

SUMMARY OF KEY PROVISIONS OF MONASH UNIVERSITY ENTERPRISE AGREEMENT TRADES AND SERVICES STAFF (CATERING AND RETAIL, CLEANING AND CARETAKING AND MISCELLANEOUS SERVICES STAFF) 2005

This summary serves to highlight some of the main provisions of the Monash University Enterprise Agreement (Trades & Services Staff – Catering and Retail, Cleaning and Caretaking and Miscellaneous Services Staff) 2005 (“**2005 Agreement**”), which was certified on 29 November 2005. Please note that this is a *summary only* and staff are encouraged to read the full text of the 2005 Agreement.

Topic	Relevant Clauses	Summary
Conditions Applying to ALL Catering & Retail, Cleaning and Caretaking and Miscellaneous Services Staff		
Apprentice Rates	25	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%
AWAs	12	University may enter into Australian Workplace Agreements (AWAs) with its staff members. AWAs operate to the exclusion of the Enterprise Agreement.
Casual Staff	17	Casual staff are paid for a minimum engagement of 2 hours.
Fixed-Term Staff	18	<ul style="list-style-type: none"> ➤ Fixed-term employment means full time or fractional employment for a specified term or ascertainable period for which letter of engagement will specify: <ul style="list-style-type: none"> - start and finish dates of employment; or - in lieu of a finish date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire. ➤ University will provide to a fixed-term staff member written notice that at the expiry of the contract the University intends to: <ul style="list-style-type: none"> - continue the position or a position with the same or substantially similar duties; or - discontinue the position. ➤ Where further fixed-term employment is offered under clause 18.5, staff member may apply for conversion to continuing employment on the same salary and classification. University may refuse conversion on reasonable grounds. ➤ In certain circumstances severance will be payable to a staff member at the expiry of a fixed-term contract and where the University does not renew the contract.
Higher Duties	19	A staff member who is required to act in a position of higher classification shall be paid a higher duties allowance.
Hours of Work & Span of Hours	35	Staff shall work an average of 38 hours per week within a work cycle of 152 hours within 28 consecutive days. The span of hours will be 6:00am – 6:0pm (with the exception of staff engaged in shift work)

