out in Schedule 2, except where elsewhere provided in this Agreement.

“Parties” shall mean the University and the CEPU (Electrical Division), CEPU (Plumbing Division) and the CFMEU and any other union where that union has acted as a bargaining representative in relation to this Agreement and notifies Fair Work Australia of its intention to be bound pursuant to the *Fair Work Act 2009*, unless otherwise implied by the context

“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 practising 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, including long service leave taken on half pay counting as normal service;
- No more than 20 days unpaid leave for incapacity due to illness or injury continuously or in aggregate in any year of service (as distinct from a calendar year);
- No more than 26 weeks’ continuous paid or unpaid parental leave;
- No more than 20 days’ unpaid Election or Arbitration leave, or any other unpaid leave continuously or in the aggregate in any year of service (as distinct from a calendar year);
- Time worked on WorkCover rehabilitation with the University after the expiry of make-up pay.

“Suitable Alternative Employment” means a position of equivalent grade and salary for which the Trades and Services Staff member is suitable, having regard to his/her qualifications and experience.

“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:

- Carpenters;
- Electricians;
- Fitters;
- Oiler/Greasers;
- Painters;
- Plant Attendants;
- Plumbers;
- Store Attendants employed by the University in or about Building 40 on the University’s Clayton Campus;
- Trade Assistants;

“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 will come into force on the Operative Date and will have a nominal expiry date of 30 June 2012.

6. APPLICATION AND PARTIES BOUND

This Agreement will be binding upon the following Parties:

- Monash University (the "University"),
- Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (Electrical Division) and their officers
- Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (Plumbing Division) and their officers
- Construction, Forestry, Mining and Energy Union and their officers
- any other union and their officers where that union has acted as a bargaining representative in relation to this Agreement and notifies Fair Work Australia of its intention to be bound pursuant to the *Fair Work Act 2009*

and upon Trades and Services Staff of the University, however employed and whether members of the Union(s) or not.

7. OPERATION OF EXTANT AWARDS AND AGREEMENTS

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.

This Agreement is closed and comprehensive and, subject to the National Employment Standards, operates to the exclusion of and wholly displaces any award (existing or future) and any agreement, which but for the operation of this Agreement would apply. In addition, this Agreement displaces any existing local custom and practice arrangements.

All 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 OF EMPLOYMENT

SECTION 1 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. JOB SECURITY

The University has the goal of maintaining the overall numbers of Building and Metal Trades and Services Staff until the nominal expiry date of the Agreement. Wherever reasonably possible widespread redundancies and

compulsory retrenchments are to be avoided but the University may use targeted redundancies as reductions in staff become necessary in some areas where restructuring occurs. This clause will have effect only until 30 June 2012.

10. CONSULTATION ABOUT CHANGE

The University will notify affected staff and the relevant Union(s) where a proposed significant or substantial change will affect staff. Such change includes, but is not limited to, outsourcing or contracting out and changes to University Policies that have a significant and substantial impact on staff terms and conditions of employment.

Consultation will be initiated with the provision of a written document outlining the proposal and rationale for proposing the change and proposed impact on staff. Following initial consultation the University will provide written responses to the issues raised in writing by affected staff and/or the relevant Union(s). In order to facilitate this consultation, staff and the relevant Union(s) will be provided with up to two weeks to respond in writing to a proposal presented by management.

If a decision to proceed is made by the University, management will consult with the affected staff and with the relevant Union(s) about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. 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.

11. JOINT CONSULTATIVE COMMITTEE

11.1 A Joint Consultative Committee (JCC) shall be established.

The Committee will:

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

11.2 The JCC will comprise:

- A chair who is a Trades and Services Staff member and who is elected by Trades and Services Staff;
- Two elected members of Building and Metal Trades Staff;
- One person nominated by each of the unions' signatory to this Agreement; and
- At least four and up to seven management representatives as determined and nominated by the University.

11.3 Committee Pool

Elections will be held for an additional three staff members, to be elected by all staff, who with the JCC Chairperson and three elected staff members on the JCC will make up a pool of staff members from whom the Chairperson of the JCC can nominate committee members for the purposes of clauses 12 and 25 and 27.

12. DISPUTE SETTLING PROCEDURES

12.1 Where any dispute arises:

- (a) as to the application of this Agreement or any matters arising from it; or
- (b) in relation to the National Employment Standards other than a dispute about whether an employer had reasonable business grounds under subsection 65(5) of the *Fair Work Act 2009*; or
- (c) which this Agreement expressly and additionally provides may be referred to this procedure,

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.

- 12.2 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, unless otherwise agreed to by the parties to the dispute, consist of:
- (a) two management nominees; and
 - (b) two nominees of the Chairperson of the JCC drawn from a pool of elected staff members in accordance with clause 11.
- All nominees will be selected in a timely fashion.
- 12.3 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.
- 12.4 Until the procedures described in clause 12.1 – 12.3 above have been exhausted:
- (a) work shall continue in the normal manner;
 - (b) no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement;
 - (c) 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
 - (d) the subject matter of the dispute shall not be taken to Fair Work Australia by any party to the dispute or any other party bound by this Agreement.
- 12.5 Should the dispute not be resolved by the processes referred to in clause 12.1-12.3 above, the matter may be referred to Fair Work Australia 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 Fair Work Australia.
- 12.6 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 Fair Work Australia may act of its own motion to take steps to vary the Agreement.

13. EMPLOYMENT RELATED GRIEVANCE RESOLUTION PROCEDURES

- 13.1 The University will maintain a fair process to resolve the employment grievances of individual staff. In doing so, the University seeks to achieve and maintain a workplace that encourages a productive and harmonious working environment through:
- (a) Frequent discussion between staff and managers of the University;
 - (b) Co-operation between and amongst staff of the University;
 - (c) A reduction in misunderstandings; and
 - (d) The opportunity for the satisfactory resolution of problems and grievances in a positive and constructive manner.
- 13.2 The following matters are expressly excluded from the operation of these grievance procedures:
- (a) where the application for review was made more than one year after the last incident capable of forming the subject matter of the complaint;
 - (b) where the affected staff member has previously applied for review of the same action under these provisions;

- (c) where there are alternative internal review procedures available to address the grievance, in which case the Director, Workplace Relations will advise the aggrieved staff member of the alternative procedures available; and/or
- (d) where the grievance concerns disciplinary action, appointment, probation, classification, sexual harassment or discrimination, and/or action arising under the *Accident Compensation Act 1985*.

Role of the Advisers

- 13.3 Advisers are staff members of the University whose role is to provide advice to a staff member who is considering pursuing a grievance, about the process and its operation. Advisers will have been trained specifically in this role before they can be designated as an Adviser.
- 13.4 The role of the Adviser is to act fairly and impartially to provide information and support in confidence to a staff member of the University who perceives that he/she may have a grievance arising out of unfavourable treatment or decisions which adversely affect him/her in his/her capacity as a member of staff of the University.
- 13.5 The Adviser will not disclose any information about a staff member without the staff member's consent, except where the Adviser holds a reasonable belief that failure to disclose to an appropriate authority will lead to serious harm to an individual or the community.
- 13.6 A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.

Grievance Resolution

- 13.7 It is expected that in most situations the staff member will first discuss the grievance with his/her supervisor. A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.
- 13.8 Where the aggrieved staff member discusses the matter with his/her supervisor, all reasonable attempts to resolve the issue must be made as soon as practicable and normally within five working days.
- 13.9 If the matter is not resolved by the supervisor to the satisfaction of the aggrieved staff member within five working days, the staff member may request a meeting with the relevant organisational head as appropriate, and any person(s) directly involved. This meeting will normally be held within five working days of the request.
- 13.10 If the grievance has still not been resolved to the satisfaction of the aggrieved staff member, within 10 working days of the request for a meeting with the relevant organisational head the matter will be referred by the aggrieved staff member to the Director, Workplace Relations for advice on the next stage of the procedure and other options available to the staff member.
- 13.11 If after a further period of 10 days, the grievance has still not been resolved following notification to the Director, Workplace Relations, the aggrieved staff member may refer the matter to the Disputes Committee in accordance with clause 12.2.

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

14. PROBATIONARY EMPLOYMENT

- 14.1 Subject to clauses 14.2 and 14.3 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.
- 14.2 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 14.3 below.
- 14.3 Probation periods do not apply in the case of:
- transfer;
 - secondment;
 - pre-retirement contracts;
 - second or subsequent fixed-term contracts 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.
- 14.4 The period of probation will be notified to the Trades and Services Staff member in advance of the commencement of his/her appointment.
- 14.5 Upon the Trades and Services Staff member's commencement of appointment, he/she will be notified of the name of his/her supervisor.
- 14.6 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.

15. FULL-TIME EMPLOYMENT

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

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.

