

**SUMMARY OF KEY PROVISIONS OF MONASH UNIVERSITY  
ENTERPRISE AGREEMENT (TRADES AND SERVICES STAFF- BUILDING  
AND METAL TRADES STAFF AND GROUNDS AND GARDENING STAFF)  
2005**

This summary serves to highlight some of the main provisions of the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff and Grounds and Gardening Staff) 2005 (“**the 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
<b>Accident Compensation Leave and Make-Up Pay</b>	41	Clause 41 sets out the entitlements of a staff member to accident compensation leave and make-up pay where he/she has suffered injury causing partial or total incapacity for work and who receives compensation pursuant to the Workers Compensation Act 1958 and/or Accident Compensation Act 1985.
<b>Amenities</b>	64	The University shall provide Building and Metal Trades staff with suitable lockers, suitable hanging space for clothes, suitable dining accommodation space, boiling water at meal times, and cool clean drinking water.
<b>Annual leave for Carpenters, Painters and Plumbers</b>	63	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.
<b>Apprentice Rates</b>	23	Base rates of pay for apprentices will be determined as a percentage of the salary paid by the University to HEW level 3 staff at incremental step 1:  1 <sup>st</sup> year apprenticeship: 50% 2 <sup>nd</sup> year apprenticeship: 60% 3 <sup>rd</sup> year apprenticeship: 75% 4 <sup>th</sup> year apprenticeship: 95%
<b>AWAs</b>	13	The University may offer AWAs to its Trades and Services staff. AWAs operate to the exclusion of the Enterprise Agreement.
<b>Casual Employment</b>	17	A casual staff member is:  - engaged by the hour and paid by the hour; - not entitled to any paid or unpaid leave of any kind or other benefits as set out in clause 17.1; and - will be paid for a minimum of 2 hours for each period of engagement.
<b>Christmas/New Year Closedown Arrangements</b>	43	Labour Day, Queen’s Birthday, and Melbourne Cup Day are normal working days for all staff. In compensation the University will grant five non-cumulative University holidays which will be taken on days falling between Christmas Day and New Year’s Day, (excluding any Saturday or Sunday or public holiday).
<b>Compensation for clothes and incidentals</b>	31	<ul style="list-style-type: none"> <li>➤ Staff whose clothes, spectacles, or hearing aid(s) have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid an amount to cover the loss thereby suffered</li> <li>➤ Staff shall be reimbursed to a maximum of \$1,093 for loss of clothes by fire or breaking or entering</li> </ul>

<b>Dispute Settling Procedures</b>	12	Clause 12 sets out the procedure for resolution of a dispute that arises as to the application of the Agreement.
<b>Electrical compliance safety certificate system</b>	59	All licensed electricians will be paid an all purpose allowance of \$25 per fortnight.
<b>First Aid Allowance</b>	32	A staff member who has been trained to render first aid and has appropriate qualifications shall be paid a weekly allowance of \$9.80 if he/she is appointed by the University to perform first aid duty.
<b>Fixed-Term employment</b>	18	<ul style="list-style-type: none"> <li>➤ 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"> <li>- start and finish dates of employment; or</li> <li>- 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.</li> </ul> </li> <li>➤ 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"> <li>- continue the position or a position with the same or substantially similar duties; or</li> <li>- discontinue the position.</li> </ul> </li> <li>➤ Where further fixed-term employment is offered under clause 19.3, staff member may apply for conversion to continuing employment on the same salary and classification. University may refuse conversion on reasonable grounds.</li> <li>➤ 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.</li> </ul>
<b>Fractional Appointment Scheme for Retirement Planning Purposes</b>	16	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 as set out in clause 16.
<b>Higher Duties</b>	25	A 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.
<b>High Voltage Operator's Licence Allowance</b>	61	University will nominate electricians to act as High Voltage Operators on an on-going basis. Such staff members will be paid an allowance of \$5 per day for each day worked or on High Voltage Availability Operator Duty.
<b>Hours of work</b>	35	The ordinary weekly hours shall be an average of 38 hours per week worked over a 9 day fortnight with a Rostered Day Off accrued in each 2 week cycle.
<b>Introduction of major change in the workplace</b>	10	University will notify affected staff and where a staff members chooses the staff member's Representative(s), and the Joint Consultative Committee where a proposed significant and substantial change will affect staff.
<b>Joint Consultative Committee</b>	11	Clause 11 provides for the establishment of a Joint Consultative Committee (JCC) to perform the consultative functions assigned to it by the Agreement and develop and recommend principles relating to flexible work arrangements.
<b>Leading Hand Allowances</b>	33	Staff member in receipt of a leading hand allowance and who has been in receipt of a leading hand allowance since at or before 29 January 2003 will

