

MONASH UNIVERSITY ENTERPRISE AGREEMENT (TRADES AND SERVICES STAFF – BUILDING AND METAL TRADES STAFF AND GROUNDS AND GARDENING STAFF) 2005

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This Agreement shall be known as the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff and Grounds and Gardening Staff) 2005.

2. ARRANGEMENT

PART 1 – PRELIMINARIES

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3. DEFINITIONS

"HEW" means Higher Education Worker.

"JCC" means Joint Consultative Committee as established in clause 11 of this agreement.

"Ordinary time earnings" means the staff member's salary payable in accordance with the relevant classification as set out in Schedule 2 of this Agreement.

"Position Classification Standards" means the Higher Education Worker ("HEW") classification descriptors contained in the Classification Manual of the University dated at 28 October 2005.

"Reasonable Travelling Time" means the period of time normally required to travel from the place of residence of the Trades and Services Staff member to his/her normal workplace and back.

"Representative" means a person chosen by a Trades and Services Staff member but not a practicing barrister or solicitor.

"Service" for the purpose of determining the leave entitlement of a staff member and for all other purposes means:

- any period of paid leave with long service leave taken on half pay counting as normal service;
- any continuous period of sick leave without pay not exceeding twenty working days;
- any period of sick leave without pay not exceeding, in the aggregate, twenty working days in any year of service;
- any period of parental leave as per Schedule 5 hereof not exceeding 26 weeks;
- any period of leave without pay for the purpose of contesting elections to Federal or State Parliament;
- any period of arbitration leave without pay;
- any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service; and
- time worked on WorkCover rehabilitation with the University after the expiry of accident compensation leave or make-up pay.

Provided that where a staff member's service is not continuous, the aggregate period of service including service recognised from previous employers shall count as service for the purpose of determining the staff member's entitlement to long service leave.

"Suitable Alternative Employment" means a position of equivalent grade and salary for which the Trades and Services Staff member is suitable, having regard to their qualifications and experience.

"Trades and Services Staff" or "Staff" for the purposes of this Agreement means employees of Monash University who are employed in one of the following classifications:

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

"University" means Monash University, a body politic and corporate established under the *Monash University Act 1958* and comprises all of its campuses wherever situated.

"University Policy" means the policy of the University as in force and varied from time to time.

"Vice-Chancellor" means the Vice-Chancellor of Monash University or his/her nominated delegate.

4. INTENTION OF AGREEMENT

- 4.1 This Agreement provides a series of changes, reforms and initiatives consistent with the University's objective of achieving a competitive, world standard, internationally recognised higher education institution committed to the highest quality outcomes in teaching, learning, research and a wide range of professional and community activities.
- 4.2 The intention of this Agreement is to provide for productivity and efficiency based pay increases to trades and services staff and to ensure that terms and conditions of employment are facilitative of the University's strategic focus within a harmonious industrial relations environment.
- 4.3 The closed and comprehensive nature of this Agreement is designed to simplify and provide enhanced accessibility to information regarding the terms and conditions of Trades and Services Staff employment within the University.

5. OPERATION OF AGREEMENT

This Agreement will come into force on the date of its certification in the Australian Industrial Relations Commission and will have a nominal expiry date of 31 March 2008.

6. APPLICATION AND PARTIES BOUND

This Agreement shall be binding according to its terms upon Monash University, the registered organisations of employees listed in Schedule 1, their officers and members and upon Trades and Services Staff of the University except those who are party to an AWA, made before, on or after the date of this Agreement, that operates to the exclusion of this Agreement.

7. OPERATION OF EXTANT AWARDS AND AGREEMENTS

This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims during the nominal life of this Agreement. This clause does not limit implementation of this Agreement.

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

All staff members are subject to the University Policies and procedures however such policies and procedures do not form part of this Agreement.

8. AVAILABILITY OF AGREEMENT

Copies of this Agreement shall be displayed in a well-publicised and easily accessible place on each campus of the University and in trades and services workshops and shall be available upon request by any Trades and Services Staff member.

PART 2 – CONDITIONS APPLYING IN COMMON TO ALL TRADES AND SERVICES STAFF

This Part shall apply in common to all Trades and Services Staff except where otherwise expressly provided.

SECTION 1 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. JOB SECURITY

The University has the goal of maintaining the overall numbers of Building and Metal Trades and Grounds and Gardening Trades and Services Staff until the nominal expiry date of the Agreement. Wherever reasonably possible widespread redundancies and compulsory retrenchments are to be avoided but the University may use targeted redundancies as reductions in staff become necessary in some areas where restructuring occurs. This clause will have effect only until 31 March 2008.

10. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

The University will notify affected staff and where a staff member chooses the staff member's Representative(s), and the JCC, where a proposed significant and substantial change will affect staff. "Significant and substantial change" will include, but not be limited to, outsourcing or contracting out and changes to university employment policies that have a significant and substantial impact on staff terms and conditions of employment.

If a decision to proceed is made by the University, then management will consult with the affected staff and where the staff members choose, with their Representatives, or where the staff members choose, with the JCC about the implementation of that change. The consultations will be conducted within a framework which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University's decision-making processes.

11. JOINT CONSULTATIVE COMMITTEE

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

The Committee will:

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

11.2 The JCC will comprise:

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

11.3 Committee Pool

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

12. DISPUTE SETTLING PROCEDURES

Where any dispute arises as to the application of this Agreement:

12.1. In the first instance, the Trade and Services Staff member and his/her supervisor shall discuss the dispute in an attempt to resolve the dispute. The Trades and Services Staff member may choose to be accompanied by a Representative of his or her choice.

12.2 Where a dispute remains unresolved, at the request of either party to the dispute, a Disputes Committee shall be convened within one working week unless agreed otherwise by the Disputes Committee. The Disputes Committee shall, unless otherwise agreed to by the parties to the dispute, consist of:

- (a) two management nominees; and
- (b) two nominees of the Chairperson of the JCC drawn from a pool of elected staff members in accordance with clause 11.

All nominees will be selected in a timely fashion.

12.3 The Disputes Committee shall attempt to resolve the matter within one working week of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by the parties to the dispute.

12.4 Until the procedures described above have been exhausted:

- (a) work shall continue in the normal manner;

- (b) no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement;
- (c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and
- (d) the subject matter of the dispute shall not be taken to the Australian Industrial Relations Commission by any party to the dispute.

- 12.5 Should the dispute not be resolved by the processes referred to above, the matter may be referred to the Australian Industrial Relations Commission for conciliation or arbitration by either party to the dispute in which case the parties to the dispute shall be bound by any recommendation or decision of the Commission.
- 12.6 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party to the dispute may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity or the Australian Industrial Relations Commission may act of its own motion to take steps to vary the Agreement.

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

13. GENUINE CHOICE IN AGREEMENT MAKING

- 13.1 The University may offer AWAs to its Trades and Services Staff. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of the Agreement to the extent of any inconsistency, as specified in each AWA.
- 13.2 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide the Trades and Services Staff member with a summary of this Agreement and access to this Agreement.
- 13.3 At the time of offering the AWA the University will advise any staff member or prospective staff member of his/her right to appoint a Bargaining Agent and will allow the staff member or prospective staff member at least 14 or 5 days respectively to consider the AWA as required.

14. PROBATIONARY EMPLOYMENT

- 14.1 Subject to clauses 14.2 and 14.3 below, a three-month probation period shall apply to all new fixed-term or continuing full-time and part-time appointments to Trades and Services Staff positions.
- 14.2 For fixed-term contracts of less than six months duration, the period of probation shall not exceed 50% of the contract term subject to clause 14.3 below.
- 14.3 Probation periods do not apply in the case of:
- transfer;
 - secondment;
 - pre-retirement contracts;
 - second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or
 - contracts for periods of less than three months.
- 14.4 The period of probation will be notified to the Trades and Services Staff member in advance of the commencement of his/her appointment.
- 14.5 Upon the Trades and Services Staff member’s commencement of appointment, he/she will be notified of the name of his/her supervisor.
- 14.6 The employment of a probationary Trades and Services Staff member who does not meet the goals and objectives of the position may be terminated by the giving of one week’s notice or payment in lieu thereof during the probation period or by payment in lieu of one week’s notice upon completion of the probation period.

15. FULL-TIME EMPLOYMENT

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

16. FRACTIONAL APPOINTMENT SCHEME FOR RETIREMENT PLANNING PURPOSES

Trades and Services Staff who wish to reduce their time commitment during the latter part of their careers at the University may apply for the voluntary fractional employment scheme detailed below.