17. CASUAL EMPLOYMENT

- 17.1 A casual Trades and Services Staff member is one engaged by the hour and paid by the hour. Subject to the entitlements prescribed in clause 2.5 of Schedule 6, clause 5 of Schedule 6, and paragraph(b)(v) of Schedule 3, casual Trades and Services Staff members are not entitled to paid or unpaid leave of any kind provided for in this Agreement. Casual Trades and Services Staff members are also not covered by, or entitled to the benefit of, clauses of this Agreement relating to the following matters: probationary employment, fractional appointment scheme for retirement planning purposes, fixed-term employment, redeployment, redundancy, termination of employment, apprentice rates, incremental advancement and performance enhancement, overtime span of hours, overtime and crib time and recall to duty.

- 17.2 A casual Trades and Services Staff member will be paid the ordinary rate of pay plus the following casual loadings as applicable:

From the commencement of the first full pay period on or after the Operative Date of this Agreement

- all hours worked Monday to Friday – 24 per cent of the ordinary rate of pay;
- all hours worked on a Saturday – 25 per cent of the ordinary rate of pay; and
- all hours worked on a Sunday – 50 per cent of the ordinary rate of pay.

From the commencement of the first full pay period on or after 28 January 2011

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

- 17.3 A casual Trades and Services Staff member will be paid for a minimum of two hours for each period of engagement provided that this prescribed minimum engagement payment will not apply to casual 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 serious or wilful misconduct.

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 use of fixed-term employment shall be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances.

18.3.1 Specific Task or Project

"Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

18.3.2 Replacement Employee

"Replacement Employee" means a staff member:

(a) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded or transferred within or outside the University; or

(b) performing the duties of:

- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action, until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
- a staff member who has returned from a period of parental leave or other authorised leave and who wishes to be employed on a fractional basis for a defined period. The replacement fixed term staff member may be employed to cover the difference in hours arising from such an arrangement.

18.3.3 Pre-Retirement Contract

Where a full-time or a part-time staff member declares that it is his/her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years. Fractional fixed-term contracts may be offered as provided by clause 16 of this Agreement.

18.3.4 Disestablished Organisational Area

Where an organisational work area or part of an organisational work area consisting of three or more staff members has been the subject of a decision by the University to discontinue that work within 36 months a fixed-term contract of employment may be offered to work in that area provided that:

(a) the letter of offer of employment includes an undertaking that subject to satisfactory performance should the decision to discontinue the work area be reversed, or should for any other reason that staff member's position or substantially the same position continue beyond a 36-month period, the staff member shall be offered that work on a continuing basis; and

(b) should a position not be offered under clause 18.3.4(a), upon request by the staff member the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

18.4 **Incremental Advancement**

A fixed-term staff member who has a period of continuous service in a classification which has an incremental structure shall be entitled to progress through that structure in the same way as a staff member engaged as a continuing staff member in the same or similar classification under this Agreement.

18.5 Notice of Cessation or Renewal of Employment Upon Expiry of Contract

The University shall provide to a fixed-term staff member, a written notice of the University’s intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice shall be the greater of:

- (a) any contractual entitlement to notice of the University’s intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or
- (b) according to the table below:

Table A

Period of Continuous Service	Period of Notice
Up to 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years or over	4 weeks

In addition to the notice prescribed under clause 18.5(a) or 18.5(b), 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 shall be entitled to an additional week’s notice.

18.6 Exceptions/Variations to Requirement to Provide Notice

Where, because of circumstances relating to the provision of specific funding to support employment (external to the University and beyond its control), the University is not reasonably able to give the notice required by clause 18.5, it shall be sufficient compliance with clause 18.5 if the University:

- (a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- (b) gives notice to the staff member at the earliest practicable date thereafter.

18.7 Entitlement to Severance Pay

A fixed-term staff member who is employed in accordance with clause 18.3.1 (Specific Task or Project) whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, shall be entitled to a severance payment as provided Table B below in the following circumstances:

- (a) a staff member who is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
- (b) a staff member who is employed on a fixed-term contract and the duties of the kind performed continues to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

Table B

Length of continuous service	Severance pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	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

- 18.7.1 For the purpose of this Agreement, breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.
- 18.7.2 Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purpose of this clause.

18.8 Offer of Further Employment

- 18.8.1 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a fixed-term contract, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.
- 18.8.2 The University, in a particular case, may make application to Fair Work Australia to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the staff member.

19. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 19.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth) (the "Act").
- 19.2 A staff member and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which will deal with one or more of the following matters:
- (a) Structuring a pattern of working hours to enable staff members to work on a full-time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year, varying the arrangements contained in clauses 15,17,18, 23, and 29 as and when applicable.
 - (b) Accelerated leave arrangements for the taking of excess annual leave balances (in excess of 60 days) to bring the balance to not less than 30 days. An accelerated leave arrangement is only available once in the life of the Agreement for each individual staff member, and such accelerated leave may be accessed at no higher rate than double pay. To this extent only, this varies the provisions of clause 1.3 of Schedule 6.
 - (c) Additional unpaid parental leave or unpaid carer's leave, varying clause 3 of Schedule 6 and clause 5 of Schedule 6 and paragraphs (b), (l), (m) and (n) of Schedule 3 as and when applicable in relation to the availability of such unpaid leave.
 - (d) Allowing for different dates to be agreed between the University and the staff member for the taking of annual leave which is otherwise rostered and deemed in accordance with clause 1.3 of Schedule 6 of this Agreement.

- 19.3 The University will ensure that:
- (a) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters mentioned in clause 19.2; and
 - (b) the arrangement is genuinely agreed to by the University and staff member.
 - (c) agreement to a flexibility arrangement may not be a precondition for reclassification, promotion or employment (except for seasonal staff engagements under clause 19.2(a)).
 - (d) the staff member is advised that he/she is entitled to have a Representative negotiate a flexibility arrangement on the staff member's behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Act.
 - (e) the staff member and his/her Representative (if any) must have at least three (3) working days to consider the proposal if initiated by the University.
- 19.4 The University will ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the staff member being better off overall than he/she would be if no arrangement was made.
- 19.5 The University will ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and the staff member; and
 - (c) is signed by the University and staff member and, if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 19.6 The University will give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record which will be an adjunct to the University's other established record keeping processes.
- 19.7 The University or staff member may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the University and staff member agree in writing — at any time.
- 19.8 The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the University and an individual staff member contained in any other term of this Agreement.

20. REDEPLOYMENT & REDUNDANCY

- 20.1 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 Suitable Alternative Employment exists, the Trades and Services Staff member shall be offered redeployment to this position in which case this clause (subject to application of clauses 20.5 to 20.7 by the University) no longer applies.
- 20.2 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.
- 20.3 A staff member who has not accepted an offer of a voluntary separation package under clause 20.2 above and who has not been successfully redeployed to Suitable Alternative Employment 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 aged 45 years or more, the notice period will be five (5) weeks.
- 20.4 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.
- 20.5 Upon termination of employment on the grounds of redundancy, the staff member shall, subject to clauses 20.6 to 20.9, 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 rate of pay for the staff member concerned.

- 20.6 The sum payable to a Trades and Services Staff member pursuant to this clause shall not exceed the amount that would have been payable by way of fortnightly pay had the Trades and Services Staff member continued in employment to the expiry date of a fixed term contract. "Fortnightly pay" means the ordinary rate of pay for the Trades and Services Staff member concerned each fortnight.
- 20.7 In the event that the University is able to obtain Suitable Alternative Employment 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 an offer of Suitable Alternative Employment, the Vice-Chancellor may terminate the staff member by giving notice of termination as specified in section 117 of the *Fair Work Act 2009*. Such notice will apply in lieu of any remaining notice to which the staff member may have otherwise been entitled, including any redundancy benefits due to the staff member.
- 20.8 This clause shall not apply to casual and/or probationary staff members.
- 20.9 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 he/she 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.

21. TERMINATION OF EMPLOYMENT OTHER THAN REDUNDANCY

- 21.1 Notice of termination will be in accordance with section 117 of the *Fair Work Act 2009*, 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.
- 21.2 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.
- 21.3 The period of notice in this clause, shall not apply in the case of casual staff members, apprentices or staff members engaged for a specific period of time or for a specific task or tasks.
- 21.4 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.
- 21.5 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 rate of pay for the period of notice.
- 21.6 Where the University has given notice of termination to a 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.
- 21.7 The University shall, upon receipt of a request from a 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.