		continue to be paid allowance until his/her employment ceases.
<b>Leave</b>	Schedule 3	See Schedule of Leave Entitlements below
<b>Linking</b>	27	Clause 27 provides for linking from HEW levels 1 to 2 and from HEW levels 3 to 4 where certain criteria are met.
<b>Meal and Tea Breaks</b>	34	<ul style="list-style-type: none"> <li>➤ Staff shall not be required to work for more than 5 hours continuously without a meal break. However a staff member may elect to work up to 6 consecutive hours without such a break for a meal.</li> <li>➤ A meal break will be at least 30 minutes but not more than 1 hour</li> <li>➤ Staff are given a 10 minute paid morning tea and afternoon tea break</li> </ul>
<b>Noticeboard</b>	50	University shall permit a noticeboard(s) to be erected for staff to post notices where they are signed with the approval of the University.
<b>Occupational welfare leave</b>		Staff member may, or University may request, that a staff member make application for leave with pay or without pay to undertake an approved rehabilitation or counselling or treatment programme in circumstances where stress, health concerns, alcohol and or drug dependency and/or compulsive gambling are adversely affecting the staff member's work performance.
<b>Overtime</b>	37	<p>The following rates shall apply for the payment of overtime:</p> <p>Mon – Sat:      time and a half for the first two hours and double time thereafter*</p> <p>Sunday:          double time</p> <p>*plumbers will be paid at the rate of double time for overtime worked beyond the first hour any time Monday to Saturday inclusive.</p>
<b>Payment of salaries and deductions</b>	28	Salary will be paid fortnightly
<b>Penalty rates not cumulative</b>	40	Where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but only that penalty which is to the staff member's greatest advantage.
<b>Performance Enhancement</b>	24	<ul style="list-style-type: none"> <li>➤ staff member and supervisor will meet to agree on manageable goals and objectives to be pursued during the annual performance and review cycle.</li> <li>➤ 3 months before increment of staff member falls due, or anniversary of appointment in cases where the staff member has reached the top of the incremental scale, supervisor will convene a meeting to review staff member's performance</li> <li>➤ where staff member has made satisfactory progress increment will be paid at due date</li> <li>➤ where staff member has not made satisfactory progress supervisor will identify in writing the factors which have not been satisfactorily met. Report will specify the improvement required to achieve the goals and objectives within the remaining timeframe. One month before increment falls due, staff member will again meet with his/her supervisor to confirm whether or not performance factors set have been met. Where they have not been met, staff member will be advised in writing of the reasons that an increment will be withheld.</li> </ul>