Joint Consultative Committees	10	A joint consultative committee comprising of elected trades & services staff members and management representatives shall be formed for the purpose of performing consultative functions and developing and recommending principles relating to flexible work arrangements.																								
Leave	Sch 3	See Schedule of Leave Entitlements below																								
Linking	28	HEW levels 1 have access to progression to HEW level 2 without promotion. HEW levels 3 have access to progression to HEW level 4 without promotion.																								
Overtime	36	Monday to Saturday = Time and a half for the first two hours and double time thereafter Sunday = Double time																								
Redundancy & Redeployment	21	Clause 21 sets out process that must be followed where it appears 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 or introduction of new technology. Clause 21.5 sets out the severance pay entitlements of staff in the event of termination of employment on the ground of redundancy.																								
Salary Increases	24	Staff members will receive the following salary increases: 2007 – 3% (31 March), 3% (30 September) 2008 – 3% (31 March)																								
Superannuation	33	The University will maintain the current employer contributions and arrangements for superannuation that are in effect as of the date of certification of this Agreement, including UniSuper as the required recipient fund.																								
Work Performance & Conduct	23	Steps in the disciplinary process detailed in clause 23 including provision for termination without notice for serious and wilful misconduct.																								
Conditions applying to Catering, Retail Staff and Tea Attendants:																										
<ul style="list-style-type: none"> • Catering Staff • Retail Staff • Tea Attendants 																										
Accommodation for Catering Staff	58	Other than MRS Catering staff, adequate accommodation shall be provided for dressing and reasonable accommodation will be provided for staff to have their meals in.																								
Casual Employment	50	Casual staff member shall be paid the ordinary rate of pay plus the following casual loadings: <table border="1" data-bbox="544 1601 1465 2058"> <thead> <tr> <th></th> <th>All hours worked Monday to Friday</th> <th>All hours worked on a Saturday</th> <th>All hours worked on a Sunday</th> </tr> </thead> <tbody> <tr> <td>Monash Residential Services Accommodation Unit catering staff and Monash University Bookshop retail services staff and retail services staff of MES Retail previously employed prior to 25 November 1997</td> <td>25%</td> <td>50%</td> <td>75%</td> </tr> <tr> <td>MES Food and Beverage catering staff employed prior to or on 25 November 1997</td> <td>31.33%</td> <td>31.33%</td> <td>31.33%</td> </tr> <tr> <td>MES Food and Beverage catering staff employed after 25 November 1997</td> <td>25%</td> <td>25%</td> <td>25%</td> </tr> <tr> <td>Other catering staff</td> <td>33.33%</td> <td>50%</td> <td>75%</td> </tr> <tr> <td>Retail services staff of MES Retail (other than Monash</td> <td>25%</td> <td>25%</td> <td>75%</td> </tr> </tbody> </table>		All hours worked Monday to Friday	All hours worked on a Saturday	All hours worked on a Sunday	Monash Residential Services Accommodation Unit catering staff and Monash University Bookshop retail services staff and retail services staff of MES Retail previously employed prior to 25 November 1997	25%	50%	75%	MES Food and Beverage catering staff employed prior to or on 25 November 1997	31.33%	31.33%	31.33%	MES Food and Beverage catering staff employed after 25 November 1997	25%	25%	25%	Other catering staff	33.33%	50%	75%	Retail services staff of MES Retail (other than Monash	25%	25%	75%
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		University Bookshop staff) not previously employed prior to 25 November 1997												
Hours of Work	51 & 52	<ul style="list-style-type: none"> ➤ Tea attendants span of hours is 6:30am to 5pm and catering staff is 7:00am to 7:00pm ➤ Staff will work a minimum of 6 hours and a maximum of 11.5 hours per day ➤ Staff are entitled to 8 days off per four-week period ➤ No staff member may work more than 10 days in a row without being rostered off duty for a day. 												
Meal Breaks	56	Where it is not possible to grant a meal break on any day worked, staff will be paid for time worked and paid at the rate for the day plus half-time, until released for a meal. Where a staff member works in excess of five hours after the first meal break, he/she will be granted a further break of 20 minutes.												
Rosters	53	Rosters shall be posted in a conspicuous place accessible to staff members and altered only by mutual consent or with 7 days notice. A minimum of ten hours break between the finish of one day and commencement of the next shall be provided.												
Seasonal Employment	61 & 62	<ul style="list-style-type: none"> ➤ MES seasonal workers shall receive a loading equivalent to 4% (or 8% if employed prior to 25 November 1997). ➤ Seasonal staff shall be rostered for a minimum of three hours on any single engagement, except for students of the University. ➤ Seasonal staff members are entitled to annual leave, accumulating at the rate of one-twelfth of ordinary time. ➤ Annual leave loading of 17.5% is payable in lieu of the relevant seasonal loading. Seasonal staff have the option of taking payment in lieu of accrued annual leave on the pay day of the first full pay period in November each year. 												
Shift Allowance	57	Any staff member required to work any of his or her ordinary hours outside the hours of 7.00am to 7.00pm on Mondays to Fridays inclusive shall be paid: \$1.27 per hour or part thereof where such work is performed after 7.00pm and up to midnight; or \$1.82 per hour or part thereof where such work is performed after midnight and up to 7.00am, with a minimum payment of \$1.93 for any one day.												
Weekend Work	54	<table border="1"> <thead> <tr> <th>Ordinary hour rates</th> <th>Saturday</th> <th>Sunday</th> </tr> </thead> <tbody> <tr> <td>Food & Beverage & Retail Staff</td> <td>Time and a half</td> <td>Time & three quarters</td> </tr> <tr> <td>MRS Catering Staff</td> <td>Time and a half</td> <td>Time and a half</td> </tr> <tr> <td>Bookshop Staff</td> <td>Time and a half</td> <td>Double time</td> </tr> </tbody> </table>	Ordinary hour rates	Saturday	Sunday	Food & Beverage & Retail Staff	Time and a half	Time & three quarters	MRS Catering Staff	Time and a half	Time and a half	Bookshop Staff	Time and a half	Double time
Ordinary hour rates	Saturday	Sunday												
Food & Beverage & Retail Staff	Time and a half	Time & three quarters												
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Bookshop Staff	Time and a half	Double time												
Uniform Allowance	60	MRS staff are paid a uniform allowance of \$3.97 per week.												
Work Equipment & Materials	59	The University will provide all necessary work equipment and materials												
Conditions applying to Cleaning and Caretaking Staff:														
<ul style="list-style-type: none"> • Cleaning Staff • Caretaking Staff • Stewards in the Clayton Campus Centre 														
Car Parking	70	Cleaning staff on Clayton campus working early morning shifts are entitled to free parking on campus. Cleaning staff at the Alfred Hospital are entitled to free parking on-site.												
Casual	63	Casual staff shall be paid the ordinary rate plus the following loadings:												