22. WORK PERFORMANCE AND CONDUCT

- 22.1 The disciplinary process will include the following basic steps, the details of which are set out in the relevant existing University Policy:
- (a) Stage 1: Meeting with Supervisor involving an informal 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.
- 22.2 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.
- 22.3 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

23. CLASSIFICATIONS AND SALARY RATES

- 23.1 All University staff members to whom this Agreement applies will be classified in accordance with the Position Classification Standards at Schedule 5 and paid in accordance with Schedule 2.
- 23.2 Staff members will receive the salary increases set out in Schedule 2, as applicable, whether provided by administrative action prior to the Operative Date of this Agreement (and absorbed by this Agreement without further increase applicable at that date) or subsequently, as set out and summarised below:
- 2% from the commencement of the first full pay period on or after 31 March 2009;
 - 1.5% from the commencement of the first full pay period on or after 31 October 2009;
 - 2% from the commencement of the first full pay period on or after 31 March 2010;
 - 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; and
 - 4% from the commencement of the first full pay period on or after 31 March 2012.

24. 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.

25. PERFORMANCE ENHANCEMENT

25.1 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.

25.2 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) At least three months and no more than six 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 25.2(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 25.2(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.
- 25.3 This scheme is applicable to all staff members at HEW levels 1 and above inclusive of those at the top of their incremental scales.
- 25.4 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.
- 25.5 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.
- 25.6 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. A nominee of 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 11 shall together consider the merits of the case.

26. HIGHER DUTIES

- 26.1 Where required by the University and accepted by the Staff Member, a Trades and Services Staff member who acts 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 five days.
- 26.2 For the purposes of determining the minimum periods as outlined above, holidays shall count when the acting at the higher level takes place both before and after the holiday.
- 26.3 The higher duties allowance shall be the difference between the Trades and Services Staff member's substantive salary and the minimum salary point of the higher level position provided that for a HEW level 4 not employed in grounds performing the full duties of a HEW level 5 position, the allowance shall be the difference between the substantive salary and the salary payable at incremental step 4 of the HEW 5 salary range. 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.
- 26.4 A Trades and Services Staff 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.
- 26.5 If a Trades and Services Staff 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
- 26.6 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.

- 26.7 When higher duties allowance payments are included in leave with pay in accordance with clause 26.6, the leave periods in respect of which the payments are included shall be service for the purpose of the granting of increments.

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 Where the content of a position description or a proposal form, that forms the basis of a classification, remains in dispute for a period longer than 2 months then the matter will be resolved in accordance with Employment Related Grievance Resolution Procedures set out in clause 13.
- 27.4 Where the outcome of the grievance procedure is successful, the date of effect of the disputed position description will be no later than the conclusion of the two month period.
- 27.5 Reclassification to a higher level will normally be at the minimum step of the new level.
- 27.6 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) the 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 11.

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.

- 27.7 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 four 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, that date of effect of the change will become the date for future incremental increases. Payment of salary increases will be made on or as soon as possible 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 staff member will be corrected in the next pay period or, by agreement between the staff member and the University in special circumstances or cases of hardship, within two days.
- 29.7 The University will advise and consult with a staff member when an overpayment has been identified. The University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and the University will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the University may deduct the overpayment from the staff member's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the Dispute Settling Procedures under clause 12 of this Agreement will be applied to achieve an outcome that allows the University to recover the overpayment, after which the University may deduct any overpayment from the staff member's salary or termination payments accordingly.

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 for Australian Universities 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. SUPERANNUATION

The University will maintain the current employer contributions and arrangements for superannuation that were in effect as of the date of certification of this Agreement, including UniSuper as the required recipient fund, except that:

- (a) the University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level;
- (b) eligible staff members will be entitled to 9% Employer contribution to the Accumulation 1 in accordance with existing University policy. These contributions will be consistent with Division D of the UniSuper Trust Deed.

32. COMPENSATION FOR CLOTHES AND INCIDENTALS

- 32.1 A 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.
- 32.2 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.

33. 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.

34. SPECIAL RATES

The following special rates shall be calculated to the nearest cent and payable irrespective of the times at which work is performed and shall not be subject to any premium or penalty additions. When more than one of the disabilities entitling a staff member to special rates exist on the same job, the University shall be bound to pay only one rate, namely the highest rate, for the disabilities so prevailing.

34.1 Asbestos work

Staff members required to use materials containing asbestos or to work in close proximity to staff members using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such staff members shall be paid an asbestos work rate per hour extra whilst so engaged. The quantum of the rate shall be 0.08% of the weekly salary for HEW level 4, step 1.

34.2 Cold places

A staff member working for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid a cold places rate per hour or part thereof. The quantum of the rate shall be 0.06% of the weekly salary for HEW level 4 step 1.

34.3 Confined space

A staff member required to work in a confined space shall be paid per hour at the rate of 0.07% of the weekly salary for HEW level 4 step 1. For the purposes of this clause, "confined space" means a compartment space, or place the dimensions of which necessitate a staff member working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space inside boilers, steam drums, mud drums, fire boxes or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

34.4 Dirty work

A staff member engaged in unusually dirty work shall be paid a dirty work rate per hour. The quantum of the rate shall be 0.06% of the weekly salary prescribed for HEW level 4, step 1.

34.5 Height work

A staff member engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers, or other structures at a height in each case of 15 metres or more directly above the nearest horizontal plane shall be paid a height work rate per hour. The quantum of the rate shall be 0.06% of the weekly salary for HEW level 4, step 1 or 54 cents per hour whichever is the greater.

34.6 Hot places

A staff member working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius shall be paid per hour at the rate of 0.05% of the weekly salary for HEW level 4, step 1. In places where the temperature exceeds 54 degrees Celsius, the staff member shall be paid per hour or part thereof 0.06% of the weekly salary for HEW level 4, step 1

34.7 Insulation handling

A staff member handling insulwool, slagwool, aluminium foil insulation or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof shall be paid an insulation handling rate per hour. The quantum of the rate shall be 0.08% of the weekly salary for HEW level 4, step 1.

34.8 Welding work

A staff member shall be paid a weekly rate for oxy-acetylene or electrical welding. The quantum of the rate shall be \$16.80 or according to the following formula, whichever is the highest quantum: $38 \times (0.05\%$ of the weekly salary for HEW level 4, step 1).

34.9 Wet work

A staff member working in any place where water is continually dripping on the staff member so that clothing and boots become wet, or where there is water underfoot, shall be paid a wet work rate per hour whilst so engaged. The quantum of the rate shall be 0.06% of the weekly salary for HEW level 4, step 1.

35. WAITING TIME AND PRESENTING FOR WORK

A staff member who is required to attend for work and is kept waiting to commence work by instructions of the University or its representative, shall be paid at his/her ordinary rate of pay for the time he/she is so kept waiting. A Trades and Services Staff member, upon first presenting himself/herself for work in his/her current employment and not being required, shall be entitled to at least eight hours' work or payment therefore at ordinary rate of pay plus any applicable allowances.

36. PAYMENT OF TRADES LICENCE

Payment for any trades licence held by an Electrician, Plumber or other building and metal tradesperson employed by the University shall be the sole responsibility of the staff member and there is no obligation upon the University to reimburse a staff member for such payment.

37. EMPLOYEE ACTING ON PLUMBER'S LICENCE ALLOWANCE

A staff member who is in receipt of a Plumber's Licence allowance and has been in receipt of a Plumber's Licence allowance since at or before 29 January 2003 will continue to be paid the allowance in addition to salary until the staff member ceases acting on his/her Plumber's Licence. The Plumber's Licence allowance is not otherwise payable.

38. ELECTRICAL COMPLIANCE SAFETY CERTIFICATE

38.1 All licensed Electricians as defined by the Office of the Chief Electrical Inspector will be paid an all purpose allowance of \$30.00 per fortnight.

38.2 All time and costs required by licensed Electricians to fully comply with the Electrical Safety (Installations) Regulations 1999 will be provided and paid by the University.

39. PLUMBING REGISTRATION

39.1 All registered Plumbers as defined by the Plumbing Industry Commission will be paid an all purpose allowance of \$30.00 per fortnight.

39.2 All time and costs required by Registered Plumbers to fully comply with the plumbing regulations will be provided and paid by the University.

40. HIGH VOLTAGE OPERATORS LICENCE ALLOWANCE

The University will nominate Electricians to act as High Voltage Operators on an on-going basis and will provide training to gain a High Voltage Operators Licence. High Voltage Operators are required, if available, to respond to emergency calls outside normal working hours.

A staff member required to hold and act on a High Voltage Operator's Licence, will be paid an allowance of \$5.00 per day for each day worked or on High Voltage Availability Operator Duty.