		<ul style="list-style-type: none"> <li>➤ staff member may seek a review of the decision to withhold an increment, by written application to the relevant Divisional Director or Dean and a nominee of the Chairperson of the JCC.</li> </ul>
<b>Plumber's licence allowance</b>	58	A staff member in receipt of a plumber's licence allowance and who has been in receipt of such an 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.
<b>Plumbing registration</b>	60	All registered plumbers will be paid an all purpose allowance of \$25 per fortnight.
<b>Probationary Employment</b>	14	<ul style="list-style-type: none"> <li>➤ A three month probationary period shall apply to new fixed-term or continuing full-time and part-time appointments to Trades and Services Staff positions.</li> <li>➤ For fixed-term contracts of less than six months duration, the period of probation shall not exceed 50% of the contract term.</li> <li>➤ Probation periods do not apply in the case of: <ul style="list-style-type: none"> <li>- transfer;</li> <li>- secondment;</li> <li>- pre-retirement contracts;</li> <li>- second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or</li> <li>- contracts for periods of less than 3 months.</li> </ul> </li> </ul>
<b>Public Holidays and University Holidays</b>	39	<p>Staff will be entitled to the following days proclaimed as holidays: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day</p> <p>Staff required to work on these days will be paid a rate of double time and a half of ordinary time.</p>
<b>Reclassification of Position</b>	26	<ul style="list-style-type: none"> <li>➤ Reclassification to a higher level occurs through progressive job redesign involving a significant degree of increased responsibility or job complexity.</li> <li>➤ Where reclassification is appropriate, a position description is prepared in the preferred university format and then forwarded with a letter of request for review of the classification, to the appropriate university officer.</li> <li>➤ Staff aggrieved by a review of classification decision may apply for a review of the decision by the Classification Review Committee.</li> </ul>
<b>Redeployment and Redundancy</b>	19	<p>Clause 19 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.</p> <p>Clause 19.5 sets out the severance pay entitlements of staff in the event of termination of employment on the ground of redundancy.</p>
<b>Salary increases</b>	22	Staff members will receive the following salary increases:

		2007 – 3% (31 March), 3% (30 September) 2008 – 3% (31 March)
<b>Salary packaging</b>	29	Staff will be able to negotiate an individual salary package to reduce the cash salary prescribed in favour of a mix of benefits (such as University car parking fees, childcare and gym membership, contribution to superannuation and subscriptions to trade or professional associations) and cash salary.
<b>Special Rates</b>	53	<p>Building and Metal Trades staff only will be entitled to the following special rates:</p> <p>Asbestos work: 44 cents per hour extra  Cold places: 36 cents per hour extra  Confined spaces: 43 cents per hour extra  Dirty work: 35 cents per hour extra  Height work: 54 cents per hour extra  Hot places: 35 cents / 40 cents per hour extra  Insulation handling: 40 cents per hour extra  Welding work: \$12.92 per week  Wet work: \$36 cents per hour</p> <p>Grounds and gardening staff only will be entitled to the following special rates:</p> <p>Toxic substances: 60 cents per hour extra</p>
<b>Stand by, Recall to Duty and 10-hour break</b>	38	<ul style="list-style-type: none"> <li>➤ 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</li> <li>➤ Where a staff member is recalled to work overtime after leaving the University and he/she returns to perform overtime, he/she shall be paid for a minimum of 3 hours work (subject to exceptions)</li> <li>➤ Staff member will be given at least a 10 hour break (plus Reasonable Travelling Time) from completion of overtime to scheduled or ordinary duty.</li> </ul>
<b>Superannuation</b>	30	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.
<b>Termination of Employment other than Redundancy</b>	20	<p>Notice of termination will be in accordance with section 170CM of the Workplace Relations Act, subject to any greater period of notice specified in a staff member's contract of employment.</p> <p>Notice will not be required in relation to the termination of a staff member found to have engaged in serious misconduct.</p>
<b>Time and Wages Book</b>	48	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.
<b>Tools and materials</b>	47	University shall supply all tools and materials necessary for the work required to be performed by staff.
<b>Uniforms and Protective Clothing</b>	46	Uniforms and protective clothing will continue to be issued to staff.

<b>Voluntary Reduced Working Year</b>	45	Continuing / fixed term staff may apply to reduce their 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.
<b>Waiting time and presenting for work</b>	54	A Building and Metal trades staff member who is required to attend for work and is kept waiting to commence work shall be paid at his/her ordinary rate of pay for time he/she is kept waiting.
<b>Work Performance and Conduct</b>	21	Clause 21 sets out the disciplinary process to be followed in the event of concerns about a staff member's work performance or conduct. The process includes an initial meeting with supervisor followed by a series of written warnings.

