Explanatory Notes to the Monash Student Association Enterprise Agreement 2016 - 2020

PURPOSE

The purpose of this document is to explain the major changes which are proposed for the new Monash Student Association Enterprise Agreement 2016-2020 (the Agreement).

COVERAGE

There will be a change as to who is covered by the Agreement.

Currently the MSA Enterprise Agreement lists specific MSA departments that are excluded from the Agreement.

The new agreement will no longer list departments by name but by the industry that the specific departments work in.

The coverage of the new Agreement will now exclude:

a) MSA Executive Officer;

b) Hospitality staff;

c) Retail staff;

d) trainers, tutors and teachers engaged by the employer to teach courses offered by Monash Training and Professional Development (previously known as Monash Short Courses Centre); and

e) The Bikery staff

OPERATION OF THE AGREEMENT

Previous MSA Enterprise Agreements have had an expiry of three years. The new Agreement has been extended by 1 extra year so will be a 4 year Agreement.

The Agreement will have a formal start date of 1 July 2016 and the nominal expiry date for the replacement agreement will be 30 June 2020.

MAJOR PROPOSALS: COMMON TERMS AND CONDITIONS

CASUAL EMPLOYMENT (Clause 2.1.2)

A new casual conversion clause has been included to clearly outline the steps of conversion. Conversion is the process casual staff can use to request a change to a permanent position.

NOTICE PERIOD FOR RESIGNATION (Clause 2.3)

A new clause was included to outline the notice period for resignation according to years of service. This clause also allows for reduction in notice period for compassionate reasons, which cannot be unreasonably refused by MSA.

Employee's period of continuous service with Employer at the end of the day notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTICE PERIOD FOR MSA (Clause 2.4)

A new clause was included to outline the notice period MSA is required to give staff according to years of service for termination except for redundancy. Any staff member over the age of 45 must be given one extra week notice to that provided in the table below.

Employee's period of continuous service with Employer at the end of the day notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

VOLUNTARY REDUCED WORKING YEAR (Clause 2.5)

This clause has been modified to increase flexibility.

The 2013-2016 Agreement provided a 48/52nds arrangement, which enabled staff to apply for an additional 4 weeks of leave on top of their 4 weeks of annual leave; with a commensurate reduction in salary to offset the increase in annual leave. This enabled an additional four weeks leave per year by adjusting an employee's salary to 48 weeks paid over the full 52 weeks.

The new Agreement allows staff to apply to increase their annual leave entitlement by multiples of 2 weeks up to 8 weeks in total; with salary proportionally reduced to fund the increase in additional paid leave. All annual leave must be taken within the year the salary is reduced to enable the increase in annual leave. This is not available to staff with excessive leave balances.

MANAGEMENT OF CHANGE (Clause 2.9)

Changes to the order of clauses have been made to improve readability. The *management of change – consultation about initiating change* (2.9.1) and *negotiation about implementing change* (2.9.2) clauses have been reworded to include clearer directions that MSA must consult employees.

REDUNDANCY (Clause 2.10)

Changes to the order of the clauses have been made to improve readability.

Clause 2.10.2 – *notice period* – has been reworded to include clearer directions regarding the time period required for formal notice period of any redundancy.

Clause 2.10.2 is a new clause stating that any employee over the age of 45 who is given notice of redundancy must be provided an extra week on top of the required four weeks provided for other employees.

SALARY INCREASES (Clause 3.1)

The salary increases are listed in the table below.

Financial Year	Salary Increase
2016-2017	2.8%
2017-2018	3%
2018-2019	3.5%
2019-2020	3.5%

** Please note that the increase for the 2016-2017 financial year is inclusive of 1% CPI increase that staff have already received. Back pay for the 2016-2017 financial year will be the remaining 1.8%.*

SALARY PACKAGING

The salary packaging clause has been reworded and updated to update the items staff can salary package. It now refers staff to the package available to Monash University staff through the Monash University Enterprise Agreement (Academic and Professional Staff) 2014. This is a more comprehensive list than what was previously listed for MSA.

LEAVE ARRANGEMENTS

DEFINITIONS

Definition of child reworded to make clear child means under 16 years old.

Definition of family member amended to include children.

EXCHANGE OF ANNUAL LEAVE LOADING FOR EXTRA LEAVE (Clause 5.6)

This is a new clause offering staff the opportunity to trade their annual leave loading payment into an extra 3 ½ days of annual leave. Details this includes are:

- Extra days must be taken in year annual leave credited and leave loading payment forfeited.
- This must be requested in the January of the year the leave loading would be forfeited.
- To be eligible, staff members cannot have excessive annual leave or long service leave balances.

APPLICATION OF LONG SERVICE LEAVE (Clause 5.12)

New clause inserted detailing process for MSA requesting staff reduce any excessive long service leave balance, including:

- Excessive leave is measured as exceeding 136.5 calendar days (19.5 weeks).
- MSA can request, with 3 months' notice, a staff member to submit a leave proposal to reduce their excess long service leave balance.
- Staff should respond within two weeks of a request.
- If a staff member refuses to comply with the direction to submit a plan, MSA can roster a staff member on leave from 31st December of the year the notice was received
- Leave will only be for a period in which the long service leave balance is reduced to 136.5 calendar days (19.5 weeks)
- A plan for reduction of long service leave balance will not be required if a staff member notifies MSA that they intend to retire within 24 months. This notification is irrevocable.

MSA HOLIDAYS (Clause 4.15)

Public holidays not specified in the Agreement (such as the Friday before the AFL Grand Final) shall be recognised by MSA in the same manner as by Monash University.

INTELLECTUAL FREEDOM (Clause 8.6)

A new clause has been inserted. It outlines the requirement for both MSA and staff to "act in a manner consistent with the protection and promotion of intellectual freedom".

This clause reiterates staff member's right to participate in public debates in areas related to their areas of professional expertise, comment outside area of expertise as long as it is clear they are providing their own opinion and not speaking on behalf of the MSA and are express unpopular or controversial views. It does not give staff the right to harass, vilify, defame or intimidate.

JOINT WORKING GROUP (Clause 9)

The meeting procedures (clause 9.3) for the JWG have been modified to change the required amount of meetings per year from 5 to 2.

The first meeting must be held by the end of February, while the second meeting must be held no later than the end of August.

The JWG must convene for a meeting at any other time by request of any 2 members of the JWG.

APPENDIX 1 TO SCHEDULE A – CLASSIFCATION DESCRIPTORS

The classification descriptors now have definitions for the terms held within the descriptors. These include definitions regarding:

- Supervision;
- Qualifications;
- Training level;
- Level of supervision;
- Task level;
- Organisational knowledge;
- Judgement, independence and problem solving; and
- Typical activities

SCHEDULE C – ALLOWANCES AND REIMBURSEMENTS

Schedule C has been amended significantly to reflect the updated costs to reimbursements for costs involved in travelling for work related purposes. This section now refers to Australian Tax Office (ATO) guidelines and costs rather than MSA prescribed limits.

QUERIES

If you have any queries relating to this document please contact HR Coordinator Jennifer Gibson at jennifer.gibson@monash.edu or (03) 9905 3199.