41. HIGH VOLTAGE AVAILABILITY OPERATOR DUTY

- 41.1 The position of Availability Operator will be rostered between the High Voltage Operators nominated by the University. The High Voltage Operators so rostered will be in accordance with University Policy and be paid an allowance of \$36.70 per week for as long as they remain a part of the roster but will have no entitlement to an additional payment for standing by in accordance with clause 46.
- 41.2 Where the Availability Operator is required to use his/her own vehicle to attend a call-out, an allowance for each kilometre travelled will be paid in accordance with the following:
- 45.9 cents per kilometre where the vehicle engine capacity is 1.6 litres or less;
 - 54.9 cents per kilometre where the vehicle engine capacity is over 1.6 litres but 2.6 litres or less; or
 - 55.8 cents per kilometre where the vehicle engine capacity is over 2.6 litres.
- 41.3 The Availability Operator will be paid at the applicable overtime rates for all time worked on call-out with a minimum payment of four hours for each call-out and normal 10-hour rest period provisions will apply.

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

42. MEAL AND TEA BREAKS

- 42.1 A Trades and Services Staff member shall not be required to work for more than five 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.
- 42.2 A meal break will be at least 30 minutes but not more than one hour.
- 42.3 Time taken as meal breaks shall not be paid for and shall not be counted as time worked.
- 42.4 Trades and Services Staff are given a paid 10-minute morning tea and afternoon tea break.
- 42.5 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, provided that he/she is required to resume working overtime after that meal break.
- 42.6 If the overtime continues for a further five hours after the meal break, a further unpaid meal break of 30 minutes shall be taken and another overtime meal allowance shall be paid, provided that the Trades and Services Staff member is again required to resume working overtime after that subsequent meal break.
- 42.7 The quantum of the overtime meal allowance will be \$17.45 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Food Sub-group CPI index figure (as published by the Australian Bureau of Statistics for the Eight Capitals CPI (Cat No. 6401.0)) at the commencement of the first full pay period on or after 31 March and at the commencement of the first full pay period on or after 31 October each year during the nominal period of operation of this Agreement.
- 42.8 Meal breaks may be deferred in emergency situations.

43. HOURS OF WORK

- 43.1 The ordinary weekly hours shall be an average of 38 hours per week worked over a nine-day fortnight with a Rostered Day Off (RDO) accrued in each two-week cycle.
- 43.2 The entitlement, rostering and process for taking RDOs will be in accordance with existing University Policy.

44. SPAN OF HOURS

With the exception of any Trades and Services Staff engaged in shift work, the ordinary hours of work may be worked on any day Monday to Friday and shall be worked continuously (except for meal breaks) between 7:00am and 6:00pm.

45. OVERTIME

- 45.1 Overtime is:
All time worked either:
 - outside the 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.
- 45.2 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly payroll period.
- 45.3 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.

* Plumbers will be paid at the rate of double time for overtime worked beyond the first hour any time Monday to Saturday inclusive.

- 45.4 Where a staff member has worked overtime subject to 45.6, 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.
- 45.5 A Trades and Services Staff member working overtime shall be allowed crib time of 20 minutes after each four hours of overtime worked provided that the staff member continues work after each crib time. Such crib time shall be paid for at the ordinary rate of pay.
- 45.6 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.
- 45.7 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.

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

- 46.1 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.
- 46.2 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 four hours' work at the appropriate rate(s) except:
- where it is customary for the 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 four-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.
- 46.3 A Trades and Services Staff member will be given at least a 10-hour break (plus Reasonable Travelling Time) from completion of overtime duty without loss of pay for scheduled or ordinary duty commencing during such a break.
- 46.4 If a Trades and Services Staff member is not given a 10-hour break (plus Reasonable Travelling Time) then he or she will be paid double time until he or she has a 10-hour break.
- 46.5 The University may require a staff member to work reasonable overtime and the staff member will comply with the requirement, provided that the primary care-giving responsibilities of the staff member shall be taken into account.

47. 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 51 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.

48. PENALTY RATES NOT CUMULATIVE

Where time worked is required to be paid for at more than the ordinary rate of pay, such time shall not be subject to more than one penalty but shall be subjected to only that penalty which is to the Trade and Services Staff member's greatest advantage.

SECTION 5 – LEAVE OF ABSENCE AND HOLIDAYS

49. ACCIDENT COMPENSATION LEAVE AND MAKE-UP PAY

- 49.1 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
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.

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.

- 49.2 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.
- 49.3 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.
- 49.4 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.
- 49.5 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.
- 49.6 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.
- 49.7 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.

49.8 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.

49.9 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).

50. LEAVE ENTITLEMENTS

50.1 A Trades and Services Staff member is entitled to paid and unpaid leave in accordance with Schedule 3.

50.2 No deduction will be made from annual, personal or long service leave for holidays observed by the University which occur during a period of leave.

50.3 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.

50.4 If agreement cannot be reached on the time of taking of annual leave, the time of taking excess 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 fractional employment basis is declined, the Trades and Services Staff member may appeal the decision in accordance with the procedures prescribed by University Policy.

50.5 Recognition of prior Service for long service leave purposes and recognition of sick leave credits will be in accordance with Schedule 4.

50.6 Provisions outlining the taking of, and application of, leave are set out in Schedule 6.

50.7 Staff are not permitted to undertake paid work additional to any already approved by the University while at work at the University whilst absent on any form of paid or unpaid leave without the prior written authorisation of the University. Such authorisation will not be unreasonably withheld.

51. HOLIDAYS AND CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS

51.1 Staff members will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay New Year's 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.

51.2 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 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 day's pay per each of those worked.

- 51.3 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.
- 51.4 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 professional 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.
- 51.5 Where a holiday recognised by the University occurs on a rostered day off of a staff member and such a staff member does not work on that rostered day off, the staff member will be entitled to an additional day's leave (or, at the option of the University, payment at the rate for the day) in lieu of such holiday, such leave to be taken at a time mutually convenient to the staff member and the University.
- 51.6 Unless required to work by the University, staff will be absent from duty for the duration of the Christmas/New Year closedown period. 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.
- 51.7 Where a staff member has accrued insufficient paid time off for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day to cover his/her absence from duty during the four days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the staff member will be debited annual leave to cover the shortfall unless otherwise agreed between the staff member and the University. In the event that the staff member has insufficient annual leave to cover the shortfall and annual leave in advance is not granted under Schedule 6, the staff member will be granted leave without pay to cover the remainder of the shortfall.
- 51.8 Where the paid time off accrued by the staff member for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day more than covers his/her absence from duty during the four days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the balance of the staff member's accrued time off remaining after the end of the closedown period will be taken before the commencement of the next closedown period at a time agreed between the staff member and his/her supervisor. Any balance of accrued time off remaining to the staff member either at the commencement of the next closedown period or at the termination of his/her employment, whichever is the earlier, will be foregone and the University will have no liability to make any payment in lieu.

52. OCCUPATIONAL WELFARE LEAVE

- 52.1 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.

- 52.2 In determining whether leave is to be granted, the University may take into account the amount of accrued leave available to the staff member.
- 52.3 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.

53. VOLUNTARY REDUCED WORKING YEAR

- 53.1 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 three months' notice.
- 53.2 Operation of the scheme is subject to the following conditions:
- (a) Staff with any excess annual or long service leave balance under Schedule 6 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) Notwithstanding paragraph (a) of Schedule 3 and clause 1 of Schedule 6, all annual leave accrued during each 12-month accrual period in the term of the reduced working year arrangement must be taken during that accrual period.

SECTION 6 – MISCELLANEOUS ITEMS

54. PROVISION OF UNIFORMS AND PROTECTIVE CLOTHING

- 54.1 Uniforms and protective clothing will continue to be issued to Trades and Services Staff in accordance with the existing University Policy regarding uniforms and protective clothing.

55. 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 Trades and Services Staff members.

56. TIME AND WAGES BOOK

56.1 The University shall keep a time and wages record from which can be readily ascertained the name of each staff member and his/her occupation, the hours worked each day, and the wages and allowances paid each week.

56.2 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.

57. TRAINING

Training arrangements for approved training programs, including re-imbusement of costs, shall be in accordance with existing University Policy.

58. NOTICEBOARD

The University shall permit a noticeboard(s) 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 Unions 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).

59. INCLEMENT WEATHER

Working in inclement weather will be in accordance with the existing University Policy.

60. WASHING TIME

Washing time will be in accordance with existing University Policy.

61. AMENITIES

The University shall provide suitable lockers, suitable hanging space for clothes, suitable dining accommodation space, boiling water at meal times, and cool clean drinking water.

