

**MONASH STUDENT ASSOCIATION (CLAYTON) INC.  
ENTERPRISE AGREEMENT 2020**

**1. PART 1 -PRELIMINARY**

**1.1. Title**

This Agreement shall be referred to as the Monash Student Association (Clayton) Inc. Enterprise Agreement 2020.

**1.2. Arrangement of Agreement**

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### **1.3. Coverage**

- 1.3.1. This Agreement covers:
- a) all Employees of Monash Student Association (Clayton) Inc. (hereinafter referred to as “the employer” and “the MSA”) except the types of employees listed in subclause 1.3.2;
  - b) the employer in respect of those employees
- 1.3.2. This Agreement does not cover employees of the employer, or the employer in respect of those employees, who are:
- 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 Student Association Training and Professional Development; and
  - e) Bike shop staff
- 1.3.3. The National Tertiary Education Industry Union (hereinafter referred to as the NTEU) was a bargaining representative for this Agreement and intends to give the Fair Work Commission notice that it wants this Agreement to cover it.

### **1.4. Operation of Agreement**

- 1.4.1. This Agreement shall come into operation from the Operative Date and shall remain in force until 30 June 2024 (nominal expiry date).
- 1.4.2. The parties agree that three months prior to the expiration of this agreement, should either of the two parties feel it necessary, they will reopen negotiations with a view to negotiating a new agreement.

### **1.5. Continuation of Existing Conditions**

- 1.5.1. All conditions of employment currently enjoyed by employees shall continue to operate unless specifically varied by this Agreement, provided that no employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) and/or terms and conditions of employment in place immediately prior to this Agreement, by reason only of the coming into effect of this Agreement.
- 1.5.2. For the purposes of this Agreement, all prior service with Monash University or any other student association in a tertiary education environment shall count as service with the employer in accordance with clause 5.8.7.
- 1.5.3. Notwithstanding clause 1.5.2 above, the employer will not be liable for the payment of any entitlement under the terms of this Agreement where the employee has received payment for that entitlement from a previous employer.
- 1.5.4. An employee transferring from Monash University to the employer will do so at a salary no less than that which applied at Monash University. If necessary this may translate to the next highest increment as set out in Schedule A where the employer does not provide for an equivalent incremental step.

## 1.6. Definitions

For the purposes of this Agreement:

**Affirmed Gender** means an individual's gender self-identification, rather than the gender that was assumed based on the sex they were assigned at birth.

**Award** means the Higher Education Industry – General Staff – Award 2020

**Casual employee** shall mean an employee who is engaged and paid by the hour;

**Child (for the purposes of adoption leave)** shall mean 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 and who is, or will be, under 16 as at the day of placement, or expected day of placement, of the child;

**Continuing Employment** shall mean that the Letter of Engagement (Contract of Employment) contains a commencing date and no end date;

**Fixed Term Employee** shall mean a person employed either full time or part time pursuant to a written contract, which specifies the date the employee is to commence work and the date on which employment shall terminate. This mode of employment shall be limited to the categories of employment in clause 2.4;

**Days** shall mean working days;

**Domestic partner**, commonly referred to as de facto spouse, shall mean a person to whom the employee is not married but with whom the employee is in a relationship as a couple where one or each of them provides personal or financial commitment and support of a domestic nature for the material benefit of the other, irrespective of their genders and whether or not they are living in the same dwelling. It does not include a person who provides domestic support and personal care to the person for fee or reward or on behalf of another person or an organisation. It includes a former domestic partner;

**Employee** shall mean a person employed by Monash Student Association (Clayton) Inc.;

**Employer or Association** shall mean the Monash Student Association (Clayton) Inc.;

**Family member** shall mean either:

- a) a member of the staff member's genetic family such as children, parents, siblings, grandparents, aunts, uncles and cousins; or
- b) a member of the staff member's domestic partner's genetic family such as children, parents, siblings, grandparents, aunts, uncles and cousins; or
- c) a member of the staff member's or their spouse/domestic partner's family, including that of a former spouse/domestic partner; or
- d) a member of the staff member's household; or
- e) such other person that the staff member reasonably claims is a family member for this purpose

All of the above relationships may include those forms created by adoption, or arising from the prior or subsequent relationships with a common parent.

**Favouritism** shall mean the improper or corrupt favouring or advantaging of one employee or group of employees over others, without regard to merit;

**Full Time Employee** shall mean an employee who is employed to work the ordinary hours of duty prescribed in this Agreement;

**Gender** shall refer to a person's sense of being as male, female, or somewhere in between or neither.

**Gender affirmation** shall mean the process of adopting a gender that best defines the person regardless of their sex assigned at birth. This process may include social, medical, and/or legal transition and may be undertaken in any order over a short or long period of time.

**Holiday** shall mean any or all of the holidays specified in clause 5.17;

**JWG** shall mean the Joint Working Group, as defined in Part 9;

**Long term casual employee**, for the purpose of Part 5, shall mean a casual employee employed by MSA on a regular and systematic basis for a sequence of periods of at least 12 months who, but for the birth or placement of the child, or the taking of parental leave, has a reasonable expectation of continuing employment by MSA on a regular and systematic basis;

**Misconduct** shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory;

**Monash Student Council Executive** or **MSC Executive** shall mean the committee as defined in the Monash Student Association Constitution which addresses staffing issues;

**Overtime** shall mean time authorised to be worked by an employee in excess of, or outside of the ordinary hours of duty;

**PACCT Employees** shall mean Professional, Administrative, Clerical, Computing and Technical employees;

**Paid leave** shall mean leave at the ordinary rate of pay;

**Parental leave** shall include adoption leave, maternity leave, and spouse/domestic partner birth leave;

**Parties** shall include any organisation that is covered by the agreement and any employee whose work is covered by the agreement;

**Part-time employee** shall mean an employee, other than a casual employee, who is employed to work for ordinary hours of work, which are less than those prescribed by this Agreement for a full-time employee

**Pay (for the purposes of leave)** shall mean the staff member's ordinary rate of pay.

**Representative** shall mean a person nominated by an employee to undertake representation to MSA on their behalf which may include a union official;

**Senior Manager** shall mean the staff member responsible for a specific organisational area of MSA;

**Serious Misconduct** shall mean conduct that includes both of the following:

- a) wilful and/or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- b) conduct that causes serious and imminent risk to the health or safety of a person; or the reputation, viability or profitability of the employer's business.

This includes the employee, in the course of the employee's employment, engaging in:

- a) theft, fraud, or assault;
- b) the employee being intoxicated at work;
- c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment

***Serious and Wilful Misconduct*** shall mean:

- a) Behaviour that is intentional and which the staff member can be reasonably expected to know is unacceptable; and
- b) Behaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties; and/or
- c) Serious dereliction of the duties required of the staff member's position; and/or
- d) Conviction by a court of an offence which constitutes a serious impediment of the kind referred to in a) above.

***Spouse*** shall include spouse, domestic partner, former spouse and former domestic partner;

***Supervisor*** shall mean the person who is responsible for the day-to-day supervision of the employee;

***Theatre*** means Monash University Student Theatre;

***Transgender or Trans*** shall mean a person who identifies their gender as different to that assigned at birth.

A trans person might identify as male or female, or as non-binary (and relate to terms such as gender fluid, gender queer, bigender, etc.).

Some women might use terms such as trans woman or Male-to-Female (MtF) and some men might use terms such as trans man or Female-to-Male (FtM) to describe their lived experience.

Additionally, Aboriginal and Torres Strait Islander trans women might identify as Sistergirl, and Indigenous trans men as Brotherboy.

***Union*** shall mean the National Tertiary Education Industry Union.

## **2. PART 2 -TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1. Mode of Employment**

### **2.2. Casual Employment**

- 2.2.1. A casual employee shall work a maximum of twenty-five (25) hours per week. That amount may be exceeded in individual circumstances only with the agreement of the JWG. Provided that such employee may be engaged on a full-time basis during Orientation Week, or the annual Open Day, or for up to four (4) weeks to replace a permanent employee who is on leave.
- 2.2.2. A casual employee shall be paid for a minimum of three hours for each attendance whether or not the time for which the person is hired is less than three hours, unless the employee is a student of Monash University attending the campus for study in which case the minimum paid attendance time is one hour.
- 2.2.3. A casual employee shall be paid per hour the ordinary rate plus 25%.
- 2.2.4. A casual employee shall not be entitled to paid leave of any kind, other than long service leave and jury service leave as specified in Schedule B.
- 2.2.5. Casual staff are to be paid no later than one pay cycle after the work is undertaken where they have correctly submitted all necessary paperwork. A "pay cycle" may include the time required by the MSA or third party to process the paperwork, and will be advertised to casual staff appropriately.

### **2.3. Casual Conversion**

- 2.3.1. Casual employment shall be used only for short-term work of an ad hoc nature, or for regular but intermittent part-time work.
- 2.3.2. To be eligible to apply for conversion, a casual staff member must be employed on a regular basis in the same or a similar and identically classified position in the same department (or equivalent), either
  - a) Over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - b) Over the immediately preceding period of at least 24 months.
- 2.3.3. For the purposes of this clause occasional and short-term work performed by the casual staff member in another classification, job or department will not:
  - a) Affect the casual staff member's eligibility for conversion; or
  - b) Be included in determining whether the casual staff member meets or does not meet the eligibility requirements

- 2.3.4. MSA will consider an application for conversion from an eligible casual staff member. MSA may not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- a) The casual staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - b) The casual staff member is a genuine retiree;
  - c) The casual staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
  - d) The casual staff member has a primary occupation with MSA or elsewhere, either as a staff member or as a self-employed person;
  - e) The casual staff member does not meet the essential requirements of the position; or
  - f) The work is ad-hoc, intermittent, unpredictable or involve hours that are irregular.
- 2.3.5. MSA will determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If MSA rejects the application, it will provide written responses for rejecting it. If the application is accepted, the casual staff member will be offered a non-casual position.
- 2.3.6. Conversion may be to either a continuing appointment (Clause 2.5) or to a fixed-term appointment (clause 2.4) consistent of this Agreement. The offer of conversion will indicate the hours and pattern of work, which subject to due consideration of MSA's operational requirements and the desirability of offering the casual staff member work which is as regular and continuous as reasonably practicable, will be consistent with the staff member's casual engagement.
- 2.3.7. Casual staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlement except for Long Service Leave.
- 2.3.8. A casual staff member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
- a) That the rejection is solely based upon the grounds set out in 0c); and
  - b) That ground ceased to apply
- 2.3.9. A dispute arising from the application of the conversion clause will be dealt with in accordance with the dispute procedures set out in this Agreement
- 2.3.10. Upon appointment, a casual staff member's direct supervisor must inform the casual, that, after serving qualifying periods, a casual staff member may have a right to apply for conversion and a copy of the conversion provisions of this Agreement will be made available to such casual staff members.



## **2.4. Fixed Term Employment**

- 2.4.1. Clause 2.4 deals with conditions applying to fixed term employment. Where an inconsistency occurs between any other part of this Agreement and clause 2.4, then the other part of the Agreement will prevail to the extent of the inconsistency.
- 2.4.2. Fixed Term Employment means 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 instead 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 the employment will expire).
- 2.4.3. Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to consider in a decision to terminate the employment upon or before the expiry of the period of probation. Any second or subsequent fixed-term contract, with the same employer, must not contain a probationary period.
- 2.4.4. The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:
- a) Specific task or project means 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 will also include a period of employment provided for from identifiable funding external to the employer, 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.
  - b) Research means work activity by a person engaged on research only functions for a fixed term not exceeding five years.
  - c) Replacement employee means an employee:
    - (i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
    - (ii) performing the duties of:
      - a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
      - a position in which the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the employer for that vacant higher duties position. Until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.
  - d) Pre-retirement contract - Where a full-time or a part-time employee declares that it is their 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.

e) **Fixed-term employment subsidiary to studentship**

Where a person is enrolled as a student, fixed-term employment may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- (i) such fixed-term employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (ii) that an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship

**2.4.5. Incidents of fixed-term employment**

Without derogating from any entitlement under the employee's contract or under a provision of this Agreement applicable to the employee on account of the employee's continuous service, a fixed-term employee is entitled to benefits specified in this clause.

**2.4.6. Incremental advancement**

A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

**2.4.7. Notice of cessation or revocation of employment upon expiry of a fixed term contract**

2.4.7.1. The employer will provide to a fixed-term employee, written notice of the employer's intention to renew, or not to renew, employment with the employer upon the expiry of the contract. Such notice will be:

Period of continuous service	Period of notice
Not more than 1 year	at least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	at least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	at least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	at least 4 weeks, or the equivalent of a full pay period, whichever is the greater

2.4.7.2. In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

2.4.7.3. Where, because of circumstances relating to the provision of specific funding to support employment external to the employer and beyond its control, the employer is not reasonably able to give the notice required by this clause, it will be sufficient compliance with this clause if the employer:

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

2.4.8. Severance pay

2.4.8.1. A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the National Employment Standards (table below) as it would apply to a full-time employee engaged in an equivalent classification in the following circumstances:

- a) employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in clause 2.4.4a) or b) and the same or substantially similar duties are no longer required by the employer; or
- b) employee is employed on a fixed term contract to do work required for the circumstances described in clause 2.4.4a) or b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

2.4.8.2. Where the employer advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the employer may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

2.4.8.3. The employer, in a particular case, may make application to the Fair Work Commission to have the general severance payment or retrenchment benefit payment prescription varied if the employer obtains acceptable alternative employment for the employee.

Redundancy pay period		
	Employee's period of continuous service with the employer on termination	Redundancy Pay Period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years.	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

#### 2.4.9. Entitlements and calculation of continuous service

2.4.9.1. A fixed-term employee under this Agreement will be entitled to the same terms and conditions as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

2.4.9.2. For the purpose of this Agreement, breaks between fixed-term appointments of up to two times per year and of up to six weeks, will not constitute breaks in continuous service.

2.4.9.3. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

#### 2.4.10. Right of application for full-time or part-time employment

No employee employed on a fixed-term contract (other than an employee employed on a pre-retirement contract within the meaning of clause 2.4.4 will be prevented from making application to an employer to apply to change to full-time or part-time employment

### **2.5. Continuing Employment**

2.5.1. An appointment on a continuing employment basis may be full-time, fractional (part-time, which includes the Voluntary Reduced Working Year Arrangement as per Clause 2.8, and Job Share Arrangements as per Clause 2.9 below).

2.5.2. A part-time/fractional employee shall be paid pro-rata according to the number of hours worked based on the weekly rate prescribed by this Agreement for a full-time employee at the same classification.

2.5.3. Where an employee is entitled to paid leave in accordance with this agreement and the employee is employed on a part-time/fractional basis, the employee shall not by reason of being a part-time/fractional employee, be required to serve a longer period of service to qualify for any leave entitlements and shall be paid pro-rata for any such leave.

### **2.6. Probation**

A six-month probationary period will apply to all new employees appointed in continuing positions. The probation shall consist of:

- a) An induction process which incorporates the clarification of roles, responsibilities and employer expectations, to take place within the first two weeks of employment.
- b) Meetings between supervisor and employee shall be arranged, during the probationary period, as required by either the employer or employee, in order to provide an opportunity to inform the employee of performance or organisational issues and identify any reasonable training needs. There should be one month and three-month reviews
- c) An employee who successfully completed the probationary period in another position or a fixed term position in the service of the employer and who is subsequently appointed to another position will not be required to serve a further period of probation.