- 16.1 Participation in the scheme is voluntary.
- 16.2 Trades and Services Staff are eligible to participate in the scheme when they are within five years or less of being eligible to receive a retirement benefit from their superannuation scheme. Trades and Services Staff need not be full-time (1.0) to be eligible.
- 16.3 Fractional appointments are to be limited to fractions of not less than 0.3 and not more than 0.8 of full-time.
- 16.4 Eligible Trades and Services staff members will transfer to a fractional fixed-term contract of no greater than five years in length with the University paying a subsidy to maintain any employer contributions to UniSuper (or equivalent State Superannuation provisions) at the rate applicable for the former substantive continuing appointment. The reduced fraction may be varied in accordance with the terms of the fixed term contract, including reverting to the Trades and Services Staff member's original fraction.
- 16.5 The Trades and Services staff member will make superannuation employee contributions at the level appropriate to his/her new fraction of appointment. The University will also provide a subsidy payment sufficient to ensure the retention of superannuation benefits appropriate to the former substantive continuing appointment.
- 16.6 The workload and pattern would be determined by the head of the administrative unit and approved by the head of the administrative group, according to a role and responsibilities, agreed between the Head and the staff member, appropriate to the fraction of full-time appointment.
- 16.7 Further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.
- 16.8 Annual leave, sick leave and long service leave will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate clearing any excess annual and long service leave credits i.e. over 30 days and 109.2 days respectively.
- 16.9 The Deputy Vice-Chancellor, on the recommendation of the Dean or equivalent, may approve a request for early retirement with supplementary payment based on an appropriate scheme being available and any benefit normally being determined against the former substantive appointment with the retirement benefit reduced by supplementary payments made under this scheme.
- 16.10 Staff who transfer to a fixed-term contract in accordance with this provision will be ineligible for conversion as provided in clause 18 of this Agreement.

17. CASUAL EMPLOYMENT

- 17.1 A casual Trades and Services Staff member is one engaged by the hour and paid by the hour. Casual Trades and Services Staff members are not entitled to paid or unpaid leave of any kind as well as probationary employment, fractional appointment scheme for retirement planning purposes, fixed-term employment, redeployment, redundancy, termination of employment, apprentice rates, incremental advancement and performance enhancement, overtime span of hours, overtime and crib time and recall to duty.
- 17.2 A casual Trades and Services Staff member will be paid the ordinary rate plus the following casual loadings as applicable:
 - all hours worked Monday to Friday – 20 per cent of the ordinary rate of pay;
 - all hours worked on a Saturday – 25 per cent of the ordinary rate of pay; and

- all hours worked on a Sunday – 50 per cent of the ordinary rate of pay.

17.3 A casual Trades and Services Staff member will be paid for a minimum of 2 hours for each period of engagement provided that this prescribed minimum engagement payment will not apply to casual staff members who are students of the University and who work two or more hours in a fortnightly payroll period.

For the purposes of this clause, "engagement" means the period or periods for which the University notifies the staff member that he/she is so required to attend on any one day. Each period of engagement stands alone.

18. FIXED-TERM EMPLOYMENT

18.1 "Fixed-term employment" means full-time or fractional employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unsatisfactory performance, serious or wilful misconduct or where the work is no longer required to be undertaken in which case 19 would apply.

18.2 Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member, other than an apprentice will be entitled to all the benefits of a continuing staff member in the same classification of employment.

18.3 The University will provide to a fixed-term staff member written notice that at the expiry of the contract the University intends to:

- continue the position or a position with the same or substantially similar duties; or
- discontinue the position.

18.4 Written notice will be the greater of any contractual entitlement to notice of the University's intention to renew, or not to renew employment, or the following notice periods:

<i>Period of continuous service</i>	<i>Period of notice</i>
Up to the completion of 3 years	2 weeks *
3 years and up to the completion of 5 years	3 weeks *
5 years or over	4 weeks *
	*In addition, a staff member over the age of 45 years at the time of the giving of notice and with not less than two years' continuous service will be entitled to an additional week's notice.

Offer of Further Employment

18.5 Where the University has made a determination in accordance with 18.3(a), the incumbent will be offered further employment in the position or a position with the same or substantially similar duties provided that the incumbent was employed through a competitive and open selection process and has performed satisfactorily in the position.

Right to Apply for Conversion

18.6 Where further fixed-term employment is offered under 18.5, the staff member may apply for conversion to continuing employment on the same salary and classification. The University will consider the application and may refuse conversion on reasonable grounds, which may include but are not limited to:

The staff member is:

- a Monash University Student;
- a genuine retiree;
- subject to disciplinary action;
- on a pre-retirement contract;
- is on a general staff salary above HEW Level 10.