SCHEDULE 1 – LIST OF REGISTERED ORGANISATIONS BOUND

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union
(Electrical Division)

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union
(Plumbing Division)

Construction, Forestry, Mining, and Energy Union

SCHEDULE 2

SCHEDULE 2 – ANNUAL SALARY RATES

HEW Level	Salary Step	As From 12/4/08	2% As From FFPOA# 31/3/09	1.5% As From FFPOA# 31/10/09	2% As From FFPOA# 31/3/10	2% As From FFPOA# 31/10/10	2% As From FFPOA# 31/3/11	3% As From FFPOA# 31/10/11	4% As From FFPOA# 31/03/12
HEW 1	3	\$34,484	\$35,174	\$35,702	\$36,416	\$37,144	\$37,887	\$39,024	\$40,585
	2	\$35,187	\$35,891	\$36,429	\$37,158	\$37,901	\$38,659	\$39,819	\$41,412
	1	\$35,892	\$36,610	\$37,159	\$37,902	\$38,660	\$39,433	\$40,616	\$42,241
HEW 2	3	\$37,227	\$37,972	\$38,542	\$39,313	\$40,099	\$40,901	\$42,128	\$43,813
	2	\$37,970	\$38,729	\$39,310	\$40,096	\$40,898	\$41,716	\$42,967	\$44,686
	1	\$38,717	\$39,491	\$40,083	\$40,885	\$41,703	\$42,537	\$43,813	\$45,566
HEW 3	7	\$39,186	\$39,970	\$40,570	\$41,381	\$42,209	\$43,053	\$44,345	\$46,119
	6	\$39,968	\$40,767	\$41,379	\$42,207	\$43,051	\$43,912	\$45,229	\$47,038
	5	\$40,754	\$41,569	\$42,193	\$43,037	\$43,898	\$44,776	\$46,119	\$47,964
	4	\$41,576	\$42,408	\$43,044	\$43,905	\$44,783	\$45,679	\$47,049	\$48,931
	3	\$42,399	\$43,247	\$43,896	\$44,774	\$45,669	\$46,582	\$47,979	\$49,898
	2	\$43,246	\$44,111	\$44,773	\$45,668	\$46,581	\$47,513	\$48,938	\$50,896
	1	\$44,111	\$44,993	\$45,668	\$46,581	\$47,513	\$48,463	\$49,917	\$51,914
HEW 4	4	\$45,059	\$45,960	\$46,649	\$47,582	\$48,534	\$49,505	\$50,990	\$53,030
	3	\$45,964	\$46,883	\$47,586	\$48,538	\$49,509	\$50,499	\$52,014	\$54,095
	2	\$47,023	\$47,963	\$48,682	\$49,656	\$50,649	\$51,662	\$53,212	\$55,340
	1	\$48,197	\$49,161	\$49,898	\$50,896	\$51,914	\$52,952	\$54,541	\$56,723
HEW 5	8	\$48,982	\$49,962	\$50,711	\$51,725	\$52,760	\$53,815	\$55,429	\$57,646
	7	\$49,962	\$50,961	\$51,725	\$52,760	\$53,815	\$54,891	\$56,538	\$58,800
	6	\$50,981	\$52,001	\$52,781	\$53,837	\$54,914	\$56,012	\$57,692	\$60,000
	5	\$51,996	\$53,036	\$53,832	\$54,909	\$56,007	\$57,127	\$58,841	\$61,195
	4	\$53,020	\$54,080	\$54,891	\$55,989	\$57,109	\$58,251	\$59,999	\$62,399
	3	\$54,076	\$55,158	\$55,985	\$57,105	\$58,247	\$59,412	\$61,194	\$63,642
	2	\$55,157	\$56,260	\$57,104	\$58,246	\$59,411	\$60,599	\$62,417	\$64,914
	1	\$56,263	\$57,388	\$58,249	\$59,414	\$60,602	\$61,814	\$63,668	\$66,215
HEW 6	5	\$56,817	\$57,953	\$58,822	\$59,998	\$61,198	\$62,422	\$64,295	\$66,867
	4	\$57,952	\$59,111	\$59,998	\$61,198	\$62,422	\$63,670	\$65,580	\$68,203
	3	\$59,130	\$60,313	\$61,218	\$62,442	\$63,691	\$64,965	\$66,914	\$69,591
	2	\$60,307	\$61,513	\$62,436	\$63,685	\$64,959	\$66,258	\$68,246	\$70,976
	1	\$61,326	\$62,553	\$63,491	\$64,761	\$66,056	\$67,377	\$69,398	\$72,174
HEW 7	6	\$62,699	\$63,953	\$64,912	\$66,210	\$67,534	\$68,885	\$70,952	\$73,790
	5	\$63,954	\$65,233	\$66,211	\$67,535	\$68,886	\$70,264	\$72,372	\$75,267
	4	\$65,242	\$66,547	\$67,545	\$68,896	\$70,274	\$71,679	\$73,829	\$76,782
	3	\$66,539	\$67,870	\$68,888	\$70,266	\$71,671	\$73,104	\$75,297	\$78,309
	2	\$67,868	\$69,225	\$70,263	\$71,668	\$73,101	\$74,563	\$76,800	\$79,872
	1	\$68,770	\$70,145	\$71,197	\$72,621	\$74,073	\$75,554	\$77,821	\$80,934
HEW 8	6	\$70,537	\$71,948	\$73,027	\$74,488	\$75,978	\$77,498	\$79,823	\$83,016
	5	\$71,942	\$73,381	\$74,482	\$75,972	\$77,491	\$79,041	\$81,412	\$84,668
	4	\$73,395	\$74,863	\$75,986	\$77,506	\$79,056	\$80,637	\$83,056	\$86,378

	3	\$74,843	\$76,340	\$77,485	\$79,035	\$80,616	\$82,228	\$84,695	\$88,083
	2	\$76,333	\$77,860	\$79,028	\$80,609	\$82,221	\$83,865	\$86,381	\$89,836
	1	\$77,862	\$79,419	\$80,610	\$82,222	\$83,866	\$85,543	\$88,109	\$91,633
HEW 9	4	\$82,291	\$83,937	\$85,196	\$86,900	\$88,638	\$90,411	\$93,123	\$96,848
	3	\$83,936	\$85,615	\$86,899	\$88,637	\$90,410	\$92,218	\$94,985	\$98,784
	2	\$85,620	\$87,332	\$88,642	\$90,415	\$92,223	\$94,067	\$96,889	\$100,765
	1	\$87,346	\$89,093	\$90,429	\$92,238	\$94,083	\$95,965	\$98,844	\$102,798
HEW 10	1	\$88,169	\$89,932	\$91,281	\$93,107	\$94,969	\$96,868	\$99,774	\$103,765

NOTE: FFPOA means "first full pay period to commence on or after"

SCHEDULE 3 – LEAVE ENTITLEMENTS

All paid and unpaid leave as referred to in clause 50.

Purpose of leave	Application and eligibility	Leave entitlement
<p>Staff member applying for leave must specify it is for the purpose listed below.</p>	<p>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:</p>	<p>A staff member's entitlement is subject to the conditions set out in clause 50 and Schedules 4 and 6 of the Agreement.</p>
<p>(a) Annual leave</p>		<p>Twenty paid working days for each completed year of service.</p> <p>In addition, Carpenters, Painters and Plumbers employed by the University prior to 31 December 2003 shall be entitled to an extra two days (15.2 hours) of annual leave for each completed year of service.</p>
<p>(b) Personal leave</p>	<p>Is unable to perform his/her duties due to an illness or injury; or the staff member is required to provide care or support to a member of the staff member's immediate family or the staff member's household because of an injury, illness or unexpected emergency.</p>	<p>(i) For continuing appointments, on commencement of appointment credited with 30 days personal leave and a further 15 days for each year of service after initial service of 24 months;</p> <p>(ii) For fixed-term appointments of 24 months or more, the same as for continuing appointments;</p> <p>(iii) For fixed-term appointments of less than 24 months, on commencement of appointment credited with pro rata 30 days personal leave per 24 months of service. After expiry of the initial fixed-term appointment credited with a further 15 days for each year of service;</p> <p>(iv) All personal leave will be cumulative if not taken; and</p> <p>(v) If a staff member has exhausted his or her entitlement to paid personal leave, or is engaged as a casual, the staff member may take a period of up to two days unpaid carer's leave for each occasion where a member of the staff member's immediate family or household requires care or support because of illness, injury or an unexpected emergency.</p>
<p>(c) Isolation leave</p>	<p>Has a contracted a notifiable infectious disease or is isolated on the direction of a medical practitioner</p>	<p>Paid leave for the required period of isolation.</p>
<p>(d) Repatriation leave</p>	<p>Is absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs</p>	<p>Up to 15 paid days during each year of service, cumulative up to 100 days.</p>

(e) Long service leave	Has at least seven years of recognised continuous service. (Where service is not continuous and any break in service either with the University or a recognised prior service employer does not exceed 12 months, the staff member's recognised service will be the aggregate of his/her period of service (including any prior recognised service).)	13 paid weeks after ten years of service and at the rate of 1.3 weeks for every additional year thereafter.
(f) Jury service	Is called for jury service	Paid leave for the duration of attendance.
(g) Fire fighting and emergency assistance leave	Has responded to an appeal by the government or other competent authority for fire fighting or other emergency assistance.	Paid leave for the duration of the participation in the emergency activity, plus one day of recovery leave on completion.
(h) Defence Reserve Forces leave	Is a member of the Defence Reserve Forces attending at an annual training camp, schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces.	Leave on full pay for the purpose of attending an annual training camp of 14 calendar days duration or, where the commanding officer of the relevant service unit certifies that such training exceeds 14 days, of up to 18 calendar days' duration. Leave with pay for a period not exceeding 14 calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid shall be the amount the staff member would have received had the staff member remained on duty less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.
(i) Blood donor leave	Is a registered blood donor donating blood.	Paid leave for the period required.
(j) Compassionate leave	Has family member who has died, or has contracted or developed a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life.	3 days paid leave on each occasion, provided that additional paid leave may be granted due to special circumstances such as extensive travel.
(k) Court appearances leave	Is 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.