**2.7. Notice Periods**

2.7.1. All continuing or fixed-term staff are required to give notice of resignation. This notice will be in line with period of service with 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

2.7.2. MSA will not unreasonably refuse a shorter notice period for employees where compassionate reasons apply.

2.7.3. MSA is committed to providing support to all employees and will treat any request for a shorter notice period in a confidential manner and with respect to the employee’s personal circumstances.

2.7.4. MSA will not request unnecessary or onerous documentation supporting a request for a shorter notice period for compassionate reasons.

2.7.5. In the event that MSA is required to give notice of lawful termination of employment this notice will be in line with period of service with MSA. In addition to notice set out by this table, employees who are aged 45 years or more shall obtain a further 1-week notice.

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

2.7.6. This notice period does not include notice periods for redundancy which are outlined in clause 2.13.2

2.7.7. MSA can provide payment in lieu of notice in accordance with table provided in clause 2.7.5

**2.8. Voluntary Reduced Working Year**

2.8.1. A voluntary reduced working year arrangement is available upon application and approval to all continuing and fixed-term staff who wish to extend their leave options for personal and/or family responsibility reasons.

- 2.8.2. A staff member may apply to reduce their current working year by multiples of two weeks up to 8 weeks, with salary proportionately reduced to fund a corresponding increase in additional paid leave over a 52-week period.
- 2.8.3. This additional leave will not attract annual leave loading and must be taken during each 12-month period of the reduced working year arrangement. Such leave will be taken by application and be subject to prior approval, except where the staff member gives at least three months' written notice.
- 2.8.4. Operation of a voluntary reduced working year arrangement is subject to the following conditions:
- a) Staff with any excess annual leave balance as defined by clause 5.6 or long service leave balance as defined by Clause 5.13.9 are not eligible to participate or remain in the scheme
  - b) The term of the arrangement will be for a period of at least 12 months but may be varied by either MSA or the staff member with three months' notice on either side or with less written notice if agreed to by the MSA.
  - 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;
    - Staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.
  - d) Notwithstanding Part 5, 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.

## **2.9. Job Share**

The employer is willing to sympathetically consider requests from employees who wish to enter into job share arrangements. Such requests will be dealt with on a case by case basis by the nominated representative of the employer.

## **2.10. Changes to Rosters or Hours of Work**

2.10.1. Where MSA proposes to change a staff member's regular roster or ordinary hours of work, it must consult with the staff member or staff members affected and their representatives, if any, about the proposed change.

2.10.2. MSA must:

- a) provide to the staff member or staff members affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the staff member's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) invite the staff member or staff members affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) consider any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives

- 2.10.3. The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours.
- 2.10.4. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 2.10.5. An employee may be represented in the procedures under clause 2.7 by the union or by another representative.

## **2.11. Job Redesign**

- 2.11.1. When a position and duties are required to change significantly, agreed position descriptions are to be signed by the incumbent and the supervisor to indicate that the position is appropriately described at the time of preparation.
- 2.11.2. Positions will be evaluated in accordance with the classification arrangements of the employer. When agreement cannot be reached on the duties and responsibilities of a position, the dispute resolution procedures of the agreement may be invoked.
- 2.11.3. Employees will not incur any loss of salary or conditions as a result of job redesign.
- 2.11.4. The employer will provide the training and development opportunities necessary to enable employees to meet changed job requirements.

## **2.12. Management of Change**

### **2.12.1. Consultation about initiating change**

- 2.12.1.1. When the MSA proposes a major workplace change, including a change to work organisation, it must first consult with the Union and any representative of affected staff about the development of a change process and must also consult with its employees.
- 2.12.1.2. The Union and any representative of affected staff must be consulted about the establishment of any review process including the membership, terms of reference and consultation process to be employed by any review group that may be established.
- 2.12.1.3. The consultation process must ensure that the Joint Working Group is included in the process; all relevant employees are consulted and that employees are consulted and able to provide feedback about whether change should proceed.

### **2.12.2. Negotiation about implementing change**

- 2.12.2.1. If a decision is taken to proceed with a change proposal; MSA management must negotiate with the Union about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of employees and must also negotiate with its affected employees or their nominated representatives.
- 2.12.2.2. Such negotiations will include means of avoiding detrimental outcomes for affected employees and may involve an agreement related to relocation and/or retraining. Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in Clause 2.13 of this agreement.

2.12.2.3. In the event that an area of MSA responsibility is transferred to become a responsibility of the University or an associated Monash entity and staff are able to accompany this transfer of responsibility, staff who do not wish to transfer to the University or associated entity will be eligible for redundancy as prescribed in clause 2.13 of this agreement.

2.12.2.4. In the event of a major change to work organisation resulting in redundancy; MSA must comply with clause 2.13 of this agreement; and in cases of enforced redundancy, should substantially similar position be filled within 6 months, the redundee is to be offered the position.

### **2.12.3. Redeployment**

2.12.3.1. During at least two months following the date of advice to the Union of any change process that would likely lead to redundancies, the employer shall in consultation with the Union via the JWG:

- a) Examine options for retraining;
- b) Examine measures that could be taken to avoid retrenchment;
- c) Arrange counselling for the employee as required;
- d) Offer the employee redeployment to a suitable vacant position within the Association where such a position exists.

2.12.3.2. Where redeployment options are provided in lieu of severance, an employee shall have 2 weeks in which to indicate acceptance or rejection of the offers. No formal notification of redundancy can be made during this two-week period.

## **2.13. Redundancy**

### **2.13.1. Advice of Redundancy**

2.13.1.1. Where it appears to the employer that a situation of redundancy has occurred, or is likely to occur, affecting employees covered by this Agreement; MSA shall immediately advise the Union to this effect and forthwith convene a meeting of the JWG and provide all relevant details and reasons for redundancy to the employees concerned.

### **2.13.2. Notice Period**

2.13.2.1. Employees shall be given 4 weeks' formal advice of their position becoming redundant.

2.13.2.2. Employees over the age of 45 when provided with formal advice as described in clause 2.13.2.1 shall be provided an extra weeks' notice on top of the four weeks provided for in clause 2.13.2.1

2.13.2.3. An employee who has been given formal notice of redundancy shall be entitled to be retained as an employee for the notice period referred to in this clause.

2.13.2.4. An employee may elect to terminate before the expiry of the notice period, in which case they shall be paid a lump sum in lieu of the remainder of the notice in addition to the severance payments prescribed in clause 2.13.4 below.



### **2.13.3. Time Off Work During Period of Notice**

An employee who has received notice in accordance with clause 2.13.2 of this Agreement shall be granted reasonable leave of at least 1 days per week of the notice with full pay to investigate alternative job offers or to seek appropriate advice or counselling on early retirement.

### **2.13.4. Severance Payments**

Where an employee has received formal notice that their position has been made redundant and an offer of redeployment to a position of substantially similar or identical duties is not available the employee shall be paid the following standard severance entitlements (in addition to being given 4 weeks' notice of termination in accordance with clause 2.13.2):

- a) Pro-rata accrued annual leave entitlements plus 17.5% annual leave loading.
- b) A lump sum payment of six weeks' salary, plus four weeks' pay per year of service, pro rata to the completed month, provided that the total of the entitlements defined by 2.13.4b) shall not exceed a total of 48 weeks' pay.
- c) For staff with service extending beyond 10 years and 6 months and in recognition of that loyal service, an additional 1 week for each such year of service shall be provided.
- d) For staff who, at the date of ceasing employment, have attained the age of 40 years, an additional week shall be provided for each completed 5-year block of age from 40 onwards.
- e) Those employees with more than one year's continuous service shall be paid pro rata long service leave.

### **2.13.5. Exclusion of Certain Employment**

The provisions of this agreement pertaining to redundancy shall not apply to:

- a) casual employees; or
- b) the termination of persons engaged for a fixed term by the expiration of that term except as provided in 2.4.8.

### **2.13.6. Outplacement**

Following an employee receiving formal Notification of Redundancy issued by the employer, that employee will be entitled to use the services of an Outplacement Service (one agreed between the employee and the employer) which will be paid for by the employer up to \$2000, indexed in line with CPI and rounded up to the nearest \$100

## **2.14. Time Off in Lieu (TOIL) and Workloads**

2.14.1. An employee shall not be required to work in excess of or outside of the ordinary hours of duty

2.14.2. Employees shall be allocated a workload that is manageable within the ordinary hours of duty of the employee.

2.14.3. MSA will provide Time Off in Lieu of overtime (TOIL) where staff agree to work beyond their usual hours. TOIL will be accrued at the same rates as detailed in Part 4

2.14.4. TOIL must be approved by the Senior Manager in advance of it being worked.

2.14.5. Except under exceptional circumstances, with prior approval, no more than 25 hours TOIL may be accrued. If for some reason a staff member's TOIL exceeds 25 hours, that staff member must liaise with their manager to formulate a plan to utilise the excess TOIL.

- 2.14.6. TOIL accrued must be utilised within 6 months of it being worked. If for some reason TOIL has not been utilised within 6 months, staff must liaise with their manager to formulate a plan to utilise the overdue TOIL.
- 2.14.7. If staff and the Senior Manager cannot reach a mutually agreeable plan to utilise excess or overdue TOIL, or if workloads do not permit the TOIL to be taken within a timeframe agreeable to either party, the matter is to be referred to the JWG to investigate any potential workload issues.
- 2.14.8. The date of taking the accrued TOIL will be within six months of accrual and by mutual agreement between the staff member and manager. Unless otherwise agreed by the staff member the TOIL will be paid out to the staff member in the first full pay period after six-month period or on termination of employment (as relevant).
- 2.14.9. The nominated representative of the employer shall be responsible for monitoring the workloads of employees and shall deliberate on the allocation, distribution and equity of workload arrangements for employees.

## **2.15. Part-time Employees Working Overtime**

- 2.15.1. A part-time employee who is required to perform work which is outside or in excess of the employee's agreed starting or finishing time shall be granted time off in lieu (TOIL) calculated at the applicable overtime rates
- .
- 2.15.2. Where a part-time employee is required to work on a day which is additional to the agreed normal working days for that employee, the part-time employee shall be granted TOIL calculated in accordance with overtime rates as per Part 4. Where the work is performed on a public holiday or a holiday declared by the Vice Chancellor, the employee shall be granted TOIL calculated at the public holiday overtime rate of 250%.

## **2.16. Contracting Out**

- 2.16.1. There shall be no contracting out of work normally carried out by employees during the life of this agreement other than in accordance with this clause.
- 2.16.2. Should the employer propose to contract out work it shall consult with the Union prior to a contract being entered in to. The employer shall, to the extent permitted by law, facilitate the contract staff having access to the relevant Union.
- 2.16.3. The Employer shall only engage contractors and employees of contractors who apply wages and conditions that are no less favourable than that provided for in this Agreement, to do work that would be covered by this Agreement if it was performed by MSA Employees.

## **2.17. Child Care**

- 2.17.1. An employee responsible for the care of a child is permitted, after notifying their supervisor, to be able to bring the child to work, where this does not conflict with the performance of the employee or other employees.

2.17.2. Where an employee is required to work overtime and child care is a particular problem, this should be sufficient grounds for the employee not to work; otherwise the employer will reimburse the employee for child care costs.

### **2.17.3. Nursing Mother Arrangements**

2.17.3.1. Subject to Clause 2.17 above, and after consultation with the employer, an employee who is breast feeding an infant may be provided with access to the following:

- a) Flexible working arrangements e.g. longer lunch breaks on a 'needs basis'.
- b) Breast feeding breaks, without loss of pay, of up to one hour each day.
- c) Equipment, appropriate to the needs of the mother for expressing and storage of milk under hygienic and refrigerated conditions,

2.17.3.2. The work environment for an employee who is breast feeding an infant shall:

- a) Be clean and safe from hazardous wastes and chemicals.
- b) Be secure and within 'line of sight' for the mother to the child, unless other childcare arrangements have been agreed between the employer and the employee.
- c) Include a safe, secure and private area for the mother to express milk, and if the mother so requires, to breast-feed the child.

### **2.18. Equal Opportunity and Anti-Discrimination**

2.18.1. The employer is committed to equal opportunity in employment. This commitment is consistent with the principles of equity, fairness and conforms to the spirit and intent of the equal opportunity, antidiscrimination and affirmative action legislation.

2.18.2. The employer accepts its responsibility to create a work environment free from discrimination and to ensure that the principle of merit operates unhindered by criteria prescribed by this clause.

2.18.3. In accordance with relevant anti-discrimination legislation, the employer will not discriminate on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership & activity, national extraction or social origin and will work to help prevent and eliminate any such discrimination.

2.18.4. Nothing in this clause shall derogate from the right of an employee or the employer to pursue a matter of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

### **2.19. Occupational Health and Safety**

2.19.1. The MSA is committed to a consultative approach in the dissemination of information to do with, and the solution of, problems associated with occupational health and safety.

2.19.2. To this end, an MSA Occupational Health and Safety Committee shall be established by the employer, in accordance with Clause 2.19.3, to ensure that the Association is fulfilling its duties in relation to OH&S matters.

- 2.19.3. The MSA Occupational Health and Safety Committee shall comprise MSA staff trained and designated as University Floor Wardens or Safety Officers, elected staff representatives (elected by and for the employees at their discretion), and other staff members as required by the employer.
- 2.19.4. An MSA Occupational Health and Safety Officer shall be nominated from the MSA Occupational Health and Safety Committee, who shall be a Senior Manager where possible.
- 2.19.5. The MSA Occupational Health and Safety Officer shall be required to attend any meetings initiated by Monash University's OH&S area, and ensure that all outcomes are reported back to the employer and implemented throughout the Association.

## **2.20. Annual Classification Review**

- 2.20.1. A review of all nominated positions within the MSA shall commence if any of the following situations arise:
- a) a permanent position within the Association becomes vacant;
  - b) when an employee brings a particular position to the attention of their Senior Manager or HR Coordinator;
- 2.20.2. Positions to be reviewed shall include any position nominated by its occupant or supervisor because of their view that the role currently performed and relied upon by the MSA has an inaccurate duty statement and/or it is under-classified.
- 2.20.3. Such opportunity to review shall be provided annually thereafter.
- 2.20.4. Annual reviews for positions and position descriptions will be conducted by:
- a) The employee and supervisor during an employee's Performance Support Program (PSP) meeting; and
  - b) Review and processing of the outcome of the PSP meeting by the HR Coordinator
- 2.20.5. Any position identified in the annual review by either the employee, supervisor or HR Coordinator as having a potential for reclassification, must be forwarded to the Classifications Panel by the HR Coordinator in a timely fashion
- 2.20.6. Should the review of any position be successful, the date of effect for the new classification and attendant salary shall be no later than the date upon which the occupant provided documentation about the role, to support the nomination.
- 2.20.7. Where a staff member's salary changes due to reclassification, the date of effect of the change will become the date of effect for future incremental increases.
- 2.20.8. Any difficulty with implementing this provision, or any undue delays in its completion, may be referred to the Joint Working Group for consultation and resolution.

## **2.21. Indigenous Employment**

- 2.21.1. The MSA is committed to the objective of employment and development opportunities for Indigenous Australians, acknowledging that respect and consideration be given to the cultural, social, and religious systems practised by Indigenous Australians.