Employment		Monday – Friday = 25% Saturday = 50% Sunday = 75%						
Hours of Work	65	Ordinary hours shall be worked as a 19-day four-week cycle of 8 hours each day on any five days of the week, Monday to Sunday. RDOs accrue 0.4 of one hour for each day worked.						
Part-time Loadings	64	Part-time loadings are payable to: <ul style="list-style-type: none"> • Trades & Services staff first employed in the Clayton Campus Centre after 25 Nov '97 = 10% • Trades & Services staff first employed in the Clayton Campus Centre prior to 25 Nov '97 = 12% • All other Trades & Services Staff members = 15% 						
Recall Overtime	66	If Gippsland Campus caretaking staff are recalled to the workplace overtime payments shall apply for a minimum of two hours.						
Shift Work	67	Full time and Part time staff members and casual caretaking staff on the Gippsland campus will be paid an additional allowance of 15% for ordinary shift hours worked between midnight Sunday and midnight Friday. See EBA for full definitions of shift work. If a night shift does not rotate or alternate with another shift, the permanent night shift allowance of 30% will apply.						
Weekend Work	68	For ordinary hours worked on weekends full time or part time staff will be paid at: Time and a half = Saturday Time and three quarters (Clayton Campus) and otherwise double time = Sunday						
Conditions applying to Miscellaneous Services Staff:								
<ul style="list-style-type: none"> • Child Care Workers, including Kindergarten and Play Centre Assistants • Kindergarten Teachers • Mothercraft Nurses • Security patrol staff on the Peninsula Campus • Control Room Operators of the Security and Traffic Section on Clayton Campus • Storage services staff 								
Casual Employment	71	Casual staff are paid at the ordinary rate plus the following casual loadings: Security patrol staff at Peninsula campus = 20% (mon-fri), 50% (sat), 100% (Sunday) Miscellaneous services staff = 20% (mon-fri), 25% (sat), 50% (Sunday)						
Control Room Operators & Security Patrol Staff Laundry Allowance	72	Control Room Operators & Security Patrol staff standard hours of work may be worked Monday to Sunday. Any day of paid leave or University holiday that occurs through the relevant RDO accrual period shall be regarded as a day worked for RDO accrual purposes.						
Elwyn Morey Centre School Term Break	78	During the 6 weeks of school term breaks each year between the end of term 1 and the start of term 4, program assistants will: <ul style="list-style-type: none"> • Take accrued leave • Be stood down • Work normal weekly hours of work 						
Meal Breaks	75	For Security Patrol Staff no deduction will be made in a staff member's time for a meal period of 30 minutes unless leaving the University premises.						
Overtime & Shift Work Rates	76	<table border="1"> <thead> <tr> <th></th> <th>Day</th> <th>Rate of pay</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Monday to Friday:</td> <td></td> </tr> </tbody> </table>		Day	Rate of pay	(a)	Monday to Friday:	
	Day	Rate of pay						
(a)	Monday to Friday:							