(l) Parental leave (Maternity) Birth and care of a child	A birth mother with continuous service of:	Leave for a continuous period of 52 weeks comprising 14 weeks leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and 38 weeks leave at 60% pay. A staff member may request a further period of 52 weeks unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. A staff member is not entitled to extend the period of parental (maternity) leave beyond 24 months after the date of birth of the child
	<ul style="list-style-type: none"> at least 24 months; 	
	<ul style="list-style-type: none"> 12 –24 months; 	<p>Leave for a continuous period of 52 weeks comprising 14 weeks' leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and leave at 60% pay at the rate of 3.16 weeks for each completed month of service for the first 12 months, plus unpaid leave for any remainder of the continuous 52-week period.</p> <p>A staff member may request a further period of 52 weeks unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. A staff member is not entitled to extend the period of parental (maternity) leave beyond 24 months after the date of birth of the child.</p>
	<ul style="list-style-type: none"> less than 12 months 	Leave for a continuous period of 52 weeks (to conclude no later than 52 weeks following the date of delivery) comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service (to conclude no later than 14 weeks following the date of delivery) plus unpaid leave for the remainder of the continuous 52-week period.
(m) Parental leave (Adoption) Adoption of a child	<ul style="list-style-type: none"> Approved applicant for the adoption of a child. 	Leave equivalent to the leave entitlement of a birth mother under paragraph (l) of this Schedule according to the staff member's length of continuous service and with "date of placement" substituted for "date of delivery".
(n) Parental leave	Where the staff member has 12	Continuous unpaid leave for up to 52

<p>(Spouse/Domestic Partner Birth)</p>	<p>months or more continuous service with the University and has primary responsibility for the on-going care of a child born to his/her spouse/domestic partner</p> <p>Where the staff member has less than 12 months continuous service with the University and has primary responsibility for the on-going care of a child born to his/her spouse/domestic partner.</p> <p>Is absent to assist the birth mother immediately before or after the birth.</p> <p>Where the staff member has 12 months or more continuous service with the University and wishes to take parental leave to enable his or her spouse/domestic partner to return to work in circumstances in which the staff member's spouse/domestic partner has already taken 12 months' parental leave.</p> <p>Where the staff member has 12 months or more continuous service with the University and wishes to take parental leave to enable his or her spouse/domestic partner to return to work in circumstances in which the staff member's spouse/domestic partner has already taken 24 months' parental leave.</p>	<p>weeks (less any period of parental leave already taken by the staff member). A staff member may request a further period of 52 weeks unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. The amount of (if any) additional unpaid parental leave that may be granted to a staff member will depend on the period of leave taken by the staff member's spouse/domestic partner. A staff member is not entitled to extend the period of parental (spouse/domestic partner birth) leave beyond 24 months after the date of birth of the child.</p> <p>Continuous unpaid leave for up to 52 weeks to be taken within 12 months after the birth.</p> <p>5 paid days and up to 10 unpaid days leave may 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> <p>Continuous unpaid leave for up to 52 weeks (less any period of parental leave already taken by the staff member). The period of leave taken by the staff member must not extend beyond 24 months after the date of birth/placement of the child.</p> <p>No entitlement to leave.</p>
<p>(o) Arbitration leave</p>	<p>Is preparing or conducting a case in Fair Work Australia that directly relates to the staff member's</p>	<p>In any calendar year, paid leave for the conduct of the case and unpaid leave of up to three months for the preparation of</p>

	employment with the University.	the case for up to two staff members for the same case.
(p) Religious leave	Is observing a religious occasion	Unpaid leave for up to 3 days in any one calendar year.
(q) Ceremonial leave	Is identified as and is accepted as a member of the Aboriginal or Torres Strait Islander community and is preparing for or attending to community organisation business and relevant cultural duties and celebrations. 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.
(r) Election leave Standing for election to Federal or State Parliament	Is standing as a candidate for election to Federal or State Government.	Unpaid leave not exceeding the election period.
(s) Sporting leave for participating in or officiating at sporting events.	Is participating 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.
(t) Leave to accompany spouse overseas	Has a spouse employed by the University who is travelling overseas on OSP, long service leave, or for staff training.	Unpaid leave for the period of travel subject to operational requirements, and up to two occasions only.
(u) Special Leave for any purpose approved at the discretion of the University.		Paid or unpaid leave for the duration of the circumstances.

For the purposes of this Schedule and Schedules 4 and 6:

“paid leave” refers to leave at the ordinary rate of pay.

“days” means working days.

“spouse” includes spouse, de facto spouse, former spouse and former de facto. “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, and “domestic partner” will have the same meaning.

“family member” means either:

- a member of the staff member’s household; or
- a member of the staff member’s immediate family which 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 family relationship.

“child” for the purposes of adoption leave means a child or children of the staff member through an adoption process who is not the birth child of the staff member or the staff member’s partner and who has not previously lived continuously with the staff member for a period of six months or longer.

“parental leave” includes adoption leave, maternity leave, and spouse/domestic partner birth leave.

“pay” for the purposes of leave means the staff member’s ordinary rate of pay, provided the maximum rate payable for parental leave purposes will be no more than the ordinary rate of pay payable at HEW level 10 or Level E for professional staff and academic staff respectively as specified in Schedule 2 of

this Agreement.

SCHEDULE 4 – PRIOR SERVICE

1. RECOGNITION OF SERVICE

- 1.1 A staff member will be entitled to have service with previous employers as listed in 1.3 below recognised as prior service for long service leave purposes where:
- (a) he/she makes a claim for recognition of that prior service within six months of his/her appointment (including any appointment following a period of exclusively casual service with the University); and
 - (b) there is no break in service with a recognised prior service employer of more than 12 months.
- 1.2 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 three years' service with the University before long service leave may be taken.
- 1.3 Subject to clauses 1.1 and 1.2, prior service of up to 10 years with the following employers will be recognised for the purposes of long service leave:
- (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) Service with CSIRO, Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board.
- 1.4 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 seven years be served before long service leave may be taken.

SCHEDULE 5 - POSITION CLASSIFICATION STANDARDS

1. DEFINITIONS

1.1 Supervision

1.1.1 Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

1.1.2 Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

1.1.3 General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

1.1.4 Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

1.2 Qualifications

Within the Australian Qualifications Framework:

1.2.1 Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

1.2.2 Trade certificate

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

1.2.3 Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

1.2.4 Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

1.2.5 Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

1.2.6 Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.

1.2.7 Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

1.2.8 Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

1.2.9 Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

1.2.10 Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

1.2.11 Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

1.3 Classification dimensions

1.3.1 Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

1.3.2 Occupational equivalent

Examples of occupations typically falling within each classification level.

1.3.3 Level of supervision

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

1.3.4 Task level

The type, complexity and responsibility of tasks typically performed by staff within each classification level.

1.3.5 Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

1.3.6 Judgment, independence and problem solving

- (a) Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.
- (b) This dimension looks at how much of each of these three qualities applies at each classification level.

1.3.7 Typical activities

Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

2. HIGHER EDUCATION WORKER LEVEL 1

2.1 Training level or qualifications

- 2.1.1 Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.
- 2.1.2 Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

2.2 Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

2.3 Level of supervision

Close supervision or, in the case of more experienced staff working alone, routine supervision.

2.4 Task level

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg. cleaning chemicals and hand tools, may be required. Established procedures exist.

2.5 Organisational knowledge

May provide straightforward information to others on building or service locations.

2.6 Judgment, independence and problem solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

2.7 Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

3. HIGHER EDUCATION WORKER LEVEL 2

3.1 Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or

- completion of Year 12 without work experience; or
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

3.2 Occupational equivalent

Administrative assistant, security patrol officer.