2.21.2. To that effect, Indigenous employment strategies shall be developed within the MSA Hiring Policy.

## **2.22. Inclusive Employment**

2.22.1. MSA remains committed to creating an inclusive work environment, as such will create policies and procedures to provide practical guidance on best practice for inclusivity.

## **2.23. Damage to Clothing**

Where an item of employee's clothing is damaged or destroyed in the course of the employee's employment, the employer will reimburse the employee for the cost of replacement with a similar item of clothing, upon provision of a receipt, and where the damage or replacement is valued at \$25 or more, a statutory declaration attesting to the cost and circumstances of the damage / replacement.

## **3. PART 3: WAGES AND ALLOWANCES**

### **3.1. Salary Increases**

3.1.1. The parties acknowledge the Consumer Price Index as notified by the Commonwealth Statistician (Australian) from twelve months after the 2019 salary increase was 0%. As such no increase from the commencement of the first full pay period on or after 1 July 2020 was applied under the previous agreement. There will be no salary increase for the 2020 to 2021 financial year.

3.1.2. The parties acknowledge CPI as notified by the Commonwealth Statistician for the 2020 to 2021 financial year was 3.7%. The CPI increase of 3.7% was applied from the first full pay on or after 1 July 2021 under the previous agreement

3.1.3. The increase is calculated upon the salary that applied immediately prior to the first full pay period on or after 1 July of the relevant year.

3.1.4. The parties agree that upon approval of this Agreement by the Fair Work Commission, an increase in salary of 2.37% will be payable from the first full pay period on or after 1 July 2022. If the Consumer Price Index as notified by the Commonwealth Statistician from the previous twelve months of the 2022 salary increase is applied is above 2.37%, MSA will ensure the increment matches the CPI figure.

3.1.5. The parties agree that upon approval of this Agreement by the Fair Work Commission, an increase in salary of 2.37% will be payable from the first full pay period on or after 1 July 2023. If the Consumer Price Index as notified by the Commonwealth Statistician from the previous twelve months of the 2023 increment is applied is above 2.37%, MSA will ensure the increment matches the CPI figure.

3.1.6. After the nominal expiry date of this Agreement and until such time as a replacement Enterprise Agreement has been approved the salary rates as quoted in Schedule A of this Agreement shall be increased in line with Consumer Price Index changes as notified by the Commonwealth Statistician from twelve months after the date the last increment is applied.

### **3.2. Increments**

3.2.1. The increments payable are set out in the salary scales in Schedule A.

3.2.2. Increments shall become due annually on the anniversary of appointment to the relevant position.

### **3.3. Occupational Superannuation**

#### **3.3.1. Employer-sponsored Contribution Plans**

Eligible employees may elect to join an employer-sponsored contribution plan within UniSuper if they are appointed on a time fraction of 0.5 or more, and hold either a permanent appointment or are appointed on a fixed term contract of 2 or more years or that would bring continuous employment to 2 or more years by virtue of this new contract.

#### **3.3.2. Contributions**

3.3.2.1. Employees contribute to UniSuper at the rate of 7% of salary by automatic salary deduction

3.3.2.2. Employees employed at SUE level 5 or below may elect to contribute to UniSuper at 3.5% of salary for a corresponding reduction in benefits.

3.3.2.3. The Employer contributes an amount of double the employee's contribution to UniSuper.

3.3.2.4. The Employer also contributes the Award amount of 3%.

#### **3.3.3. Non-Employer sponsored Plans**

All employees who are not eligible for or do not elect to join an employer sponsored plan are entitled to the relevant SGC level of employer contribution (9.5% as of 1 July 2014, and as per Government legislation should legislation increase upon this amount during the operation of this Agreement) to a superannuation fund of their choosing.

#### **3.3.4. Absence from Work**

3.3.4.1. Paid Leave Contributions shall continue whilst a member of the Fund is absent on all paid leave such as annual leave, long service leave, public holidays, jury service, personal leave and compassionate leave.

3.3.4.2. Unpaid Leave Contributions shall not be required to be made in respect of any absence from work without pay.

3.3.4.3. Work Related Injury or Sickness – In the event of an employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence, subject to the employee being in receipt of payments in accordance with workers compensation legislation.

### **3.4. Travel, Meal, Vehicle and Related Expenses and Allowances**

3.4.1. All employees who are required to travel on the employer's business in the Melbourne Metropolitan area, or between other tertiary institutions or as otherwise directed, shall be entitled to claim for public transport costs, or mileage costs (see Schedule B).

3.4.2. All employees required to travel intra or interstate shall be entitled to the following:

- a) The employer will pay or reimburse the employee for actual fares incurred. For interstate travel the employer will pay for economy class airfares.
- b) Where an employee is required to obtain overnight accommodation on official business, the employer will pay for the actual costs of appropriate accommodation.
- c) Meal expenses will be paid at the current rates identified in Schedule B.
- d) Incidental expenses to cover out of pocket expenses, paid at the current rates identified in Schedule B.

- 3.4.3. When an employee is required by the employer to travel, the employer will arrange to pay directly for substantial expenses such as interstate fares and accommodation.
- 3.4.4. Time spent by an employee travelling on the employer's business (including between campuses) shall count as time worked by the employee.
- 3.4.5. Where an employee is required to travel between campuses on the employer's business the employer shall, whenever possible provide the employee with a vehicle for such travel or may authorise the employee to use the employee's own vehicle for such travel
- 3.4.6. Any other unforeseen expenses incurred will be approved by the employer.

### **3.5. Salary Packaging**

- 3.5.1. Salary packaging arrangements shall be available to all continuing and fixed term employees, provided the fixed term contract is for a period of twelve months or more, except for clause 3.5.2. This arrangement is not available to casual and sessional employees.
- 3.5.2. Employees on fixed-term contracts for periods of twelve months or more can only access the novated lease option for the same time period as their fixed-term contract at MSA. The end date for the novated lease must be no later than the date provided on the fixed-term contract as the ending date for the fixed-term contract. There is no option to extend the lease period beyond the term of their original fixed-term period.
- 3.5.3. Notwithstanding the rates for various classifications as listed in Schedule A in this Agreement, the parties agree an employee will be able to enter into negotiation with respect to an individual remuneration package which may result in his or her cash salary being reduced in favour of a mix of benefits and cash salary.
- 3.5.4. An employee who negotiates an individual remuneration package shall be required to enter into an agreement with the employer that sets out the terms and conditions applying to the provision of salary and benefits package. Such terms and conditions shall include the following:
  - a) The superannuable salary for both rate of contribution and benefit purposes is calculated by reference to the appropriate salary and incremental point for the classification as contained in Schedule A of this Agreement; and
  - b) For periods of paid leave the employee retains the reduced salary and benefits; and
  - c) The salary for calculation of annual leave loading is the appropriate salary and incremental point for the classification as contained in Schedule A of this Agreement
- 3.5.5. The items which may be salary packaged are as determined by the salary package arrangements set out by Monash University in their current Monash University Enterprise Agreement (Academic and Professional Staff) 2019
- 3.5.6. The parties agree that if legislation or other changes result in increased cost of salary packaging to the employer, the employer may elect, at its discretion, to either discontinue salary packaging or offer the employee a new salary package where the employee meets the additional cost. Where the employee does not accept the new offer, the employer will elect to discontinue salary packaging.

- 3.5.7. Notwithstanding anything contained within this clause, the employee's salary rate as specified in Schedule A of this Agreement will be used as the figure in relation to which the following entitlements are calculated:
- a) termination payments, including superannuation, annual leave and long service leave entitlements;
  - b) calculation of redundancy benefits;
  - c) calculation of early retirement benefits; and
  - d) overtime payments
- 3.5.8. Each employee who enters into an agreement in accordance with the above provisions shall be entitled to renegotiate any salary and benefits package arising from such an agreement.
- 3.5.9. It is the employer's intention that where an employee who has participated in salary packaging for a period of 2 years or more, wishes to withdraw from the arrangement, the employer will agree to such withdrawal, subject to the withdrawal not contravening the taxation status of the scheme, for either the employer or the employee.
- 3.5.10. The employer shall advise all interested employees to seek their own independent financial advice prior to entering into salary packaging arrangements.
- 3.5.11. The employer will provide an opportunity for all employees to attend information sessions about the salary packaging arrangements.
- 3.5.12. In the event that salary packaging arrangements are provided to the employee by a third party, the employer shall exercise its best endeavours to avoid or minimise any loss suffered by the employee which the employer becomes aware of, or which may arise, as a result of the employee relying on general advice given by the third party or any loss suffered by the employee as a result of incorrect administration of the scheme by the third party.
- 3.5.13. Where the employer elects to vary the items, which may be offered generally to employees for inclusion in salary packaging arrangements, the employer and the Union will enter into expeditious consultation prior to such changes being implemented.

#### **4. PART 4: HOURS OF WORK, OVERTIME**

##### **4.1. Hours of Work**

- 4.1.1. The ordinary hours of duty of employees shall be determined by MSA in accordance with this clause.
- 4.1.2. The ordinary hours of duty for MSA employees shall be worked within the hours of 8.00am and 6.00pm Monday to Friday inclusive.
- 4.1.3. The ordinary hours of duty for employees in the Monash University Student Theatre (MUST) shall be worked within the hours of 7 am and 7pm Monday to Friday inclusive
- 4.1.4. The ordinary hours of duty will not exceed an average of 36.75 per week to be worked on one of the following bases:
- a) 36.75 hours within a work cycle not exceeding 7 consecutive days (one week);
  - b) 73.5 hours within a work cycle not exceeding 14 consecutive days (two weeks);
  - c) 110.25 hours within a work cycle not exceeding 21 consecutive days (three weeks); and
  - d) 147 hours within a work cycle not exceeding 28 consecutive days (four weeks).



4.1.5. The ordinary hours of work for part-time employees shall be fixed when an employee is engaged and may only be varied by mutual agreement between the employer and employee.

4.1.6. Specific working hours shall be determined in consultation with employees. By mutual agreement between the employer and employees' hours may be worked on a flexible basis (as outlined in clause 4.3 below).

#### **4.2. Rostered Day Off (RDO)**

4.2.1. A full-time employee may elect to extend their regular working hours by either starting 20 minutes earlier or finishing 20 minutes later each day in return for one RDO each month.

4.2.2. Such an arrangement must be agreed in writing between the employee and the employer and may only be varied by written agreement or on three months' notice.

#### **4.3. Flexible working arrangements**

4.3.1. An employee and a supervisor/manager may agree on a flexible working arrangement for the employee:

- a) to work no more than the number of work hours that may be worked over a work cycle as specified in clause 4.1.4 during the ordinary hours of duty specified in [MSA Clauses 4.1.2 (8am-6pm) and 4.1.3 (MUST 7am-7pm)]; or
- b) to work their ordinary hours on any or all days of the week, Monday to Friday between 8:00am and 8:00pm.

4.3.2. Any request by an employee to reach agreement under clause 4.3 may only be refused by MSA on reasonable business grounds.

4.3.3. Where MSA and the employee agree on a flexible working arrangement in accordance with clause 4.4.1:

- a) the flexible working arrangement will be in writing; and
- b) the ordinary hours specified in the flexible working arrangement will be taken to be the ordinary hours of the employee for all purposes in this agreement

4.3.4. Except in the case where an employee has reached agreement with MSA in accordance with clauses 4.3 no employee will be required to work between 6:00pm and 8:00am without payment of overtime rates of pay.

#### **4.4. Meal Breaks**

4.4.1. An employee shall not be required to work more than 5 consecutive hours without a break for a meal.

4.4.2. A meal break shall be of at least 30 minutes but not more than one hour.

4.4.3. Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

#### **4.5. Overtime and Meal Allowance**

- 4.5.1. All authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 4.1 shall be overtime and shall be calculated in accordance with this clause for the purposes of Time Off in Lieu (TOIL) as detailed in clause 2.14.
- 4.5.2. Generally, overtime worked will accrue Time Off in Lieu of payment, however in circumstances deemed appropriate by the employer, overtime worked in accordance with clause 4.5 may be paid, rather than accrue TOIL.
- 4.5.3. Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside of the fixed hours.
- 4.5.4. Where daily ordinary hours of duty are flexible the total hours worked in a work cycle as defined in clause 4.1.4 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.
- 4.5.5. Any period, of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.
- 4.5.6. Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.
- 4.5.7. Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 4.5.8. An employee in receipt of a salary in excess of that prescribed for the top sub-division of SUE 7 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.
- 4.5.9. The salary of an employee for the purposes of computation of overtime shall not include the casual loading prescribed by clause 2.2.3 but shall include higher duties allowance and any other allowance in the nature of salary.
- 4.5.10. Subject to clause 4.5.12 the following rates shall apply in respect of overtime:
  - a) for overtime worked Monday to Saturday inclusive – ordinary rate plus 50% for the first 3 hours and ordinary rate plus 100% thereafter; and
  - b) for overtime worked on Sunday – ordinary rate plus 100%
- 4.5.11. An employee in receipt of a salary not exceeding that prescribed for the top sub-division of SUE 7 may, by mutual agreement reached prior to overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as is prescribed in clause 4.5.10 for payment for overtime worked.
- 4.5.12. An employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of 3 hours payment in respect of that overtime notwithstanding the period of duty may be less than 3 hours.

4.5.13. Where more than one overtime attendance is involved the 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.

**4.5.14. Rest relief after overtime**

4.5.14.1. An employee required to work so much overtime that there is not break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.

4.5.14.2. An employee required by a Student Union to resume or continue work without having had at least 10 consecutive hours plus reasonable travelling time off duty shall be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.

4.5.14.3. For the purpose of this clause "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the employee to the Student Union and back.

**4.5.15. Meal breaks with overtime**

4.5.15.1. An employee required to continue work for more than two (2) hours after the normal finishing time shall, in addition to the payment or TOIL for overtime to which the employee is entitled, be provided with a meal allowance as provided in Schedule B.

4.5.15.2. Any employee required to work on a Saturday, Sunday or any Public Holiday for more than four (4) hours shall, in addition to the payment or TOIL for overtime to which the employee is entitled, be provided with meal allowance as stated in Schedule B.

4.5.15.3. Where such overtime continues for more than four (4) hours after the first meal allowance becomes payable, an additional meal allowance as stated in Schedule B shall be paid after each four-hour period of overtime worked.

4.5.15.4. Clauses 4.5.15.1 – 4.5.15.3 shall not apply when the employee is attending the employer's functions where meals are provided.

4.5.15.5. Except as otherwise provided by this Agreement, the provisions of the award regarding meal allowances shall apply.

**4.6. Individual Flexibility Arrangements under the Fair Work Act**

4.6.1. This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009 (Cth) (the "Act").

- 4.6.2. A staff member and the MSA may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which may deal with the following matters:
- a) Voluntary Reduced Working Year – clause 2.8; and
  - b) Hours of Work – clause 4.1
- 4.6.3. The MSA will ensure that:
- a) the arrangement meets the genuine needs of the MSA and staff member in relation to the matter/s mentioned in clause 4.6.2; and
  - b) the arrangement is genuinely agreed to by the MSA and staff member
  - c) agreement to a flexibility arrangement may not be a precondition for reclassification, promotion or employment
  - d) the staff member is advised they are entitled to have a representative negotiate a flexibility arrangement on the staff member's behalf, providing that the arrangement does not require the approval or consent of another person as specified in section 203(5) of the Act.
  - e) the staff member and their representative (if any) must have at least three (3) working days to consider the proposal if initiated by the MSA.
- 4.6.4. The MSA 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 they would be if no arrangement was made
- 4.6.5. The MSA will ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the MSA and the staff member; and
  - c) is signed by the MSA and the 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 the 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
    - iv) states the day on which the arrangement commences
- 4.6.6. The MSA will ensure that it gives the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to and will keep the agreement as a time and wages record which will be an adjunct to the MSA's other established record keeping processes.
- 4.6.7. The MSA will ensure that any individual flexibility arrangement agreed to under this clause must be able to be terminated by either the MSA or the staff member:
- a) giving not more than 28 days written notice to the other party to the arrangement; or
  - b) at any time, if they agree in writing to the termination

- 4.6.8. The right to make an individual flexibility arrangement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual staff member contained in any other term of this Agreement.