The position is:

- for a specific task or project, or funded by identifiable funding external to the University (which may include research/grant funds but does not include Government operating grants or funding from fees paid by or on behalf of students);
- in a new organisational area for up to 2 years;
- filling a temporary vacancy or meeting a curriculum requirement for recent professional practical or commercial experience;
- in a discontinuing organisational work area or part of such an area consisting of 3 or more staff.

Severance Pay

18.7 Subject to clause 18.10, at the expiry of a fixed-term contract, and where the University does not renew the contract, severance will be payable to a staff member seeking to continue the employment where the same or substantially the same duties are no longer required, and the staff member is:

- On a first fixed-term contract of more than three years or any second or subsequent contract, where the continuous period of service is more than 3 years; or
- On any second or subsequent fixed-term contract for:
 - a specific task or project;
 - work that requires recent professional practical or commercial experience;
 - work in a new organisational area for up to 2 years;
 - work in a discontinuing organisational area or part of such an area consisting of 3 or more staff.

<i>Length of continuous service</i>	<i>Severance pay</i>
Up to the completion of 3 years	4 weeks
3 years and up to the completion of 4 years	6 weeks
4 years and up to the completion of 5 years	7 weeks
5 years and up to the completion of 6 years	8 weeks
6 years and up to the completion of 7 years	10 weeks
7 years and up to the completion of 8 years	12 weeks
8 years and up to the completion of 9 years	14 weeks
9 years and up to the completion of 10 years	16 weeks
10 years and over	18 weeks

18.8 For the purposes of clause 18.7, breaks between fixed-term appointments of up to two times per year and of up to 6 weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service.

Pro Rata Long Service Leave

18.9 In addition to any other sum payable, a staff member entitled to severance pay will also be entitled to pro rata payment of long service leave provided he/she has continuous service of at least 5 years, calculated from the date of commencement on a fixed-term contract which commenced on or after the date of certification of this Agreement.

Savings Provisions

18.10 The following provisions apply to staff members who commenced fixed-term employment prior to the date of certification of this Agreement.

- Clause 18.5 and 18.7 shall not apply.
- Staff members employed in a new organisational area on contract(s) of up to three years duration will be entitled to severance pay of 5 weeks for up to two years' service or 7 weeks' pay (for between two and three years' service) if they are not offered further employment at the expiry of the contract(s).
- Where a staff member is employed for a specific task or project the following terms will apply:

<i>Length of continuous service</i>	<i>Severance pay</i>
Up to the completion of 2 years (except that general staff members will not be eligible for severance pay for less than one year of service)	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay capped

19. REDEPLOYMENT & REDUNDANCY

- 19.1 Where it appears to the Divisional Director of Human Resources or nominee that a Trades and Services Staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, introduction of new technology, the Divisional Director or nominee shall notify the Trades and Services Staff member, or where the affected Trades and Services Staff member chooses a Representative, and the JCC (where more than one staff member is affected) at the earliest practicable time and provide the Trades and Services Staff member or, where the staff member chooses, their Representative, with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where Suitable Alternative Employment exists, the Trades and Services Staff member shall be offered redeployment to this position in which case this clause (subject to application of clauses 19.5 to 19.7 by the University) no longer applies.
- 19.2 Where a Trades and Services Staff member is advised that they are excess to requirements, during the first four weeks following that advice, the Trades and Services Staff member may seek redeployment in accordance with the process for redeployment in existing University policy or elect to take a Voluntary Early Separation. A Trades and Services Staff member who elects to take Voluntary Early Separation shall be entitled to:
- payment in lieu of the remaining balance of the four week redeployment search period;
 - payment in lieu of the notice period applicable to the Trade and Services Staff member; and
 - payment of the severance pay to which the Trades and Services Staff member would have been entitled under this clause had his/her employment been terminated on the grounds of redundancy.
- 19.3 A staff member who has not accepted an offer of a voluntary separation package under clause 19.2 above and who has not been successfully redeployed to Suitable Alternative Employment will be given four (4) weeks notice of termination or pay in lieu, or pay in lieu of the unexpired part of the notice period as the case may be. In the case of a Trades and Services Staff member 45 years or more, the notice period will be five (5) weeks.
- 19.4 During the notice period, the staff member will be entitled to reasonable time off without loss of pay to attend job interviews, subject to provision by the Trades and Services Staff member of documentary evidence of the interview and prior arrangement with the relevant supervisor. A statutory declaration shall be sufficient for this purpose.
- 19.5 Upon termination of employment on the grounds of redundancy, the staff member shall, subject to clauses 19.6 to 19.9, receive a severance payment in accordance with the formula below:

Length of continuous service by staff member	Rate for calculation of amount of severance payment
Less than 1 year	12 weeks' pay
1 year and more but less than 2 years	15 weeks' pay
2 years and more but less than 3 years	18 weeks' pay
3 years and more but less than 4 years	21 weeks' pay
4 years and more but less than 5 years	24 weeks' pay
5 years and more but less than 6 years	27 weeks' pay
6 years and more but less than 7 years	30 weeks' pay
7 years and more but less than 8 years	33 weeks' pay
8 years and more but less than 9 years	36 weeks' pay

Length of continuous service by staff member	Rate for calculation of amount of severance payment
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9 years and more but less than 10 years	39 weeks' pay
10 years and more but less than 11 years	42 weeks' pay
11 years and more but less than 12 years	45 weeks' pay
12 years and more	48 weeks' pay

All payments payable to the Trades and Services Staff member in accordance with this clause shall be based on the ordinary time earnings for the staff member concerned.

- 19.6 The sum payable to a Trades and Services Staff member pursuant to this clause shall not exceed the amount that would have been payable by way of fortnightly pay had the Trades and Services Staff member continued in employment to the expiry date of a fixed term contract. "Fortnightly pay" means the ordinary time earnings for the Trades and Services Staff member concerned each fortnight.
- 19.7 In the event that the University is able to obtain Suitable Alternative Employment for the Trades and Services staff member, the University shall not be liable to provide the notice and severance payments which would otherwise apply. In the event that the Trades and Services Staff member rejects an offer of Suitable Alternative Employment, the Vice-Chancellor may terminate the staff member by giving notice of termination as specified in section 170CM of the *Workplace Relations Act 1996*. Such notice will apply in lieu of any remaining notice to which the staff member may have otherwise been entitled, including any redundancy benefits due to the staff member.
- 19.8 This clause shall not apply to casual and/or probationary staff members.
- 19.9 A Trades and Services Staff member whose employment is terminated in accordance with this clause may terminate their employment during the notice period and shall be entitled to the same payments under this clause had he/she remained with the University until the expiry of such notice, provided that in such circumstances the Trades and Services Staff member will not be entitled to payment in lieu of notice.
- 20. TERMINATION OF EMPLOYMENT OTHER THAN REDUNDANCY**
- 20.1 Notice of termination will be in accordance with section 170CM of the *Workplace Relations Act*, provided that any greater period of notice specified in the Trades and Services Staff member's contract of employment or in this Agreement will continue to apply.
- 20.2 Notice shall not be required in relation to the termination of a staff member found to have engaged in serious misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the staff member concerned during the required period of notice, such as, but not limited to:
- theft;
 - fraud;
 - assault;
 - being intoxicated at work; or
 - refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.
- 20.3 The period of notice in this clause, shall not apply in the case of casual staff members, apprentices or staff members engaged for a specific period of time or for a specific task or tasks.
- 20.4 The notice of termination required to be given by a staff member is the same as that required of the University, save and except that there is no requirement on the staff member to give additional notice based on the age of the staff member concerned.
- 20.5 If a staff member fails to give notice the University has the right to withhold monies due to the staff member to a maximum amount equal to the ordinary time rate of pay for the period of notice.

20.6 Where the University has given notice of termination to a staff member, the staff member shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the staff member after consultation with the University.

20.7 The University shall, upon receipt of a request from a staff member whose employment has been or is to be terminated, provide to the staff member a written statement specifying the period of his or her employment and the classification of or type of work performed by the staff member.

21. WORK PERFORMANCE AND CONDUCT

21.1 The disciplinary process will include the following basic steps, the details of which are set out in the relevant existing University Policy:

- (a) Stage 1: Meeting with Supervisor involving an information counselling process;
- (b) Stage 2: First written warning – a first written warning will be issued if the matter is not resolved during Stage 1 or there is a need for further disciplinary action.
- (c) Stage 3: Second written warning – a second written warning will be issued if, following the first written warning, there is no improvement or substantial improvement has occurred, but not to the standard required.
- (d) Stage 4: Final written warning – a final written warning will be issued if, following the second written warning, there is no improvement or substantial improvement has occurred, but not to the standard required.
- (e) Stage 5: If the standard required is not achieved, disciplinary action, including transfer, demotion, withholding of salary increments for up to one year or dismissal may occur.