3.3 Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

3.4 Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

3.5 Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

3.6 Judgment, independence and problem solving

- 3.6.1 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- 3.6.2 An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

3.7 Typical activities

- 3.7.1 Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- 3.7.2 Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

4. HIGHER EDUCATION WORKER LEVEL 3

4.1 Training level or qualifications

4.1.1 Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

4.1.2 Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

4.2 Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

4.3 Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

4.4 Task level

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

4.5 Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

4.6 Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

4.7 Typical activities

4.7.1 In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

4.7.2 In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

4.7.3 In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

5. HIGHER EDUCATION WORKER LEVEL 4

5.1 Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

5.2 Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

5.3 Level of supervision

- 5.3.1 In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.
- 5.3.2 May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

5.4 Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

5.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

5.6 Judgment, independence and problem solving

- 5.6.1 In trades positions, extensive diagnostic skills.
- 5.6.2 In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
- 5.6.3 In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

5.7 Typical activities

- 5.7.1 In trades positions:

- work on complex engineering or interconnected electrical circuits;
- exercise high precision trades skills using various materials and/or specialised techniques.

5.7.2 In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

5.7.3 In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

5.7.4 In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or data base applications;
- be responsible for providing a full range of secretarial services, e.g. in a faculty;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.

6. HIGHER EDUCATION WORKER LEVEL 5

6.1 Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

6.2 Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

6.3 Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

6.4 Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

6.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

6.6 Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

6.7 Typical activities

6.7.1 In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

6.7.2 In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services;
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

6.7.3 In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

6.7.4 In professional positions and under professional supervision:

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services.

7. HIGHER EDUCATION WORKER LEVEL 6

7.1 Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields;
or
- an equivalent combination of relevant experience and/or education/training.

7.2 Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

7.3 Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

7.4 Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

7.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

7.6 Judgment, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

7.7 Typical activities

7.7.1 In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements;
- install, repair, provide and demonstrate computer services in laboratories.

7.7.2 In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget in a school or small faculty.

7.7.3 In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

8. HIGHER EDUCATION WORKER LEVEL 7

8.1 Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least four years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

8.2 Occupational equivalent

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

8.3 Level of supervision

Broad direction. May manage other staff including administrative, technical and/or professional staff.

8.4 Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

8.5 Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

8.6 Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

8.7 Typical activities

- 8.7.1 In a library, combine specialist expertise and responsibilities for managing a library function.
- 8.7.2 In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- 8.7.3 In technical manager positions, the management of teaching and research facilities for a department or school.

- 8.7.4 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- 8.7.5 In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

9. HIGHER EDUCATION WORKER LEVEL 8

9.1 Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

9.2 Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

9.3 Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

9.4 Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

9.5 Organisational knowledge

The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

9.6 Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

9.7 Typical activities

- 9.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 9.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- 9.7.3 Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

9.7.4 Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

10. HIGHER EDUCATION WORKER LEVEL 9

10.1 Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

10.2 Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

10.3 Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

10.4 Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

10.5 Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

10.6 Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

10.7 Typical activities

10.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

10.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

10.7.3 Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

10.7.4 Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

11. HIGHER EDUCATION WORKER LEVEL 10

11.1 Training level or qualifications

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas postgraduate qualifications and extensive relevant experience.

11.2 Occupational equivalent

Senior program, research or administrative manager.

11.3 Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

11.4 Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

11.5 Organisational knowledge

Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

11.6 Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

11.7 Typical activities

11.7.1 Manage a large functional unit with a diverse or complex set of functions and significant resources.

11.7.2 Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

11.7.3 Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE 6 – APPLICATION OF LEAVE

1. APPLICATION OF ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- 1.1 Annual leave may be taken as a single continuous period at a time agreed between the staff member and the relevant supervisor, and up to 20 days may be granted in advance of the date on which the entitlement accrues. If agreement cannot be reached on the time of taking of leave, the staff member may appeal the decision by appeal to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member's supervisor, the staff member may appeal to the Divisional Director, Human Resources.
- 1.2 Where a staff member ceases employment with the University payment in lieu of annual leave credits accrued up to the date of termination of employment will be paid on termination, provided that where termination of employment is due to the staff member's death such payment will be made to the staff member's estate. Payment in lieu 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.
- 1.3 The process by which annual leave will be managed is as follows:
- (a) A staff member will receive an automated email when his/her leave balance is 20 or more days but less than 25 days and again when the balance is greater than 25 or more days but less than 30 days. These emails will serve the purpose of advising the staff member that he/she is close to reaching the maximum permissible limit of 30 days and that to avoid this the staff member should negotiate a leave plan with his/her supervisor.
 - (b) If the staff member does not respond and/or negotiate a reduction in his/her leave credits that would otherwise cause those annual leave credits to exceed 30 days, a third email will be sent to the staff member. This email will advise the staff member that he/she has reached the maximum permissible limit of 30 days and that any accrual of leave beyond this limit will constitute "excess annual leave" (EAL).
 - (c) Should the staff member not submit an application for annual leave within two weeks of receipt of the third email, his/her supervisor may direct the staff member, in writing, to submit a leave proposal that will eliminate the EAL including any additional leave accrued during any notice period.
 - (d) Should the staff member not apply by 31 December in the year in which the EAL has accrued for annual leave to eliminate the EAL, he/she will by operation of this clause be rostered and deemed to be on leave from the first working day in the following January. The duration of such leave will be for the number of days that, after taking the leave, will bring the staff member's leave balance down to 20 days and the staff member's annual leave will be reduced accordingly.
- 1.4 All Trades and Services Staff members shall be entitled to 17.5 per cent of the Trades and Services Staff member's ordinary rate of pay 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 August quarter preceding the date of accrual. Staff members whose employment commences after or ceases prior to 15 December in any accrual year will be entitled to a pro rata payment for the number of completed months of continuous service in that accrual year.
- 1.5 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.

2. APPLICATION OF LONG SERVICE LEAVE

- 2.1 A staff member is entitled to choose the time for taking long service leave provided that at least three months' written notice is given, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A staff member may apply for leave on full pay; double the period of leave entitlement but at half pay; or leave at double pay provided the long service leave balance is 19.5 weeks or more. Where the staff member takes leave at double pay, his/her accrued long service leave credits will be reduced by twice the amount of leave actually taken.
- 2.2 The University may on at least three months' written notice direct a staff member to reduce any long service leave balance in excess of 15.6 weeks (592.8 hours). A staff member must submit a leave proposal to his or her supervisor within two weeks of receiving such a direction. If the staff member fails to submit a leave proposal, the staff member will, by operation of this clause, be rostered and deemed to be on paid long service leave from 31 December of the year in which the notice was received for such period as is necessary to reduce his/her long service leave balance to 15.6 weeks. These provisions will not apply where a staff member notifies the University in writing that he or she intends to retire within 24 months, such notification being irrevocable by the staff member, unless otherwise agreed by the University.
- 2.3 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.
- 2.4 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 the following circumstance:
- (a) At the initiative of the staff member or the University:
 - (i) after seven years' service, including recognised service with another employer; or
 - (ii) after four years' service on the grounds of age retirement (where the staff member is eligible to receive a retirement benefit from his/her superannuation scheme) or death; or
 - (b) At the initiative of the University after four or more years of service on the grounds of ill-health.
- 2.5 In accordance with the *Fair Work Act 2009*, service as a casual staff member which meets the requirements of the *Long Service Act 1992 (Vic)* will count as service for long service leave under this Agreement from the Operative Date. Service as a casual staff member prior to that date during the operation of the predecessor certified Agreement will not count as service for calculating any long service leave entitlements.

3. APPLICATION OF PERSONAL (FORMERLY SICK) LEAVE

- 3.1 Personal leave will be credited as specified in Schedule 3.
- 3.2 For absences in excess of either three consecutive days (including weekends and public holidays) or six aggregate days in any working year, a staff member will be required to provide satisfactory evidence of illness or incapacity. Provided that clause 50.3 will apply where the University

demonstrates reasonable grounds to dispute the genuineness of the staff member's illness or incapacity.

- 3.3 A staff member may apply to have accrued personal leave substituted for annual or long service leave on presentation of proof that he/she was ill for two or more consecutive days during the period of leave.
- 3.4 Personal leave credits with employers recognised by the University for long service leave prior service purposes (see Schedule 4) will be transferable up to a maximum of 30 days. Where a staff member was previously employed by the University and returns to continuing or fixed-term employment with the University within a period of 12 months or less, any unused personal leave from the staff member's previous employment with the University will be recredited to the staff member.

4. APPLICATION OF OTHER LEAVE

- 4.1 The approval of ceremonial or sporting leave is subject to application at least 14 days prior to the intended commencement of leave.
- 4.2 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.
- 4.3 During a period of unpaid leave including for proceedings in Fair Work Australia, participation in sporting events, standing for elections, or accompanying a spouse overseas, the staff member has no access to University holidays.