## **5. PART 5 -STATUTORY HOLIDAYS, LEAVE, ETC**

### **5.1. General Conditions**

- 5.1.1. For the purposes of this Part all applications for leave must be accompanied by relevant documentary evidence that would satisfy a reasonable person that the staff member is entitled to the leave requested.
- 5.1.2. Full-time and part-time staff members are entitled to paid and unpaid leave in accordance with this clause.
- 5.1.3. Casual employees are entitled to paid jury service and paid long service leave in accordance with this clause provided that the employee has had continuous employment with MSA and there has been no more than a three-month absence between two periods of employment. Casual employees are entitled to unpaid leave in accordance with this clause, where indicated, and in accordance with the National Employment Standards.

### **5.2. Leave to Count as Service**

- 5.2.1. The following periods will count as service for leave entitlements and accruals and for severance, termination and resignation purposes:
- a) Any period of paid leave, including long service leave taken on half pay;
  - b) 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);
  - c) Paid parental leave;
  - d) 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);
  - e) Time worked on WorkCover rehabilitation with the MSA after the expiry of make-up pay

### **5.3. Annual Leave**

- 5.3.1. MSA full time employees will be provided with twenty paid working days for each year of continuous service, accruing progressively throughout the year. MSA part time employees will be provided annual leave on a pro rata basis.
- 5.3.2. 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.
- 5.3.3. If agreement cannot be reached on the time of taking of leave, the staff member may appeal to the Senior Manager for final resolution. If said Senior Manager is the staff member's supervisor, the staff member may appeal to the MSA President.

- 5.3.4. Where a staff member ceases employment with the MSA 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.
- 5.3.5. 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.

#### **5.4. Annual Leave Loading**

- 5.4.1. Full-time and part-time employees shall be entitled on a payday preceding January 1, to an annual leave loading equal to 17.5% of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics *Male Total Average Weekly Earnings (Australia)* for the August quarter preceding the date of accrual.
- 5.4.2. Employees eligible for this payment whose employment commences after January 1 in any year will be entitled on the pay day preceding the date of accrual to an annual leave loading for the number of completed months of continuous service in that year, calculated on a pro-rata basis.
- 5.4.3. Employees eligible for this payment whose employment ceases prior to December 31 in any year will be entitled to payment of an annual leave loading for the number of completed months of continuous service in that year calculated on a pro-rata basis.
- 5.4.4. Employees who are employed on a part-time basis shall receive payment for the annual leave loading on a pro-rata basis.

#### **5.5. Exchange of Annual Leave Loading for Extra Leave**

- 5.5.1. 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 calendar year in which the additional leave is credited. These three and a half extra days' leave will be taken in accordance with normal MSA leave processes, but are non-cumulative and must be taken prior to 31 December in any given calendar year.
- 5.5.2. Staff with any excessive annual leave as defined in Clause 5.6 or long service leave credits as defined in Clause 5.13.9 are not eligible to participate in clause 5.5.
- 5.5.3. Exit from the scheme is open only in January each year.

#### **5.6. Excessive Annual Leave Credits**

- 5.6.1. An employee may retain Annual Leave Credits to a total of 40 days leave.
- 5.6.2. If an employee has a leave credit which exceeds 40 days, the employer and the employee may seek to confer with the other and genuinely try to reach agreement on a written plan for reducing the leave within the following 6 months so that the total credit standing in the name of the employee will not be more than 30 days at the end of the aforementioned period of 6 months.

5.6.3. If the employer has genuinely tried to reach agreement under 5.6.2 but agreement is not reached, the employer may, after 3 months' notice, direct the employee to take annual leave at a time convenient to the employer to the degree necessary to reduce the employee's annual leave credit to not less than 20 days

## **5.7. Cashing out of Annual Leave**

5.7.1. Where an employee has more than 40 days of accumulated Annual Leave, MSA and the employee may agree in writing to the cashing out of a particular amount of accrued annual leave. This agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 20 days.

5.7.2. Leave cannot be cashed out on more than one occasion in any 12-month period.

5.7.3. The employee will be paid the full base amount that would have been payable had they taken the leave at the time the payment is made.

## **5.8. Personal Leave**

5.8.1. Personal leave will be credited to full time employees and part time employees on a pro rata basis according to the following:

- a) For continuing appointments, on commencement of appointment credited with 30 days of personal leave and a further 15 days for each year of service after initial service of 24 months;
- b) For fixed-term appointments of 24 months or more, the same as for continuing appointments;
- c) For fixed-term appointments of less than 24 months, on commencement of appointment credited with 30 days pro rata of 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;
- d) Casual employees may access unpaid personal leave.

5.8.2. Personal leave can be taken if the employees is unable to perform their duties due to:

- a) An illness or injury; or
- b) The staff member is required to provide care or support to a member of their immediate family or household because of an injury, illness; or
- c) An unexpected emergency.

5.8.3. All personal leave will be cumulative if not taken.

5.8.4. If a staff member has exhausted their entitlement to paid personal leave, or is engaged as a casual, the staff member may take a period of up to two days of unpaid carer's leave for each occasion where a member of their immediate family or household requires care or support because of illness, injury or unexpected emergency.

5.8.5. For absences in excess of either three consecutive work days (including weekends and public holidays) or six aggregate days in any working year, a staff member shall provide appropriate evidence of incapacity to work or of the need for treatment, or in the case of a member of the employee's immediate family or household, the need for care or support, from a Qualified Health Practitioner or by statutory declaration, for the date/s in question.

- 5.8.6. 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.
- 5.8.7. Personal leave credits with employers recognised by the MSA for long service leave prior service purposes (see clause 5.13) will be transferable up to a maximum of 30 days. Where a staff member was previously employed by Monash University or another Student Union and returns to continuing or fixed-term employment with the MSA within a period of 12 months or less, any unused personal leave from the staff member's previous employment with said Student Union or Monash University will be recredited to the staff member.

## **5.9. Respite Leave**

- 5.9.1. Where a staff member has an accrued and unused entitlement to paid Personal Leave they may elect to use one day of personal leave per semester (to a maximum of two year) as respite leave. The staff member does not need to be unable to perform their duties, nor required to provide care or support to an immediate family member or member of the household.
- 5.9.2. A day taken as respite leave will be deducted from an employee's accrued personal leave entitlement.
- 5.9.3. Respite leave is a non-cumulative entitlement and cannot be carried forward from semester to semester or from year to year.
- 5.9.4. Despite anything else in this agreement, part-time employees will be entitled to the same amount of respite leave as full-time employees.
- 5.9.5. The employee must give the employer notice prior to the absence of the intention to take leave.
- 5.9.6. Respite leave cannot be taken consecutively with any other type of paid leave (for example, personal leave, special personal leave, annual leave, long service leave, parental leave, etc.) or a public holiday on which an employee is not required to work.
- 5.9.7. A day taken as respite leave will not count towards the aggregation of personal leave that an employee takes in a working year for the purposes of clause 5.8.2.

## **5.10. Special Personal Leave**

- 5.10.1. Special personal leave will be available for staff members who have exhausted their accrued paid personal leave entitlement.
- 5.10.2. Full-time employees will be eligible for up to an extra 5 days paid leave and will be calculated on a pro rata basis for part-time employees.
- 5.10.3. Special personal leave is a non-cumulative entitlement.



- 5.10.4. An employee must provide appropriate evidence of incapacity to work or of the need for treatment, or in the case of a member of the employee's immediate family or household, the need for care or support, from a qualified health practitioner [or by statutory declaration,] covering the date/s on which special personal leave is taken.
- 5.10.5. An employee must, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone or email of such absence at the first opportunity on the day of absence.

### **5.11. Compassionate Leave**

- 5.11.1. A continuous or fixed-term member of staff eligible for Compassionate Leave will have three days paid leave for each occasion.
- 5.11.2. Compassionate Leave is defined as having a family or household member, or any other person approved by MSA, who:
- a) has died,
  - b) contracted or developed a personal illness that poses a serious threat to their life, or
  - c) sustains a personal injury that poses a serious threat to their life
- 5.11.3. Additional paid leave may be granted due to special circumstances at the discretion of MSA
- 5.11.4. Casual employees will be provided the same provision on an unpaid basis

### **5.12. Family and Domestic Violence Leave**

- 5.12.1. MSA recognises that employees sometimes face situations of family or domestic violence or abuse in their personal life perpetrated by a family member either during relationship or after separation.
- 5.12.2. MSA is committed to providing support to employees that experience family or domestic violence and will treat all such matters with confidentiality.
- 5.12.3. An employee is entitled to paid leave for up to 5 days paid leave per year non-cumulative in the event of family or domestic violence without need for supporting documentation.
- 5.12.4. Casual employees are entitled to up to 5 days unpaid family and domestic violence leave.
- 5.12.5. Personal leave can be used by employees experiencing family or domestic violence to attend to medical appointments and other activities related to family violence once they have exhausted their Domestic Violence Leave provisions.
- 5.12.6. If the employee has exhausted their personal leave then at the discretion of MSA management they may utilise their special personal leave or special leave entitlements.
- 5.12.7. Court Appearance Leave may be used for legal proceedings related to family violence.

5.12.8. An employee may be required to produce suitable evidence that family or domestic violence has occurred such as a document issued by the police service, a court, a doctor, a district nurse, a lawyer or in a statutory declaration to access the additional leave provisions in 5.12.6.

5.12.9. An employee who supports a person experiencing family or domestic violence may take Personal Leave to accompany them to Court, to hospital or to mind children.

### **5.13. Long Service Leave**

5.13.1. If a continuous or fixed-term member of staff has at least seven (7) years of recognised continuous service, they will accrue 9.1 paid weeks of Long Service Leave pro rata for the period of service and at a rate of 1.3 weeks pro rata for every additional year thereafter.

5.13.2. Paid long service leave will also apply to casual employees who have attained 7 years of continuous service.

5.13.3. Where service is not continuous and any break in service does not exceed 12 months, the staff member's recognised service will be the aggregate of their period of service; including any prior recognised service.

5.13.4. A staff member will be entitled to have service with previous employers as listed in clause 5.13.6 recognised as prior service for long service leave purposes where:

- a) The staff member makes a claim for recognition of that prior service within six months of their appointment; and
- b) there is no break in service with a recognised prior service employer of more than 12 months

5.13.5. Where the staff member does claim recognition of prior service for long service leave purposes, MSA 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 MSA may require that the staff member complete up to three years' service with MSA before long service leave may be taken.

5.13.6. Subject to clause 5.13.1, 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 Institute's student associations
- (b) Monash University
- (c) Other employers by negotiation between the staff member and the MSA at the time of the staff member's appointment.

5.13.7. 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 for 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 10 years be served before long service leave may be taken.

- 5.13.8. 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.
- 5.13.9. MSA may on at least three months' written notice direct a staff member to reduce their long service leave balance if it exceeds 136.5 calendar days (19.5 weeks). A staff member must submit a leave proposal to the Executive Officer 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 their long service leave balance to 19.5 weeks. These provisions will not apply where a staff member notifies the MSA that they intend to retire within 24 months, such notification being irrevocable by the staff member, unless otherwise agreed by MSA.
- 5.13.10. A staff member may apply for leave on full pay or 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.
- 5.13.11. 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 MSA is terminated in the following circumstance:
- a) At the initiative of the staff member or the MSA:
    - i) after 7 years' service, including recognised service with another employer; or
    - ii) after four years' service on the grounds of retirement due to age or ill health, or death
  - b) At the initiative of the MSA after four or more years of service on the grounds of ill-health.

## **5.14. Parental Leave**

### **5.14.1. Entitlement to parental leave**

5.14.1.1. Staff members engaged on a full-time or part-time basis are entitled to parental leave as specified in this clause.

5.14.1.2. Where parental leave is due to adoption or intended parents due to surrogacy the employee has the equivalent to the all parental leave options according to the staff member's length of continuous service and with "date of placement" substituted for "date of delivery" and "date of birth."

### **5.14.2. Entitlement to Parental Leave (casual Employees)**

5.14.2.1. In accordance with the Act, a Casual Employee is entitled to up to 52 weeks of unpaid parental leave where the employee has been employed by MSA on a regular and systematic basis for a period of greater than 12 months and would have had a reasonable expectation of reemployment by MSA if not for the birth or placement of the child.

### **5.14.3. Paid Primary Carer's Leave**

5.14.3.1. A Fixed Term or Continuing Employee is entitled to Paid Primary Carer's Leave in accordance with this clause if during the Relevant Period:

- a) the employee is pregnant and has commenced parental leave; or
- b) the employee provides satisfactory evidence that the employee is the Primary Carer of a child

### **5.14.4. Notice of parental leave**

5.14.4.1. A staff member is required to give at least six weeks' written notice prior to commencing paid parental leave or ten weeks' notice of intention to commence unpaid parental leave. If that is not practicable, then the notice must be given as soon as practicable. The notice must specify the intended start and end dates of the leave.

5.14.4.2. At least four weeks before the intended start date of the leave, the staff member must confirm the intended start and end dates or advise of any changes to those dates, unless it is not practicable to do so.

5.14.4.3. Employees are required to provide evidence of the expected date of birth or placement when providing notice of parental leave.

### **5.14.5. Commencement of Paid Primary Carers Leave**

5.14.5.1. Paid Primary Carers Leave commences:

- a) on the date of placement of the adopted child in the case of adoption leave;
- b) up to 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

### **5.14.6. Direction to Take Leave**

5.14.6.1. MSA may, subject to the Act, require a pregnant employee to commence parental leave at any time within the 6 weeks prior to the expected date of birth of the child.

### **5.14.7. Continuous Period of Leave**

5.14.7.1. Unless otherwise agreed with the MSA, all parental leave other than adoption-related concurrent leave and birth-related concurrent leave must be taken as a continuous period.

5.14.7.2. For the avoidance of doubt, any leave at 60% pay shared between spouses under clause 5.14.12 of this Agreement must also be taken as a continuous period.

### **5.14.8. Extending period of unpaid Primary Carers Leave**

5.14.8.1. A staff member who has completed at least 12 months' continuous service with the MSA 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' Primary Carers Leave, may request an additional 12 months' unpaid Primary Carers Leave, to commence immediately following the end of the available Primary Carers Leave period. The request must be in writing and must be given to the MSA at least four weeks before the end of the available Primary Carers Leave period. The MSA will provide a response to the staff member within 21 days of the request being made.

5.14.8.2. A staff member who has completed at least 12 months' continuous service with the MSA 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' Primary Carers Leave, will only be entitled to a maximum period of 12 months' unpaid parental leave.

#### **5.14.9. Return to Work After Parental Leave**

5.14.9.1. 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.