## **SCHEDULE OF LEAVE ENTITLEMENTS**

Purpose of leave	Application and eligibility	Leave entitlement
<b>Staff member applying for leave must specify it is for the purpose listed below.</b>	<b>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:</b>	<b>A staff member's entitlement is subject to the conditions set out in clause 42 and Schedules 4 and 5 of the Agreement.</b>
<b>(a) Annual leave</b>		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, and an additional ½ day for each Sunday worked if less than 10 Sundays.
<b>(b) Sick leave</b>  <b>Unable to perform his/her duties due to an illness or injury</b>		15 paid days for each year of service which shall accumulate if not taken.  Staff member 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.
<b>(c) Carer's leave</b>  <b>To care for a family member</b>		Up to 5 paid days of sick leave in any calendar year, and, 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.
<b>(d) Isolation leave</b>  <b>Has a contracted disease or is isolated on the direction of a medical practitioner</b>		Paid leave for the required period of isolation.
<b>(e) Repatriation leave</b>  <b>Absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs</b>	Engaged in war service.	Up to 15 paid days during each year of service, cumulative up to 100 days.
<b>(f) Long service leave</b>	At least seven 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.
<b>(g) Jury Service</b>  <b>For serving on a jury</b>	Called for jury service	Paid leave for the duration of attendance.
<b>(h) Fire fighting and emergency assistance leave</b>  <b>Fire-fighting or other</b>	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.

forms of emergency assistance.		
<b>(i) Defence Reserve Forces Leave</b>  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.
<b>(j) Blood donor leave</b>  For donating blood.		Paid leave for the period required.
<b>(k) Compassionate leave</b>  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.
<b>(l) Court appearances leave</b>  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.
<b>(m) Parental Leave (Maternity)</b>  Birth and care of a child	A birth mother with continuous service of 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.
	A birth mother with continuous service of 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.
	A birth mother with continuous service of 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
<b>(n) Parental Leave (Adoption)</b>  Adoption of a child	Approved applicant for the adoption of a child under 12 months;	Maternity leave <i>mutatis mutandis</i> .
	Approved applicant for the adoption of a child 12 months or over.	50% of the maternity leave entitlement <i>mutatis mutandis</i> .
<b>(o) Parental Leave (Spouse/Partner Birth)</b>  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	Continuous unpaid leave for up to 52 weeks to be taken within 12 months after the birth.
	Absent to assist the birth mother immediately before or 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><b>(p) Arbitration Leave</b></p> <p><b>Preparation or conducting a case in an Industrial Relations Commission.</b></p>	<p>Up to two staff members for the same case.</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 the case.</p>
<p><b>(q) Religious leave</b></p> <p><b>For the observance of religious occasions</b></p>		<p>Unpaid leave for up to 3 days in any one calendar year.</p>
<p><b>(r) Ceremonial leave</b></p> <p><b>Preparing for, or attending to community organisation business and relevant cultural duties and celebrations.</b></p>	<p>Identified as, is accepted as a member of the Aboriginal or Torres Strait Islander community.</p>	<p>On prior application of at least 14 days prior, up to 5 days paid leave plus 10 days unpaid leave per calendar year.</p>
<p><b>(s) Election leave</b></p> <p><b>Standing for election to Federal or State Parliament</b></p>	<p>Nomination as Candidate for Federal or State Government.</p>	<p>Unpaid leave not exceeding the election period.</p>
<p><b>(t) Sporting leave</b></p> <p><b>For participating in or officiating at sporting events.</b></p>	<p>Participation as a competitor or acting as an accredited official in a sporting event.</p>	<p>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.</p>
<p><b>(u) Leave to accompany spouse overseas</b></p> <p><b>For accompanying a spouse travelling on long service leave or for OSP or staff training</b></p>	<p>A spouse employed by the University</p>	<p>Unpaid leave for the period of travel subject to operational requirements, and up to 2 occasions only.</p>
<p><b>(v) Special Leave</b></p> <p><b>For any purpose approved at the discretion of the University.</b></p>		<p>Paid or unpaid leave for the duration of the circumstances.</p>