5. APPLICATION OF PARENTAL LEAVE

Entitlement to parental leave by long term casuals

- 5.1 Staff members engaged as long term casuals are entitled to 12 months' unpaid parental leave.

Notice of Parental Leave

- 5.2 A staff member is required to give at least four weeks' written notice prior to commencing parental leave.

Commencement of Parental Leave

- 5.3 Parental leave commences:
- (a) on the date of placement of the adopted child in the case of adoption leave;
 - (b) no earlier than six weeks prior to the expected date of delivery in the case of maternity leave, unless medical evidence recommends otherwise; and,
 - (c) no earlier than one week prior to the expected date of delivery in the case of spouse/domestic partner birth leave.

On at least seven days' notice, a supervisor may request a staff member to obtain medical evidence:

- that she is fit for work, and
- if the staff member is fit for work, medical evidence as to whether it is unadvisable for the staff member to continue in her present position because of illness or risks arising out of the pregnancy, or hazards connected with the staff member's position.

If the staff member:

- fails to provide the requested medical evidence within seven days of the supervisor making the request, or
- the staff member provides medical evidence indicating that she is either unfit for work or it is unadvisable that she continue working,

the supervisor may direct the staff member to commence maternity leave at any time within six weeks prior to the expected date of delivery.

Continuous Period of Leave

- 5.4 Unless otherwise agreed with the University, all adoption leave and maternity leave (including any leave at 60% pay shared between spouses under clause 5.10 of Schedule 6 of this Agreement) must be taken as a continuous period.

Extending period of unpaid parental leave

- 5.5 (a) A staff member who has completed at least 12 months continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of the placement of the adopted child/expected date of the placement of the adopted child) and who has already taken 12 months parental leave, may request an additional 12 months unpaid parental leave, to commence immediately following the end of the available parental leave period. The request must be in writing and must be given to the University at least six weeks before the end of the available parental leave period. The University will provide a response to the staff member within 21 days of the request being made.
- (b) A staff member who has completed at least 12 months continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of placement of the adopted child/expected date of placement of the adopted child), and whose spouse has already taken 12 months parental leave, will only be entitled to a maximum period of 12 months unpaid parental leave.

Return to Work After Parental Leave

- 5.6 At the end of a period of parental leave, a 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 leave, subject to the provision by the staff member of at least four weeks' prior confirmation of return to work after the date of delivery. With at least six weeks' notice prior to return to work, a staff member who has completed at least 12 months' continuous service with the University immediately prior to making the request, who is returning from parental leave and who has responsibility for the care of the child may request a reduced working year arrangement in accordance with clause 53, or a reduced fraction for a specified period of time. The request must be in writing and must set out the details of the change sought and the reasons for the change. The University will provide a response to the staff member within 21 days of the request being made.

Where a staff member does return from parental leave on a reduced fraction and commences a subsequent period of paid parental leave, the fraction applied for determining paid parental leave entitlements of the staff member during that subsequent period of paid parental leave will be:

- (a) the staff member's average fraction for the 12-month period immediately preceding commencement of that subsequent period of paid parental leave; or,
(b) the staff member's average fraction for the period since his/her last return from parental leave,
whichever is the lesser period.

- 5.7 Clauses 5.5 and 5.6 do not apply to a casual staff member unless the staff member is a long term casual of the University immediately prior to making the request.

Return to Work Conversion Option

- 5.8 A staff member with an entitlement to adoption or maternity leave at 60% pay and who intends to return to work before exhausting his/her entitlement to leave at 60% pay is entitled to one of the following conversion options upon his/her return to work:
- (a) Return to work on a reduced fraction (subject to the agreement of the University) and at a rate of pay nominated by the staff member up to 100% of pay, provided that the staff member has

already taken at least 26 weeks' paid adoption or maternity leave and remains on a reduced fraction; or

- (b) Payment of the cash value of the unexpired portion of his/her leave at 60% pay entitlement at the election of the staff member as either a lump sum, a fortnightly allowance, or payment of child care fees for University-provided child care (subject to the staff member assuming liability for any FBT costs), whether or not the staff member returns to work on a reduced fraction.

Provided that any payments made under a return-to-work conversion option will only continue until the cash value of the unexpired portion of the staff member's leave at 60% pay entitlement is exhausted or the 52nd week following the date of commencement of the staff member's period of adoption or maternity leave expires, whichever is the earlier. The cash value of the unexpired portion of the staff member's leave at 60% pay entitlement excludes superannuation contributions. Any unused portion of the staff member's entitlement to leave at 60% pay remaining at the staff member's date of termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

Nomination of Return-to-Work Conversion Option

- 5.9 Eligible staff members intending to take up a return-to-work conversion option are required to nominate their selected option at the time of applying for parental leave. Provided that a staff member (and/or his/her spouse pursuant to clause 5.10 of Schedule 6) may subsequently change his/her election on at least 14 days' written notice prior to his/her return to work from parental leave, and the University may charge the staff member an administration fee to cover any costs incurred as a consequence.

Transfer of Leave at 60% Pay Entitlement

- 5.10 A staff member:

- (a) with an entitlement to adoption or maternity leave at 60% pay;
- (b) who is succeeded by his/her spouse as the child's primary caregiver; and
- (c) whose spouse is employed by the University

may transfer the remainder of his/her leave at 60% pay entitlement to his/her spouse. Provided that if the spouse receives the leave at 60% pay entitlement as a return-to-work conversion option and he/she has not reduced his/her fraction of employment after assuming primary caregiver responsibility, the cash value of the entitlement will be based on that spouse's pay which is the lesser.

Return to Work Obligation

- 5.11 A staff member (and/or his/her spouse pursuant to clause 5.10 of Schedule 6) will enter into a deed with the University as a condition of payment for any leave at 60% pay entitlement and/or return-to-work conversion option. The deed will specify that the staff member is obliged to return to work for a period equivalent to:

- (a) the period of leave taken at 60% pay (irrespective of the staff member's return to work fraction); and/or
- (b) the period it takes for the staff member 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) equivalent in aggregate to the cash value of the return-to-work conversion option benefit received.

Discharge of the staff member's return-to-work obligation commences immediately upon his/her return to work, including a return to work under a return-to-work conversion option.

In the event that the staff member resigns or is dismissed and he/she has failed to fully discharge his/her return to work obligation, the staff member will be required to pay the University restitution for the shortfall. In instances where the staff member fails to return to work for a period equivalent to the period of leave taken at 60% pay, employer superannuation contributions made during the period of

such leave will be included in the calculation of restitution owing. Any balance outstanding will be deducted from any entitlements otherwise due to the staff member upon termination of employment. The Deed will make it clear that a staff member may elect to extend his or her period of parental leave in accordance with clause 5.5 of Schedule 6. A decision by a staff member to extend his or her period of parental leave does not absolve the staff member of his/her obligations under the Deed. However, the fulfilment of those obligations may be delayed until the staff member returns to work.

5.12 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 spouse/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 at least 14 weeks have expired from the date of delivery or her entitlement to maternity leave at 100% pay has been exhausted, whichever is the earlier.

A staff member will have no parental leave entitlements beyond the date of termination of his/her employment with the University.

Termination or Still Birth

5.13 Where a staff member's pregnancy has proceeded for at least 20 weeks and her pregnancy either terminates or results in a still birth, she will be entitled to leave up to a maximum aggregate continuous period of 26 weeks comprising:

- (a) paid leave equivalent to the staff member's maternity leave at 100% pay entitlement that would otherwise have applied, or the remaining balance thereof; and
- (b) unpaid leave.

Provided that the maximum aggregate continuous period may be extended to 52 weeks where certified by a medical practitioner.

Such staff member will resume duty at a time agreed upon in consultation with her supervisor.

5.14 A staff member on unpaid maternity leave who has an accrued personal leave entitlement and becomes ill as a result of her pregnancy or childbirth is entitled to be placed on personal 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.

Parental Leave During Holidays

5.15 Where Labour Day, Queen's Birthday or Melbourne Cup Day, fall during a period of parental leave counting as service, the staff member will accrue an entitlement to 1 ½ days' holidays in lieu for each day. Where the staff member returns to work in the same year that the entitlement is accrued, it will be taken at the next Christmas/New Year closedown. If not, the accrued holiday entitlement is required to be taken prior to the next closedown period.

5.16 All other holiday entitlements will be foregone by staff on parental leave.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
COMMUNICATION, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND
ALLIED SERVICES UNION (ELECTRICAL DIVISION)

in the presence of

Signed for and on behalf of
COMMUNICATION, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND
ALLIED SERVICES UNION (PLUMBING DIVISION)

in the presence of

Signed for and on behalf of
CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION

in the presence of

Signed for and on behalf of
MONASH UNIVERSITY

in the presence of