5.14.9.2. A staff member who has completed at least 12 months' continuous service with the MSA 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 2.8, or a reduced fraction for a specified period of time.

5.14.9.3. The request must be in writing and must set out the details of the change sought and the reasons for the change.

5.14.9.4. The MSA will provide a response to the staff member within 21 days of the request being made.

5.14.9.5. The Return to Work provisions operates in addition to, and does not take away from, any rights a staff member may have under Division 4 (Requests for flexible working arrangements) of the National Employment Standards.

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

- a) the staff member's average fraction for the 12-month period immediately preceding commencement of that subsequent period of Paid Primary Carers Leave; or,
- b) the staff member's average fraction for the period since their last return from Paid Primary Carers Leave, whichever is the lesser period.

#### **5.14.10. Return-to-Work Conversion Options**

5.14.10.1. A staff member with an entitlement to parental leave at 60% pay and who intends to return to work before exhausting their entitlement to leave at 60% pay is entitled to one of the following conversion options upon their return to work:

- a) Return to work on a reduced fraction (subject to the agreement of the MSA) 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 parental leave and remains on a reduced fraction; or
- b) Payment of the cash value of the unexpired portion of their 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.

5.14.10.2. 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 52 weeks 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 MSA will have no liability to make any payment in lieu for such entitlement foregone.

**5.14.11.Nomination of Return-to-Work Conversion Option**

5.14.11.1. 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 their spouse pursuant to clause 5.14.10 may subsequently change their election on at least 14 days' written notice prior to their return to work from parental leave, and the MSA may charge the staff member an administration fee to cover any costs incurred as a consequence.

**5.14.12.Transfer of Leave at 60% Pay Entitlement**

5.14.12.1. A staff member may transfer the remainder of their leave at 60% pay entitlement to their spouse, provided that if the spouse receives the leave at 60% pay entitlement as a return-to-work conversion option and they have not reduced their 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, if they:

- a) have an entitlement to parental leave at 60% pay;
- b) are succeeded by their spouse as the child's primary caregiver; and
- c) have a spouse who is employed by the MSA

**5.14.13.Return to Work Obligation**

5.14.13.1. A staff member (and/or their spouse pursuant to clause 5.14.10 will enter into a deed with the MSA 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 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 their return to work, including a return to work under a return-to-work conversion option.

5.14.13.2. In the event that the staff member resigns or is dismissed and they have failed to fully discharge their return to work obligation, the staff member will be required to pay the MSA restitution for the shortfall.

- 5.14.13.3. 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.
- 5.14.13.4. To the extent permitted by law, any balance outstanding will be deducted from any entitlements otherwise due to the staff member upon termination of employment.
- 5.14.13.5. The Deed will make it clear that a staff member may elect to extend his/her period of parental leave in accordance with clause 5.14.8.
- 5.14.13.6. A decision by a staff member to extend their period of parental leave does not absolve the staff member of their obligations under the Deed. However, the fulfilment of those obligations may be delayed until the staff member returns to work.
- 5.14.13.7. A staff member's entitlement to paid parental leave ends when the staff member:
- a) returns to work following parental leave;
  - b) ceases as the adopted child's primary caregiver following the date of placement;
  - c) ceases to accept responsibility for the ongoing care of the child in the case of spouse/domestic partner birth leave; and/or
  - d) ceases as the child's primary caregiver during parental leave and at least 14 weeks have expired from the date of delivery or her entitlement to parental leave at 100% pay has been exhausted, whichever is the earlier
- 5.14.13.8. A staff member's entitlement to unpaid parental leave ends when the staff member:
- a) returns to work following parental leave; or
  - b) ceases to have responsibility for the care of the child and the employer has given the staff member written notice in accordance with Section 78 of the Fair Work Act (2009) requiring the staff member to return to work on a specified day.
- 5.14.13.9. A staff member will have no parental leave entitlements beyond the date of termination of their employment with the MSA.

**5.14.14. Termination or Still Birth**

- 5.14.14.1. 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 parental leave at 100% pay entitlement that would otherwise have applied, or the remaining balance thereof; and
  - b) unpaid leave
- 5.14.14.2. 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.
- 5.14.14.3. A staff member on unpaid parental leave who has an accrued personal leave entitlement and is 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 parental leave, provided she submits a medical certificate or statutory declaration in support.

5.14.14.4. Clause 5.14.1 operates in addition to, and does not take away from, any rights a staff member may have to parental leave under the National Employment Standards, including any rights to unpaid special maternity leave, paid no safe job leave and unpaid no safe job leave.

**5.15. Paid and Unpaid Partner Leave**

5.15.1. A Fixed Term or Continuing Employee who has or will have responsibility for the care of a child but is not the Primary Carer of the child is entitled to 10 days of paid leave, which may be taken at any time within 6 months of the date of birth or placement of the child. The entitlement to leave is subject to the submission of any evidence that may reasonably be requested by MSA.

5.15.2. A further six weeks unpaid leave may be taken within the same time period as clause above.

5.15.3. Paid and Unpaid Partner Leave may be taken in separate periods but each period must be no shorter than two weeks, unless MSA otherwise agrees.

**5.15.4. Paid Primary Carers Leave payments**

**5.15.4.1. Paid Primary Carers Leave**

Level of Continuous Service	Payment terms
At least 24 months	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.
12-24 months	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
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

**5.15.4.2. Non-Primary Carers Leave**

Level of Continuous Service	Payment terms
At least 12 months	Ten paid days leave and 6 weeks unpaid leave may be taken within the period commencing one week prior to the expected date of birth of the child and concluding not later than 12 months after the birth.  Can be taken concurrently with the staff member's spouse/partner's period of Primary Carers Leave.  Concurrent leave may be taken in separate periods but each period must not be shorter than 2 weeks, unless MSA agrees otherwise.
Casual	8 weeks unpaid leave may be taken from the date of birth of the child and ending not later than 12 months after the date of birth.  Can be taken concurrently with the staff member's spouse/partner's period of Primary Carers Leave.  Concurrent leave may be taken in separate periods but each period must not be shorter than 2 weeks, unless MSA agrees otherwise.



#### 5.15.4.3. Adoption Related Leave

Unpaid Pre-Adoption Leave	Two days of unpaid pre-adoption leave to attend interviews or examinations (no entitlement where the employee could take some other form of leave and the employer so directs)
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### 5.16. Surrogacy Leave

#### 5.16.1. Entitlement to Leave

5.16.1.1. An Employee (excluding a Casual Employee) who has completed at least three months paid Continuous Service, who enters into a formal surrogacy arrangement on or after 1 July 2020, which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic), as the surrogate, is entitled to access six weeks paid leave

#### 5.16.2. Continuing to work while pregnant

5.16.2.1. A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.

5.16.2.2. An Employee who fails to provide a requested medical certificate within seven days or provides one which states they are unfit for work may be required to commence surrogacy leave.

#### 5.16.3. Transfer to safe job

5.16.3.1. If an Employee provides a medical certificate stating they are fit for work but it is inadvisable for the Employee to continue in their present duties because of risks or illness, the Employee is entitled to be transferred to an appropriate safe job that has the same, or other agreed ordinary hours of work with no other changes to the Employee's terms and conditions.

5.16.3.2. If no appropriate safe job is available the Employee is entitled to take paid or unpaid (if not eligible for parental leave) 'No Safe Job Leave'.

#### 5.16.4. Commencement of Surrogacy Leave

5.16.4.1. An Employee who is pregnant as a result of acting as a surrogate may commence paid Surrogacy Leave at any time within 6 weeks prior to the expected date of birth of the Child. Otherwise the period of parental leave must commence no later than the date of birth of the Child, unless agreed with the Employer.

5.16.4.2. Unless otherwise agreed, any entitlement to paid surrogacy leave will be paid from the date of commencement of Surrogacy Leave.

#### 5.16.5. Surrogacy Leave and other entitlements

5.16.5.1. An Employee may access, in conjunction with Surrogacy Leave, any other paid or unpaid entitlements available under this Agreement with the approval of the Employer.

**5.16.5.2. Personal/Carer's Leave**

5.16.5.3. A pregnant Employee, not then on Surrogacy Leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with this Agreement.

**5.16.6. Special Surrogacy Leave**

5.16.6.1. Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with this Agreement.
- b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under this clause

**5.16.7. Public holidays during a period of paid surrogacy leave**

5.16.7.1. Where a Public Holiday occurs during a period of paid surrogacy leave, the Public Holiday is not to be regarded as part of the paid surrogacy leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid surrogacy leave.

**5.16.8. Notice and Evidentiary Requirements**

5.16.8.1. An Employee must provide 10 weeks' written notice to the Employer of their intention to take Surrogacy Leave. The notification should include a Statutory Declaration which specifies:

- a) the intended start and end dates of the leave, and
- b) if known, any other leave the Employee seeks approval to take in conjunction with their Surrogacy Leave, and
- c) for the period of surrogacy leave the Employee will not engage in any conduct inconsistent with their contract of employment.

5.16.8.2. The Employer may also require the Employee to provide documentary evidence confirming:

- a) the expected date of birth of the Child, and
- b) the formal surrogacy arrangement, which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic).

5.16.8.3. The Employee must confirm these details at least 4 weeks prior to the commencement of the proposed period of Surrogacy leave.

**5.16.9. Parental Leave During Holidays**

5.16.9.1. 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 one and two-thirds days' holidays in lieu for each day.

5.16.9.2. 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 closed down period.

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

## **5.17. MSA Holidays**

5.17.1. Employees 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 and Boxing Day, or such other days, as the MSA President may declare.

5.17.2. Labour Day, Queen's Birthday, and Melbourne Cup Day are normal working days for all staff but applications for annual leave on any of those days by any staff member will ordinarily be approved.

5.17.3. Public holidays not listed in clauses 5.17.1 and 5.17.2 and any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday shall be observed as public holidays in accordance with Monash University procedures.

5.17.4. An employee shall be entitled to additional paid leave of five days to be taken in the first week of January following the Christmas closedown. If an employee is unable to take this time due to work requirements as specified within their position description, the employer will ensure that such leave is taken at a mutually agreeable alternative time.

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

## **5.18. Gender Affirmation Leave and other matters**

5.18.1. MSA celebrates diversity and is committed to the promotion of equity and inclusion. MSA will support staff affirm their gender (transitioning) in the workplace in a safe, positive and inclusive manner.

### **5.18.2. Gender Affirmation Leave**

5.18.2.1. A Staff Member who is transitioning from one gender to another (or otherwise defining their gender) is entitled to 30 days' paid leave for purposes incidental to that transition.

5.18.2.2. The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to the transition, or any other similar activity related to the Staff Member's transition.

5.18.2.3. For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the Staff Member.

5.18.2.4. If the Staff Member has used all of their paid leave under this clause the Staff Member may apply for further paid and unpaid leave options as appropriate. Such leave will not be unreasonably refused.

5.18.2.5. Applications for leave will be dealt with confidentially and sensitively, and should be made to the relevant supervisor who will be trained on how to manage applications for leave and other matters sensitively.

### **5.18.3. Other related matters**

5.18.3.1. In addition to the above, MSA will support Staff Members who are transitioning by:

- a. Updating gender, title and email records promptly (noting that MSA may require evidence such as statement from registered medical practitioner or psychologist, official document such as passport, birth certificate, gender recognition certificate or similar);
- b. Providing a new ID card, where requested;
- c. Communicating with the Staff Member's manager and colleagues, where requested by the Staff Member;
- d. Providing access to flexible working arrangements;
- e. Providing access to counselling services;
- f. Providing gender transition/affirmation awareness training, with agreement of the Staff Member;
- g. Respecting the right of the Staff Member's privacy by not disclosing any information about the Staff Member's affirmation or transition without their consent;

5.18.3.2. MSA will not tolerate discrimination based on gender identity.

### **5.19. Notifiable Infectious Disease**

5.19.1. An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, shall be granted isolation leave on full pay for the period that the employee is required to be absent and shall not have such leave deducted from personal leave credits.

5.19.2. Where an employee is required by the Victorian Department of Health to remain in isolation and is unable to work from home for the duration of isolation, will be granted isolation leave on full pay for the period that the employee is required to be absent and shall not have such leave deducted from personal leave credits.

### **5.20. Application of Other Leave**

5.20.1. If required for jury service whilst on annual leave or long service leave, no deduction will be made from a staff member's annual or long service leave credits for any jury service attendance. This is inclusive of continuous, fixed-term and casual employees.

5.20.2. A continuous or fixed-term employee who is absent on account of illness due to war service disabilities certified by the Department of Veteran Affairs can take up to fifteen days during each year of service, cumulative to up to 100 days and shall not have such leave deducted from their personal leave credits.

5.20.3. A continuous or fixed-term employee will be provided with paid leave for the period required if the matter is directly related to their employment or is subpoenaed to appear as a crown witness. Court appearance leave may also apply to continuous or fixed-term employees who are required to attend court for a family or domestic violence matter regarding themselves or a member of their immediate family. Unpaid leave will be provided for any other matter.

- 5.20.4. A continuous or fixed-term employee who responds on a voluntary basis to an appeal (or is reasonably expected appeal) from a recognised emergency management body do deal with an emergency or natural disaster may take Community Service Leave. This leave will be granted on full pay for the duration of their participation in the emergency activity, with an additional one-day recovery leave on completion. Casual employees will be eligible for unpaid leave for the same period.
- 5.20.5. A continuous or full-time employee who is a registered blood donor will be provided with paid leave for the period required to donate blood.
- 5.20.6. Professional Study Leave will be available to continuous and fixed-term employees who hold a fractional appointment above 0.5 and is enrolled in a course of study relevant to MSA and the staff member. This leave will be up to four paid hours per week. This leave is for the attendance at an approved course of study, including examinations.
- 5.20.7. Religious Leave is unpaid leave of up to three days in a calendar year and is available for any member of staff observing a religious occasion.
- 5.20.8. Ceremonial Leave of up to five pays paid leave and a further 10 days of unpaid leave in any calendar year is available to continuous and fixed-term members of staff who identify as and are accepted as a member of the Aboriginal and Torres Strait Islander community. This leave is for the preparation for and attendance to community organisation business and relevant cultural duties and celebrations. Approval of this form of leave must be completed at least 14 days prior to leave being taken.
- 5.20.9. Election Leave is unpaid leave which will not exceed the relevant election. Should additional leave be required, such leave may be approved by MSA on a Without Pay basis, provided that at the request of the staff member, MSA shall approve access to Annual leave and/or TOIL. This leave provision is available to any member of staff who is standing as a candidate for election to:
- a) Federal Parliament
  - b) State parliament
  - c) Municipal Council
  - d) Student Representative Positions associated with either:
    - i) Monash University; or
    - ii) An elected office associated with MSA
  - e) Any business or other organisation with which MSA is an owner or partner
  - f) Any other election subject to the approval of the nominated representatives of MSA credits for this purpose prior to the period of election
- 5.20.10. Sporting Leave is paid leave of up to four weeks leave available to continuous or fixed-term members of staff who are participating as a competitor or officiating as an accredited official at either the Olympics or Commonwealth Games. Unpaid leave is available for any other formal sporting event. Approval of this form of leave must be completed at least 14 days prior to leave being taken.
- 5.20.11. Special Leave is approved at the discretion of MSA. It can be either paid or unpaid leave for the duration of the circumstance.