		<ul style="list-style-type: none"> • First 7.6 hours • 7.6 - 9.6 hours • Each hour beyond 9.6 • After completion of 8 hours where work on one day and continues into next day. 	<p>Ordinary time</p> <p>Time and a half</p> <p>Double time</p> <p>Overtime</p>
		<p>(b) Shift commencing on Friday and finishing on Saturday:</p> <ul style="list-style-type: none"> • Friday hours • Saturday hours, for hours on the total shift are between 7.6 - 9.6 hours • Saturday hours, for hours on total shift that are in excess of 9.6 hours 	<p>As above in (a)</p> <p>Double time</p> <p>Double time and a half</p>
		<p>(c) Saturday:</p> <ul style="list-style-type: none"> • First 7.6 hours • 7.6 - 9.6 hours • Each hour beyond 9.6 	<p>Time and a half</p> <p>Double time</p> <p>Double time and a half</p>
		<p>(d) Shift commencing on Saturday and finishing on Sunday:</p> <ul style="list-style-type: none"> • Saturday hours • Sunday hours, for hours on the total shift that exceed 10 hours • Sunday hours, for hours worked on the Sunday that exceed 10 hours 	<p>As above in (c)</p> <p>Double time</p> <p>Triple time</p>
		<p>(e) Sunday:</p> <ul style="list-style-type: none"> • First 10 hours • Each hour beyond 10 	<p>Double time</p> <p>Triple time</p>
		<p>(f) Shift commencing on Sunday and finishing on Monday:</p> <ul style="list-style-type: none"> • Sunday hours • Monday hours, for hours on the total shift are between 7.6 - 9.6 hours • Monday hours, for hours on total shift that are in excess of 9.6 hours 	<p>As above in (e)</p> <p>Time and a half</p> <p>Double time</p>
Weekend Work	77	<p>For ordinary hours worked on weekends, miscellaneous services staff (other than control room operators and security patrol staff), will be paid at:</p> <p>Time and a half = Saturday</p> <p>Double time = Sunday</p>	

SCHEDULE OF LEAVE ENTITLEMENTS

Purpose of leave	Application and eligibility	Leave entitlement
Staff member applying for leave must specify it is for the purpose listed below.	All staff members are eligible for the entitlements in this Table provided that for any specific category of leave, the staff member has been or is:	A staff member's entitlement is subject to the conditions set out in clauses 40-49 of the Agreement.
(a) Annual leave		Twenty paid working days for each completed year of service, which can accumulate up to 30 days.
	7 day-shift workers	An additional 5 paid days where the rostered shifts include at least 10 Sundays in the accrual period or half a day for each rostered shift on a Sunday where less 10 Sundays shifts are rostered
(b) Sick leave Unable to perform his/her duties due to an illness or injury		15 paid days for each year of service which shall accumulate if not taken. Staff will be required to provide satisfactory evidence of illness or incapacity for absences in excess of either 3 consecutive days (including weekends and public holidays) or 6 aggregate days in any working year.
(c) Carer's leave To care for a family member		Up to 5 paid days of sick leave in any calendar year, by arrangement with the University up to 5 single days of annual leave or make up time by performing additional work at ordinary time to make up for time lost.
(d) Isolation leave Has a contracted disease or is isolated on the direction of a medical practitioner		Paid leave for the required period of isolation.
(e) Repatriation leave Absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs	Engaged in war service.	Up to 15 paid days during each year of service, cumulative up to 100 days.
(f) Long service leave	At least ten years of recognised service	9.1 paid weeks after seven years of service and at the rate of 1.3 weeks for every additional year thereafter.
(g) Jury Service For serving on a jury	Called for jury service	Paid leave for the duration of attendance.
(h) Fire fighting and emergency assistance leave Fire-fighting or other forms of emergency assistance.	A member of a voluntary organisation, or responds to an appeal for emergency purposes	Paid leave for the duration of the participation in the emergency activity, plus one day of recovery leave on completion.
(i) Defence Reserve Forces Leave Attendance at annual training camp, schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces.	A member of the Defence Reserve Forces	In any calendar year, 14-18 paid days for an annual camp and up to 14 paid days for other purposes.

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

Preparing for, or attending to community organisation business and relevant cultural duties and celebrations.	member of the Aboriginal or Torres Strait Islander community.	5 days paid leave plus 10 days unpaid leave per calendar year.
(s) Election leave Standing for election to Federal or State Parliament	Nomination as Candidate for Federal or State Government.	Unpaid leave not exceeding the election period.
(t) Sporting leave For participating in or officiating at sporting events.	Participation as a competitor or acting as an accredited official in a sporting event.	On application at least 14 days prior, up to four weeks' paid leave for Olympic, Commonwealth or Pacific Conference games and up to 4 weeks unpaid leave for all other events.
(u) Leave to accompany spouse overseas For accompanying a spouse travelling on long service leave or for OSP or staff training	A spouse employed by the University	Unpaid leave for the period of travel subject to operational requirements, and up to 2 occasions only.
(v) Special Leave For any purpose approved at the discretion of the University.		Paid or unpaid leave for the duration of the circumstances.