5.20.12. During a period of voluntary unpaid leave including for proceedings in the Fair Work Commission, participation in sporting events and standing for elections, the staff member has no access to MSA holidays.

### **5.21. Christmas/New Year Closedown Arrangements**

5.21.1. The period of each Christmas/New Year closedown will comprise Christmas Day, Boxing Day, New Year's Day, the further five days to be declared by the Monash University Vice-Chancellor, and the additional five days, as specified in 5.17.4.

5.21.2. The five days declared by the Vice-Chancellor will be the days falling between Christmas Day and New Year's Day (excluding any Saturday or Sunday or public holiday). In the event that there is a shortfall of such days available between Christmas Day and New Year's Day, the day(s) (excluding any Saturday or Sunday or public holiday) immediately before Christmas Day and/or immediately following New Year's Day will be declared for the remainder.

5.21.3. Unless required to work by the MSA, staff will be absent from duty for the duration of the Christmas/New Year closed own period, including the additional five days leave in January, as per clause 5.17.4.

5.21.4. Work performed by a permanent staff member on any of the five days declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day will be paid the applicable holiday penalty rate as provided at clause 4.4.

5.21.5. Staff who work Labour Day, Queen's Birthday, and/or Melbourne Cup Day (other than casual professional and Teaching Associate staff) will accrue paid time off at the rate of one and two-thirds days for each day worked. Such paid time off will be used to cover the absence from duty of a staff member during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day. Provided that a staff member who leaves the employ of the MSA prior to the commencement of the closed own period will receive payment in lieu at the rate of one and one-third days' pay for each one and two-thirds days of accrued time off.

5.21.6. 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 five days of the closed own 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 MSA. In the event that the staff member has insufficient annual leave to cover the shortfall and annual leave in advance is not granted under clause 5.3.1, the staff member will be granted leave without pay to cover the remainder of the shortfall.

### **5.22. Workers' Compensation and Make-up Pay**

5.22.1. An employee shall be entitled to make-up payments for any absence for which they are entitled to compensation in the form of weekly payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 for up to an aggregate maximum period of 52 weeks. Such make-up entitlements shall be the difference between the ordinary fortnightly salary which would have been payable to the employee had the absence not occurred and the compensation payments for the period of absence.

5.22.2. If an employee is granted personal leave for an injury and is subsequently absent under an accepted Workers' Compensation claim for the same period or part thereof on account of the same injury, there shall thereupon be restored to the credit of the employee personal leave equal to the value of the personal leave taken pursuant to this clause.

5.22.3. The employer shall not terminate the employment of an employee who has been granted compensation pursuant to this clause within the first 12 months of such compensation, except where such termination is due to serious and wilful misconduct on the part of the employee.

### **5.23. Occupational Welfare**

5.23.1. Where, in the opinion of the employer and/or the employee:

- a) stress, including personal or relationship problems;
- b) health concerns
- c) alcohol and/or
- d) compulsory gambling

is adversely affecting the employee's work performance, either party may request that the employee make application for leave with pay or without pay to undertake an approved rehabilitation program.

5.23.2. In determining whether leave is to be granted, the employer may consider the amount of accrued leave available to the employee.

5.23.3. Where leave has been granted, failure to undertake such an approved rehabilitation or counselling program may result in the employer seeking recourse to relevant provisions of this agreement as an alternative remedy to the situation

## **6. PART 6 – PERFORMANCE SUPPORT PROGRAM**

**6.1.** The MSA Performance Support Program (PSP) is an appraisal process which allows employees and managers to formally interact and to set, review and ascertain progress in achieving organisational goals and objectives. Additionally, this feedback forum allows all MSA staff to determine clear expectations and resource allocation for additional training or competency enhancement.

**6.2.** The PSP follows these basic reasons for being conducted annually:

- a) To ensure that the work that staff do as an MSA employee aligns with the objectives, goals and the strategic plan of MSA as an organisation;
- b) To ensure that all staff are given clear guidelines around what is expected of them in their role;
- c) To provide a mechanism for feedback from staff regarding workplace issues;
- d) To provide an opportunity for managers and supervisors to set goals and standards;
- e) To identify areas where staff may need assistance in achieving goals or objectives;
- f) To allow for the recognition of good performance;
- g) To provide staff with the opportunity to identify career development goals and training options; and
- h) To create a workplace culture where staff feel valued and are given the opportunity to develop skills.

- 6.3. Given the nature of this process and the fact that it relates to the MSA strategic planning process, there should be opportunities for some areas to engage in this process more than once a year.

## **7. PART 7 -TRAINING**

- 7.1. The employer or an employee may propose training consistent with the organisational job requirements. Such a proposal will be considered in the light of organisational budgetary allowances.
- 7.2. Where it is agreed that training pursuant to clause 7.1 should be undertaken by an employee:
- a) That training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave;
  - b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in libraries) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress, where the course is being undertaken at the initiative of the employee;
  - c) Reasonable travel costs incurred by an employee undertaking training which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer
- 7.3. An employee who undertakes approved training outside of the ordinary working hours of the employee shall accrue time off in lieu at the rates specified in this Agreement.
- 7.4. MSA shall provide guidance to all staff on how to apply for training. This shall be in the form of a policy which is distributed and accessible to all staff. This policy should at a minimum detail how an employee is able to request training, how training requests shall be approved and the minimum expected timeline for approval of requests.

## **8. PART 8 – POLICIES AND PROCEDURES**

- 8.1. MSA is committed to providing its employees and membership with a workplace in which all people are treated with respect, dignity, honesty and integrity and are treated fairly. We believe in valuing each and every person through creating a supportive environment in which to work.
- 8.2. As such MSA has policies and procedures which describe the kind of workplace we aspire to build together.
- 8.3. Policies and procedures of MSA will be regularly reviewed to ensure they remain current with relevant workplace practices and legislation.
- 8.4. The list of policies may change during the life of this agreement.
- 8.5. MSA will ensure MSA policies are available to all employees and keep them aware of any changes made to policies and procedures.



## **8.6. Intellectual Freedom**

- 8.6.1. Without derogating from or limiting the employment obligations of staff, including the obligations to comply with reasonable and lawful directions and requests, the parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom.
- 8.6.2. Intellectual freedom includes:
- a) The rights of staff to:
    - i. Participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the institution within which they work or higher education issues more generally;
    - ii. Make other comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the MSA;
    - iii. Express unpopular or controversial views, but this does not mean the right to harass, vilify or defame or intimidate;
  - b) The rights of staff to pursue critical and open inquiry;
  - c) The right of all staff to participate in professional and representative bodies, including unions, and engage in appropriate community service;
  - d) The rights of all staff to express opinions about the operations of the MSA and higher education policy more generally.
- 8.6.3. The MSA will encourage staff to actively participate in the operation of the MSA and in the communities it serves.

## **9. PART 9 -JOINT WORKING GROUP**

### **9.1. Purpose**

- 9.1.1. Where possible, MSA and the Union prefer to work together constructively to address issues that arise in the workplace. To this end, the Joint Working Group (JWG) may examine, discuss and recommend on any issue affecting employees that it deems appropriate, including but not limited to:
- a) Monitoring and coordination of the implementation of this agreement
  - b) OHS (although JWG consideration of an OHS matter will not be a substitute for the matter being considered and addressed as appropriate in accordance with MSA's OHS procedures and its obligations under OHS laws)
  - c) Systemic issues (that is, lessons learnt) identified in the course of resolving a dispute
  - d) MSA structure, restructures and redundancy (see, also clause 2.13)
  - e) Workload and staffing levels (see also clause 2.14)
  - f) Annual Classification Review (see also clause 2.20)
  - g) Staff training (see also Section 7)
  - h) Protection of employee entitlements (see also clause 11.2)

### **9.2. Composition**

- 9.2.1. The JWG shall be composed of two nominees of the employer (being one member of the Executive and one Manager) and two nominees of the Union, at least one of whom shall be an employee.

9.2.2. It is the intention of the parties that, where practicable, JWG members will not participate in JWG meetings, other business, or any other procedures where there is a conflict of interest in a matter being considered by the JWG.

### **9.3. Meeting Procedure**

9.3.1. The JWG shall meet at least 2 times each year.

9.3.2. The first meeting of the JWG in each calendar year shall be no later than the end of February and the second meeting should be held no later than the end of August.

9.3.3. The JWG shall also meet at any other time by a request of any two members of the Group.

9.3.4. At the first meeting of each year, the JWG shall agree on its operating procedures for the year, with reference to clause 9.1. Such procedures shall include, but are not limited to: the keeping and circulation of minutes, the setting of agendas, and modes of communication.

### **9.4. Confidentiality of Employees' Personal Information**

9.4.1. JWG members will respect and maintain the confidentiality of any personal information received or discussed by them in the course of their participation in the JWG.

9.4.2. JWG members will not receive or discuss personal information about individual employees that they would not otherwise have access to in the proper performance of their roles with MSA unless the employee consents or it is necessary for the JWG members to receive or discuss the information to consider matters before the JWG.

### **9.5. Annual Dissemination of Employee Data**

9.5.1. In order to discharge its representation responsibilities, the Joint Working Group shall, on request, be provided with the following information on an annual basis:

- (i) Overtime payments and TOIL accrual data for each employee;
- (ii) Changes to the number of full-time equivalent positions;
- (iii) Accrual of annual leave entitlements of employees;
- (iv) Records of sick leave taken and incident reports recorded;
- (v) Any other information determined relevant by the designated NTEU representative.

9.5.2. All attempts shall be made to prevent the identification of individual employees.

## **10. PART 10 -DISCIPLINARY AND DISPUTE SETTLING PROCEDURES**

### **10.1. Disciplinary Procedures**

#### **10.1.1. Principles**

These disciplinary procedures apply to MSA Inc. staff and have been developed in accordance with the following principles of fair dealing:

- a) All issues are investigated thoroughly and justly;
- b) The standards of behaviour and performance required are clear to all parties by documentation or interviews;
- c) Except in cases where suspension is warranted, employees have been counselled and given every reasonable opportunity to improve their behaviour or performance;

- d) If, in spite of all reasonable efforts by the employer and in the case of seconded staff, the university, the employee has failed to meet the required standards then termination of employment might occur;
- e) The employee may have representation at any level of the disciplinary procedures.
- f) In the event of any anomalies, the employer and the Union will agree to an alternative disciplinary process.
- g) Where an employee's supervisor is also their Senior Manager, the appointed delegate of the Monash Student Council Executive will replace the relevant Senior Manager for the purpose of this clause 10.

#### **10.1.2. Alternative Procedure -In Camera Process**

- 10.1.2.1. As an alternative to these procedures, other than section 10.1.4, an employee may choose to have a disciplinary matter heard and determined in camera by the appointed delegate of MSC Executive where the procedures are instigated by staff of the Association
- 10.1.2.2. An employee who elects to have the matter heard by the process outlined in 10.1.2 shall have the right to be assisted by their representative

#### **10.1.3. Conditions Leading to Disciplinary Action**

- a) Continued unsatisfactory performance of the duties of the position held; or
- b) Negligence in the performance of the duties of the position held; or
- c) Misbehaviour (which shall include favouritism) or the failure to comply with a reasonable instruction of a person in the appropriate reporting line of the employee; or
- d) Breach of the employer's or the university's policies, regulations or procedures; or
- e) Serious misconduct or serious and wilful misconduct, in which case, subject to section 10.1.1, the procedures in section 10.1.9 shall be followed in the first instance

#### **10.1.4. Informal Action**

- 10.1.4.1. During this phase, the supervisor and employee shall attempt to resolve the difficulties through a counselling process including cooperation, constructive criticism, setting of appropriate performance/behaviour standards and assistance with specific training and development programs where appropriate. The supervisor shall not instigate informal action without first consulting the Senior Manager.
- 10.1.4.2. The employee shall be informed of the possible implications of continued unsatisfactory behaviour or performance, shall be advised that they are being counselled under these procedures and shall be given an opportunity to respond to the allegations.
- 10.1.4.3. The supervisor shall record relevant events and dates in a file or diary. Copies of all relevant contents of such file or diary shall be available to the employee upon request.
- 10.1.4.4. In the event that the matter is resolved satisfactorily within this phase, the records on the file or diary shall be destroyed after a one-year period.
- 10.1.4.5. If the matter is resolved satisfactorily, it shall not be used in any future disciplinary matter against the employee.

#### 10.1.5. **Formal action**

- 10.1.5.1. Where a matter has not been resolved during the informal stage then formal action shall be initiated by a warning in writing from the supervisor.
- 10.1.5.2. The written warning shall be conveyed to the employee at an interview between the supervisor, who may be assisted by a nominee of the Senior Manager or a delegate of MSC Executive where the supervisor is the Senior Manager, and the employee, who may be assisted by a representative.
- 10.1.5.3. The written warning shall include clarification of the required performance/behaviour standards and where these standards are not being met. It shall also propose a time-frame for monitoring progress against the standards.
- 10.1.5.4. A copy of this clause shall be given to the employee.
- 10.1.5.5. No written warning may be issued to an employee without first consulting the Senior Manager, and the MSA President.
- 10.1.5.6. At this interview, the reasons for the dissatisfaction as set out in the warning shall be explained. The employee shall be told that, if the matter is not resolved within the time-frame set out in the written warning, a second warning may follow.
- 10.1.5.7. The employee shall be given an opportunity to respond at the interview or within an agreed time period.
- 10.1.5.8. A jointly signed statement acknowledging receipt of the warning and any agreement reached at the interview shall be placed on the employee's file. The signing of the statement shall serve only as an acknowledgment of receipt of the warning and that the interview occurred.
- 10.1.5.9. If the employee refuses to sign the statement, the supervisor shall complete the statement and provide a copy to the employee in the presence of a witness.
- 10.1.5.10. At the end of the time-frame set in section 10.1.5.1, a second interview involving the same people (or where those people are unable to act, their organisational equivalents) as in the first interview shall be conducted. At this interview the supervisor shall inform the employee that:
  - a) The matter is resolved and that no further action will be taken. A statement to this effect endorsed by the supervisor and employee shall be placed on the employee's file; or
  - b) Substantial improvement has occurred, but not to the standard required. An extension, which shall be no longer than the time-frame set in clause 10.1.5.1 may be granted at this meeting. A statement to this effect which shall be regarded as a second warning shall be issued at the conclusion of this interview; or
  - c) No substantial improvement has occurred.

#### 10.1.6. Investigation by the Employer

- 10.1.6.1. If no substantial improvement has occurred, or after a further review period, the supervisor shall refer the matter to the Senior Manager in writing for further action. Where the supervisor is the Senior Manager, the matter will be referred to MSC Executive, who will appoint a delegate.
- 10.1.6.2. The Senior Manager or delegate of MSC Executive may conduct an investigation during which the employee shall be given the opportunity to be heard and/or submit a written statement. The Senior Manager or delegate of MSC Executive shall consult with the Senior Manager, and the MSA President
- 10.1.6.3. At the conclusion of the investigation, the Senior Manager or delegate of MSC Executive shall prepare a report including findings of fact on the balance of probabilities, conclusions reached on the evidence provided, reasons in support and a recommendation to the Executive which shall include one or more of the following courses of action:
  - a) that the matter be further investigated;
  - b) that no action be taken;
  - c) that the matter be dismissed;
  - d) that the employee be transferred to another position in the Association, and paid salary appropriate to that position;
  - e) that the employee be reprimanded;
  - f) that the employee's salary increment be withheld for up to one year;
  - g) that the employee's employment with the Association be terminated, or for seconded University staff, that their secondment be terminated
- 10.1.6.4. A copy of the Senior Manager's or delegate of MSC Executive report and any other accompanying material shall also be given to the employee, who may respond to the recommendation in writing to the MSC Executive within 5 working days.
- 10.1.6.5. A copy of the report and any other accompanying material shall also be given to the Senior Manager and the MSA President.
- 10.1.6.6. On receipt of the report and, where applicable, a written response from the employee, the MSC Executive shall consult with the Senior Manager, and make a decision on disciplinary action which shall be conveyed to all parties.
- 10.1.6.7. On receipt of the MSC Executive's decision, the employee may lodge an appeal to the Monash Student Association Disciplinary Appeals Committee as prescribed in clause 10.1.7.1. Any appeal is required to be lodged in writing within 5 working days of the date of the MSC Executive's letter conveying the decision.
- 10.1.6.8. The decision of the MSC Executive shall not be implemented until after any appeal lodged is completed.

#### **10.1.7. Monash Student Association Disciplinary Appeals Committee**

10.1.7.1. There shall be a Monash Student Association Disciplinary Appeals Committee with the following membership:

- a) an independent chairperson agreed between the MSC Executive and the NTEU;
- b) a representative of the employee: or where the employee is a member, a nominee of the NTEU if the employee so chooses
- c) a student nominee of the Executive of the Monash Student Association

10.1.7.2. An employee may appeal to the Monash Student Association Disciplinary Appeals Committee which shall meet in camera against a penalty imposed by the MSC Executive pursuant to section 0 on the following grounds:

- a) that the penalty is too harsh, and/or
- b) that the conclusions reached on the evidence considered were wrong, and/or
- c) that a miscarriage of process had occurred

10.1.7.3. The employee shall be informed in writing of the time and date of the appeal. There shall be a minimum of 5 working days' notice. The employee shall also be provided with all relevant documents. The employee concerned and their representative shall be entitled to present written and/or oral evidence. Witnesses may be called by either party. The employee and/or their representative shall be present during the submission of all evidence, and shall have an opportunity to respond to that evidence.

10.1.7.4. The Monash Student Association Disciplinary Appeals Committee shall determine one of the following courses of action:

- a) to uphold the decision of the MSC Executive;
- b) that the matter be dismissed;
- c) that the decision of the MSC Executive was correct except that a lesser penalty shall be imposed;
- d) that there has been a miscarriage of process in which case the matter shall be referred to management for consideration under these procedures in accordance with any directions given by the Committee

#### **10.1.8. Lapse of Proceedings**

In the event that an employee resigns, or, that the matters which are the subject of these procedures are resolved or withdrawn, disciplinary proceedings initiated shall lapse.

#### **10.1.9. Provisions to deal with Serious Misconduct and Serious and Wilful Misconduct**

In the case of an allegation of serious misconduct or serious and wilful misconduct:

10.1.9.1. The MSC Executive may summarily suspend for a defined period of time an employee for behaviour considered by the MSC Executive to be of sufficient seriousness as to warrant summary action. Any such action shall only occur pursuant to the following procedures:

- a) suspension shall be on full pay;
- b) written notification of suspension, including the grounds for suspension to be given to the employee and the Senior Manager within one working day of the suspension;
- c) a suspended employee shall not have access to their workplace except with the knowledge and approval of the MSC Executive, and then only for the purpose of preparing any case under this clause

- 10.1.9.2. The MSC Executive shall initiate an inquiry during which the employee shall be given the opportunity to be heard and/or submit a written statement.
- 10.1.9.3. At the conclusion of the inquiry, the MSC Executive may in consultation with the Senior Manager, decide on action to be taken which shall be one of the following:
- a) that no disciplinary action be taken and the employee be reinstated to his/her position;
  - b) that the employee be transferred to another position in the Association, and paid a salary appropriate to that position;
  - c) that the employee be reprimanded;
  - d) that the employee's salary increment be withheld for up to one year;
  - e) that the employee's employment with the Association be terminated (MSA staff)
- 10.1.9.4. Formal notice of that decision shall be given to the employee within 2 working days.
- 10.1.9.5. On receipt of the MSC Executive's decision, the employee may lodge an appeal to the MSA Disciplinary Appeals Committee as prescribed in section 0. Any appeal is required to be lodged within 5 working days of the date of the MSC Executive's letter conveying the decision.
- 10.1.9.6. The decision of the MSC Executive shall not be implemented until after any appeal lodged is completed.

#### 10.1.10. Summary Dismissal

- 10.1.10.1. Notwithstanding the provisions of clause 10.1, the employment of any staff member may be terminated without notice by the MSA President for serious and wilful misconduct.
- 10.1.10.2. A statement of reasons for such dismissal will be supplied within five working days of dismissal.

### 10.2. Dispute Settling Procedures

- 10.2.1. An employee or any Party covered by this agreement may raise a dispute. An employee who is a party to a dispute may appoint a representative for the purposes of the procedures in this term.
- 10.2.2. All industrial disputes (including disputes about any matters arising under this agreement and in relation to the National Employment Standards) between the parties shall be dealt with as follows:
- a) In the first instance, appropriate representative(s) of management and the other accredited representatives of the party or parties to the dispute shall discuss the dispute and attempt to reach agreement.
  - b) Where a dispute is not resolved under (a) above, at the request of any party to the dispute, a Disputes Committee shall be convened by the next working day, unless agreed otherwise. The Disputes Resolution Committee shall consist of:
    - i) 2 nominees of management, and
    - ii) 2 nominees of the Union.
  - c) The Disputes Committee shall attempt to resolve the matter within one working day of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

10.2.3. While the parties are trying to resolve the dispute using the procedures described in clause 10.2:

- a) work shall continue in the normal manner;
- b) no unlawful industrial action shall be taken by management or the Union;
- c) management shall not change work, employees 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 dispute shall not be taken to the Fair Work Commission by the Union(s) or management, until the procedures described in clause 10.2 have been exhausted.

10.2.4. Should the dispute not be resolved by the processes referred to in clause 10.2.1 - 10.2.3 above the matter may be referred to the Fair Work Commission for conciliation or arbitration by either party.

10.2.5. Where the Fair Work Commission determines that it has jurisdiction to arbitrate, it may resolve the dispute, as it considers appropriate, by the processes of conciliation and/or arbitration. Where the Fair Work Commission arbitrates the dispute, the parties agree to be bound by the Fair Work Commission's determination.

10.2.6. Where the Fair Work Commission determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made by Fair Work Commission, during conciliation, to resolve the dispute.

10.2.7. Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than Fair Work Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body.

10.2.8. It is acknowledged that, if the dispute relates to an alleged ambiguity or uncertainty in this Agreement, any party may at any time apply for a variation of the Agreement to eliminate the alleged ambiguity or uncertainty or the Fair Work Commission may act of its own motion to take steps to vary the Agreement.

### **10.3. Grievance Procedures**

Any individual grievance shall be dealt with in the following manner:

- a) In the first instance, the employee shall raise the grievance with their immediate supervisor. An employee is entitled to seek assistance and representation from the Union. The employee will advise the supervisor in writing of the substance of the grievance and the remedy sought.
- b) If, after 7 days, the grievance has not been resolved, the employee can seek that a formal discussion occurs between the nominated representative of the employer and the Union.
- c) A meeting between the Union representative and the employer under clause b) shall take place not more than 10 working days after notification to the employer of a grievance. The matter may be referred to an agreed independent conciliator at this stage if the parties agree.
- d) If the matter remains unresolved, either party may refer the matter to Fair Work Commission for resolution.



## **11. PART 11 -AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

### **11.1. Availability of the Agreement**

Copies of this Agreement, and any amendment hereto, shall be provided by the employer to all existing employees and any future employees.

### **11.2. Protection of Redundancy entitlements**

11.2.1. The employer shall maintain an identifiable account containing an amount to cover the MSA employees' redundancy entitlements, covered by this agreement and/or an applicable Award.

11.2.2. Employee's redundancy entitlements will be recalculated annually to ensure the identified account covers the MSA employees' redundancy entitlements

11.2.3. Access to the capital held on behalf of the employee/s in the above account shall only be permitted when the employment relationship is terminated or finalised for any reason.

11.2.4. Expenditure of interest earned on the redundancy entitlement fund will be used for professional development opportunities for MSA staff and elected student officers and to top up the fund as required under clause 11.2.2. In the event that the redundancy entitlement fund amount is more than the calculated estimation required by this clause, MSA Management can move the excess amount out of the fund within the bounds of MSA financial policies and procedures.

11.2.5. The employer shall report to the Joint Working Group on not less than twice a year:

- a) the amount standing in the above account as at the date of the report or for the period of the previous quarter,
- b) expenditure relating to professional development for MSA staff and elected student officers.

11.2.6. In the event of amalgamation, take-over or bankruptcy, and subject to statutory requirements in such circumstances, the payment of all accrued employee entitlements (including staff leave entitlements) shall be the first priority before any other liability of the employer.

**SCHEDULE A – SALARY CLASSIFICATION AND SALARIES**

An employee shall be employed in one of the classifications specified below and shall be paid a salary within the salary range assigned to the classification.

**1. Salaries**

(a) The Classification Incremental Salary p.a. are listed below

<b><u>SUE Level</u></b>	<b><u>Step</u></b>	<b><u>As at 1/07/2021</u></b>	<b><u>As at 1/07/2022 CPI @ 6.10%</u></b>	<b><u>As at 1/7/2023 if 2.37% applied</u></b>	<b><u>As at 1/7/2023 2.37% or CPI</u></b>
1	5	59,788	63,435	64,938	As of 1 <sup>st</sup> July 2023, MSA will apply the 2.37% increase.  If the June annual CPI is higher than 2.37% when announced, MSA will match the CPI figure and backpay any difference to 1 <sup>st</sup> July 2023
	4	61,010	64,732	66,266	
	3	62,255	66,053	67,618	
	2	63,525	67,400	68,997	
	1	64,820	68,774	70,404	
2	5	66,705	70,774	72,451	
	4	68,067	72,219	73,931	
	3	69,455	73,692	75,438	
	2	70,873	75,196	76,978	
	1	71,953	76,342	78,151	
3	5	74,116	78,637	80,501	
	4	75,630	80,243	82,145	
	3	77,173	81,881	83,821	
	2	78,748	83,552	85,532	
	1	79,946	84,823	86,833	
4	5	81,462	86,431	88,480	
	4	84,752	89,922	92,053	
	3	88,178	93,557	95,774	
	2	91,740	97,336	99,643	
	1	93,578	99,286	101,639	
5	5	94,347	100,102	102,475	
	4	96,273	102,146	104,567	
	3	98,237	104,229	106,700	
	2	100,243	106,358	108,879	
	1	100,288	108,528	111,100	
6	5	104,636	111,019	113,650	
	4	106,772	113,285	115,970	
	3	108,950	115,596	118,336	
	2	111,174	117,956	120,751	
	1	112,868	119,753	122,591	
7	5	121,851	129,284	132,348	
	4	124,337	131,922	135,048	
	3	126,874	134,613	137,804	
	2	129,464	137,361	140,617	
	1	132,104	140,162	143,484	
8	5	135,247	143,497	146,898	
	4	138,006	146,424	149,895	
	3	140,824	149,414	152,955	
	2	143,697	152,463	156,076	
	1	146,630	155,574	159,262	

(b) Classification Descriptors relating to the salary levels prescribed in this Schedule shall be as set out in Appendix 1 to Schedule A.

(c) The Classification Descriptors shall be the primary determinant of the classification of positions.

(d) No employee shall refuse to perform duties reasonably required, consistent with that employee's classification and which the employee is competent to perform.

## **Appendix 1 to Schedule A - CLASSIFICATION DESCRIPTORS**

### **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 is 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 staff member 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**

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.

This dimension looks at how much of each of these three qualities applies at each classification level.

### **Typical activities**

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

## **LEVEL 1**

### **Training level or qualifications**

Persons employed at Level 1 shall typically perform duties at 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 an equivalent combination of experience and training.

### **Occupational equivalent**

Clerk

### **Level of supervision**

Routine supervision of straightforward tasks (see below).

### **Task level**

Perform a range of straightforward tasks where procedures are clearly established.

### **Organisational knowledge**

Limited and based only on brief induction to organisation.

### **Judgement, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

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.

### **Typical activities**

Clerical 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.

## **LEVEL 2**

### **Training level or qualifications**

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

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 an advanced certificate or associate diploma.

### **Occupational equivalent**

Technical assistant/technical trainee, clerical/secretarial

### **Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction

### **Task level**

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

### **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.

### **Judgement, independence and problem solving**

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

### **Typical activities**

In technical positions,

- under general supervision, operate photographic development facility

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

In clerical positions, perform a range of clerical support tasks including

- standard use of a word processing package (including store and retrieve documents, key and layout correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment

## **LEVEL 3**

### **Training level or qualifications**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work-related experience or a certificate level qualification with post-certificate relevant work experience;
- an equivalent combination of relevant experience and/or education/training

### **Occupational equivalent**

Technical officer or technician, clerical/secretarial above Level 2

### **Level of supervision**

In technical positions, routine supervision [to general direction] depending upon experience and the complexity of the tasks. In other positions, general direction.

Liaison with staff at higher levels. May undertake stand-alone work

### **Task level**

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

### **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.

### **Judgement, independence and problem solving**

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In clerical/secretarial 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.

### **Typical activities**

In technical positions,

- develop new equipment to criteria developed and specified by others

In library technical positions,

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

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in an office • plan and set up spreadsheets or database applications
- provide advice to students on student union services and institutional requirements
- administer electoral roll

## **LEVEL 4**

### **Training level or equivalent**

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- an equivalent combination of relevant experience and/or education/training

### **Occupational equivalent**

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

### **Level of supervision**

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

### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way. In administrative positions, provide advice and decisions on rules and entitlements.

### **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.

### **Judgement, independence and problem solving**

In professional positions, solve routine problems under supervision 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 coordinating a team to provide an administrative service.

### **Typical activities**

In technical positions,

- develop new equipment to general specifications
- prepare reports of a technical nature

In administrative positions, responsible for the explanation and administration of an administrative function, e.g., HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide counselling services, under professional supervision



## **LEVEL 5**

### **Training level or qualifications**

Persons employed at Level 5 shall typically perform duties at 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.

### **Occupational equivalent**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); supervision/co-ordination of a significant service; experienced technical specialist and/or technical supervisor, research officer

### **Level of supervision**

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

### **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.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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. Liaise with decision-making bodies on the development of policies within own area of operations.

### **Judgement, independence and problem solving**

Discretion to innovate within own function and take responsibility of four outcomes:

- 1) design, develop and test complex equipment, systems and procedures;
- 2) undertake planning involving resources use and develop proposals for resource allocation;
- 3) exercise high level diagnostic skills on sophisticated equipment or systems;
- 4) analyse and report on data and experiments

### **Typical activities**

In administrative positions,

- provide financial, policy and planning advice
- service a range of committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget.

In professional positions,

- oversee a service such as recreation or sporting programme
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- providing counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements
- undertake the preparation of submissions on policy matters, subject to general direction by officers/decision making bodies.

In other positions,

- manage a small catering operation or a significant operation such as cleaning, without reference to higher expert supervision
- manage a significant section of a large catering operation.

## **LEVEL 6**

### **Training level or qualifications**

Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 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.

### **Occupational equivalent**

Senior professional in a small, less complex organisation; Manager

### **Level of supervision**

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

### **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 positions, may be a recognised authority in a specialised area.

### **Organisational knowledge**

Detailed knowledge of administrative policies and organisational objectives and the interrelationships between a range of policies and activities

### **Judgement, 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 across the organisation.

### **Typical activities**

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. Act as most senior financial adviser to a large organisation.

In administrative positions, provide overall management of a small organisation with limited range of functions (e.g. Publications, Sport and Recreation, and Representation).

## **LEVEL 7 and LEVEL 8**

### **Training level**

Positions at Level 7 shall typically require skills which assume and require knowledge or training equivalent to:

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

### **Occupational equivalent**

Senior Manager, Senior Administrator

### **Level of supervision**

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

### **Task Level**

Complex, significant and high-level creative planning with clear accountability for performance. At Level 7, sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

### **Organisational knowledge**

Extensive knowledge of history and culture of organisation or of student organisations generally. In this context, bring multi-perspective approach to policy development and administration.

### **Judgement, independence and problem solving**

At Level 7, in smaller organisations and at Level 8 in larger organisations, be fully responsible to officers/governing body for overseeing organisation's operations.

At Level 7, in larger organisations act as part of the senior management group and liaise directly with governing councils in relation to major areas of operations.

### **Typical activities**

At Level 7, act as the most senior manager of a smaller organisation with several significant and diverse operations (e.g. Catering, Sport and Recreation, Student Welfare, Social Activities and Media); OR act as manager of a very large operation within a large organisation (e.g. Catering Manager in a large University Union).

At Level 8, act as the most senior manager of a large organisation

\* Note re organisational size

A "smaller" organisation, having regard to complexity and diversity of service, number of workplace locations (e.g. multi-campus institutions) etc., might be regarded as one which employed less than 20 staff (equivalent full-time) and a "larger" organisation might be regarded as one which employed more than 25 staff.

## **SCHEDULE B – ALLOWANCES AND REIMBURSEMENTS**

### **1. TRAVELLING, MEAL, VEHICLE AND RELATED EXPENDITURE**

1.1. A staff member who, at the direction of MSA, is absent on MSA business shall be reimbursed for reasonable expenses upon proof of receipts to cover the costs of travel, meals, incidentals and/or accommodation, in accordance with the following:

- a) A staff member who at the direction of the MSA is absent overnight on MSA business will be reimbursed the costs of meals, accommodation and incidental expenditure up to or below the amounts published in the Australian Taxation Office (ATO) guidelines as at 1 July each year.
- b) Meal costs up to or below the amounts published in the ATO guidelines as at 1 July each year will be reimbursed where a staff member commences travelling earlier or is absent later than the following respective time or times:

	Time of Leaving	Time of Returning
Breakfast	7:00am	7:00am
Lunch	1:00pm	1:00pm
Dinner	7:00pm	7:00pm

- c) Reimbursement for incidental expenditure up to or below the amount published in the ATO guidelines as at 1 July each year will be payable for each 24-hour period or part thereof during which a staff member is absent of MSA business overnight
- d) A staff member absent from MSA, where the absence does not extend overnight, may claim payment for meals if the expense has been incurred in the purchase of a meal or meals during the periods of absence, as follows:
  - i. If absent for breakfast only, expenses for that meal may be claimed. To be considered as having been absent for breakfast, a staff member must have departed from their home not later than 6.30am
  - ii. If absent for lunch only, a staff member is not entitled to claim for that meal. To be considered as having been absent for lunch the staff member must have been absent from MSA during the usual lunch period.
  - iii. If absent for dinner only, a staff member may claim expenses for that meal. To be considered as having been absent for dinner the staff member must have returned to MSA not earlier than 7.00pm or to their home not earlier than 7.30pm.
  - iv. If absent for two meals the staff member may claim expenses for one meal. To be considered as having been absent for two meals the staff member must have been absent for any two meals as provided in (i) to (iii) inclusive.
  - v. If absent for at least 13 hours, and such absence covers three meals as shown in (i) to (iii) inclusive, the staff member may claim for three meals.

Provided that reimbursement may be made only where expenditure on meals is incurred. Any meal or meals supplied free of additional charge by a transport authority will not be included in the calculation of the amount to be reimbursed.

- e) Unless the MSA otherwise determines, reimbursement will only be payable in relation to duties undertaken by staff members outside an area of 24 kilometres of MSA.

- f) If MSA is satisfied that the rates set out in this schedule are inadequate having regard to the nature of the travel or the additional expenses have been necessarily and reasonably incurred by a staff member in the course of their duties, MSA may approve of payment to the staff member of the additional expenses incurred
- g) A completed valid claim for reimbursement submitted to the MSA finance department will be approved and paid by MSA within 25 working days of submission, other than:
  - i. In exceptional circumstances; or
  - ii. Where the staff member has obtained an approved cash advance and has yet to provide to MSA the receipts or other satisfactory evidence of actual reasonable MSA business related expenses incurred; or
  - iii. Where the staff member is subject to the recovery of overpayment of salary
- h) For the purposes of reimbursement of expenses, a valid claim for reimbursement may only be made for expenditure that is incurred for official and authorised MSA business and necessary for a staff member's work and does not include:
  - i. Claims made more than six months after the date the expenses were incurred; unless evidence of exceptional circumstances is provided to MSA
  - ii. Claims for purchases of goods and/or services from MSA staff, or the claimant's company or family members;
  - iii. Claims for fines incurred; or
  - iv. Claims for Monash University parking permits.

## **2. TRAVELLING AND RELATED EXPENDITURE (INTRASTATE, INTERSTATE AND OVERSEAS)**

- 2.1. Staff members who regularly travel on MSA business may be issued with a corporate credit card, to which any reasonable expenses incurred whilst travelling on approved MSA business may be charged
- 2.2. The staff member, prior to travelling and incurring the expense, will advise and seek approval from the Executive Officer as to travelling arrangements and where they intend to stay. Such accommodation will be of a reasonable standard. If there is any dispute regarding the travel arrangements, attempts will be made to resolve the issue between the relevant staff member (who may choose to be assisted by a Representative) and the Executive
- 2.3. Where possible, all reasonable MSA business expenses will be incurred in the corporate credit card in accordance with MSA policy.
- 2.4. Where corporate credit card facilities are not available, the staff member will obtain a receipt or other satisfactory personal evidence of reasonable personal expenses incurred whilst travelling on approved MSA business and this amount, if approved, will be reimbursed. Alternately a cash advance may be approved in advance by the Executive Officer but only in cases of travel to remote locations or hardships as determined by the MSA.

2.5. If a cash advance is approved in accordance with Schedule B clause 2.4 above, upon return from travel the staff member is required to provide to MSA receipts or any other satisfactory evidence of actual reasonable MSA business related expenses incurred. If the value of the actual MSA business expenses incurred is less than the value of the cash advance, the staff member is required to return the balance of the cash advance to the MSA within seven days of return from travel.

### **3. REIMBURSEMENT OF FARES**

3.1. Unless otherwise authorised by the employer, an employee required to travel on the business of the employer shall travel by public transport, taxi, or a vehicle provided by the employer. It is intended that the use of an employee's own vehicle on the business of the employer will be restricted to a minimum.

3.2. If reasonable costs are incurred by an employee in travelling pursuant to Schedule B clause 3.1, the employee shall, upon production of receipts for such travel, be reimbursed by the employer.

3.3. Where the employer authorises the use of a hired car by an employee and the cost thereof is borne by the employee, reimbursement of such cost shall be made to the employee upon production of receipts for such cost.

### **4. VEHICLE ALLOWANCE**

4.1. Where a staff member is authorised by MSA to use the staff member's privately-owned vehicle for MSA business for travel within Australia, they will be paid an allowance through the payroll system in accordance with the Australian Taxation Office (ATO) Guidelines as at 1 July each year or such greater amount as the MSA determines.

4.2. Unless the prior approval of the employer is given, an employee shall not be entitled to payment of an allowance under this clause for travelling by the employee in excess of 20,000 kilometres in any one financial year.

### **5. OVERTIME MEAL ALLOWANCE**

5.1. An overtime meal allowance will be paid to staff members who are required:

- After the completion of their ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
- After completion of their ordinary hours of duty for that day to perform overtime duty which involves their attendance without a break up to the completion of, or after, the meal period which occurs next after that completion;
- To perform duty on a day before the time at which their ordinary hours of duty for the day commence, is granted a break for a meal before that time and is not entitled to payment from that break; or
- To perform duty extending beyond a meal break on a day which, apart from the requirement, they would not perform duty and is not entitled to payment for that meal break.

- 5.2. The quantum of the allowance will be \$18.60 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Foods 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.
- 5.3. Where a three-course meal is obtainable by the Staff Member at Monash University Clayton campus, the amount of overtime meal allowance will be the cost of the meal or the quantum prescribed by Schedule B clause 5.2 above, whichever is the lesser amount.
- 5.4. A staff member who is required to perform any of the duties specified in the meal allowance clause will be paid an overtime meal allowance where the staff member cannot reasonably be expected to return to their home or lodging for a meal between the time at which the staff members ceases duty before the meal and the time at which the staff member is required to commence duty after the meal
- 5.5. For the purposes of clause 5 of Schedule B “meal period” means
- The period between the hours of 7:00am and 9:00am;
  - The period between the hours of 12 noon and 2:00pm;
  - The period between the hours of 6:00pm and 7:00pm; and
  - The period between the hours of 12 midnight and 1:00am.

## **6. Higher Duties Allowance**

- 6.1. An employee who is required to act in a position of higher classification than that which the employee occupies shall be paid an allowance computed in accordance with this clause.
- 6.2. An employee shall be eligible for payment of a higher duties allowance where the period of acting service in the higher position is continuous for a period of at least two consecutive working weeks.
- 6.3. For the purpose of this clause, a holiday shall count as part of the qualifying period.
- 6.4. Higher duties allowance shall be payable from the date the employee commenced the higher duties.
- 6.5. Where an employee performs the full duties of a higher office the employee shall be paid an allowance equal to the difference between the salary of the employee and the salary payable had the employee been promoted to the higher office.
- 6.6. Where an employee performs a portion of the duties of a higher office the employee shall be paid an allowance which shall be equal to that proportion of the difference between the base salary of the employee and the base salary of that grade position of which the employee is performing a portion of the duties. The proportion shall equate with the proportion of the duties of the higher position performed.



- 6.7. Where an employee who is performing the duties of a higher office is permanently promoted to that office the employee shall not suffer any reduction in remuneration and shall receive the same increments as if the employee had during the period of temporary service in the higher office been the permanent occupant of that office.
- 6.8. An employee who at the time of proceeding on approved leave with pay (other than long service leave) or rostered day off was in receipt of an allowance under this clause shall continue to be paid such an allowance for the leave period, provided the acting in the higher-level position would have continued but for the taking of leave.
- 6.9. An allowance payable to an employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowance including overtime.
- 6.10. An employee shall not be penalised in any way for a refusal to perform higher duties.

## **SCHEDULE C – SUPPORTED WAGE SYSTEM**

1. This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Enterprise Agreement.

2. In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**relevant minimum wage** means the minimum wage prescribed in this enterprise agreement for the class of work for which an employee is engaged.

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### **3. Eligibility criteria**

- 3.1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Enterprise Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 3.2. This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this enterprise agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### **4. Assessment of capacity**

- 4.1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- 4.2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act

### **5. Supported wage rates**

- 5.1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause 4)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90
100	100

5.2. Provided that the minimum amount payable must be not less than **\$90** per week.

5.3. Where an employee’s assessed capacity is **10%**, they must receive a high degree of assistance and support.

**6. Lodgement of SWS wage assessment agreement**

6.1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

6.2. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the enterprise agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**7. Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

**8. Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this enterprise agreement on a pro rata basis.

**9. Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

**10. Trial period**

10.1. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- 10.2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 10.3. The minimum amount payable to the employee during the trial period must be no less than **\$90** per week.
- 10.4. Work trials should include induction or training as appropriate to the job being trialled.
- 10.5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4 - Assessment of capacity.

## **SCHEDULE D – APPRENTICESHIP AND TRAINESHIP EMPLOYEES**

### **1. Definitions**

**adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.

**apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

**apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with an approved training provider accessed through a contract of training.

**approved training provider** is a Technical and Further Education College or other training provider accredited by the appropriate State or Territory training authority.

**contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

**school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with Schedule F—School-based Apprentices while also undertaking a course of secondary education.

**Standard rate** means the weekly rate derived from the annual rate for a SUE1.5 in clause XXX

### **2. Apprentices**

The minimum ordinary rate of pay to be paid to apprentices, will be in accordance with the relevant award.

### **3. Apprentice conditions of employment**

- 3.1. Except as provided in this Schedule or where otherwise stated, all conditions of employment specified in this Enterprise Agreement apply to apprentices and trainees.
- 3.2. Where the employment of a trainee by MSA is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purpose of the Agreement.
- 3.3. Termination of employment of trainees is dealt with in the Training Agreement. MSA when such action is required to give written notice to the trainee at the time the action is commenced.
- 3.4. Where the trainee completes the qualification earlier than the time specified in the Training Agreement then the traineeship may be concluded earlier by mutual agreement.

### **4. Block release training**

- 4.1. This clause applies to apprentices required to attend block release training identified in or associated with their training contract.
- 4.2. Where the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training.
- 4.3. Clause 4.2 does not apply where the apprentice could attend a closer Registered Training Organisation (RTO), and use of the more distant RTO is not agreed between the employer and the apprentice.
- 4.4. For the purposes of clause 4.3, excess reasonable travel costs include:
  - a) the total costs of reasonable transport (including transporting tools where required);
  - b) accommodation costs incurred while travelling (where necessary); and
  - c) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- 4.5. Excess reasonable travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

## **5. Reduction of payment**

- 5.1. Payment under clause 4 may be reduced where an apprentice is eligible to receive travel costs to attend the block release training under a Government apprentice assistance scheme.
- 5.2. The payment may be reduced by the amount the apprentice is entitled to receive under the scheme.
- 5.3. A payment reduction will only apply if an apprentice has either received assistance under the scheme or their employer has advised them in writing of the availability of the assistance.

## **6. Reimbursements of course fees and materials**

- 6.1. An employer must reimburse an apprentice for the following costs paid by the apprentice:
  - a) all training fees charged by an RTO for prescribed courses; and
  - b) all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship.
- 6.2. An employer must make the reimbursements at the later of:
  - a) within 6 months of starting the apprenticeship or the relevant stage of the apprenticeship; or
  - b) within 3 months of starting training provided by the RTO.
- 6.3. Reimbursement is not payable when there is unsatisfactory progress.
- 6.4. An employer may meet its obligations under clause 6 by paying any fees and/or cost of textbooks directly to the RTO.

## **7. Attending training**

- 7.1. An apprentice will be released from work to attend any training and assessment specified in, or associated with, the training contract.

- 7.2. An apprentice's attendance at training must be without loss of continuity of employment and be paid at the appropriate wages.
- 7.3. Time spent attending training will be counted as time worked for the purposes of calculating the apprentice's wages and determining their employment conditions.
- 7.4. Except in an emergency, an apprentice must not be required to work overtime at times which would prevent their attendance at training consistent with their training contract