21.2 During this process the supervisor may choose to be assisted by a nominee of the Head of Department and the Trades and Services Staff member may choose to be assisted by a Representative.

21.3 Notwithstanding the provisions of this clause, the employment of any Trades and Services Staff member may be terminated without notice by the University for serious and wilful misconduct.

SECTION 3 – SALARIES AND RELATED MATTERS

22. CLASSIFICATIONS AND SALARY RATES

22.1 All Trades and Services Staff members will be classified in accordance with the Position Classification Standards.

22.2 Trades and Services Staff members will receive the salary increases summarised below:

- 2004 – 2% (1 March), 2% (1 September) and 1.5% (31 December), previously paid
- 2005 – 3.5% (1 September), previously paid
- 2006 – 3% (31 March), 3.5% (30 June)
- 2007 – 3% (31 March), 3% (30 September)
- 2008 – 3 % (31 March)

The adjusted minimum salary rates are set out in Schedule 2 to this Agreement.

23. APPRENTICE RATES

The base rates of pay for apprentices employed by the University will be determined as a percentage of the salary paid by the University to HEW level 3 staff at incremental step 1. The percentages to be applied for the determination of those rates of pay will be as follows:

1st year of apprenticeship – 50.0%

2nd year of apprenticeship – 60.0%

3rd year of apprenticeship – 75.0%

4th year of apprenticeship – 95.0%

The calculation of each of the above percentages will be made to the nearest five cents, any broken part of five cents in the result not exceeding two cents to be disregarded.

24. PERFORMANCE ENHANCEMENT

24.1 Objectives of the performance enhancement scheme are:

- To provide role clarity and reach agreement on annual goals and objectives of the position;
- To provide feedback to the staff member and supervisor on a regular basis throughout the annual cycle;
- To highlight developmental training needs for the individual relative to the position and for career development purposes;
- To formally review performance and achievement of agreed goals and objectives at the end of the cycle based on self-assessment and discussion with the supervisor and/or Head of the Administrative Unit;
- To plan goals and objectives and staff development/training activities for the next annual cycle; and
- Recognise and reward high performing staff.

24.2 The process

Incremental progression shall be based on an assessment in accordance with the following provisions:

- (a) The staff member and the supervisor shall meet to agree on goals and objectives to be pursued during the forthcoming annual cycle and to familiarise them with the requirements for future incremental progression.
- (b) Three months before the increment of a staff member falls due, or the anniversary of appointment in cases where the staff member has reached the top of the incremental scale for his/her classification, the supervisor shall convene a meeting at a mutually agreeable time, to discuss the staff member's performance over the past review period and to identify factors which demonstrate the staff member's enhancement and/or acquisition of relevant skills. This meeting shall also be used to identify skills which may need to be developed or acquired over the ensuing review period.
- (c) When a supervisor/Head of Administrative Unit is satisfied that the staff member's performance and development merits the granting of an increment for which he/she is eligible, that increment shall be paid at the appropriate due date.
- (d) An increment may be withheld if the supervisor/Head of Administrative Unit identifies factors where the staff member has not satisfactorily met the agreed goals and objective of the cycle under review. The supervisor/Head of Administrative Unit shall write a report which clearly identifies these factors and the improvement in performance and/or skills required to achieve these goals and objectives. The report shall be prepared and made available to the staff member as soon as possible after the meeting referred to in clause 24.2(b) above. A copy of the report will also be forwarded to the Head of the Administrative Unit and Divisional Director (Student and Staff Services).
- (e) One month before an increment falls due, the staff member who is in receipt of the advice pursuant to clause 24.2(d) above shall again meet with his/her supervisor/Head of Administrative Unit to discuss the issues identified. In the event that in the intervening period there has been no satisfactory progress towards the plan outlined in the report, the staff member will be advised of the reasons that an increment will be withheld, in writing.

24.3 This scheme is applicable to all staff members at HEW levels 1 and above inclusive of those at the top of their incremental scales.

24.4 A Trades and Services Staff member's entitlement to incremental progression will be based on the Trades and Services Staff member's performance being assessed as satisfactory by the Trades and Services Staff member's supervisor. Assessment of performance will be consistent with:

- whether the staff member has performed at an appropriate level;
- the Position Classification Standards relevant to the Trades and Services Staff member;

- equity and access policies of the University; and
- enabling or mitigating circumstances.

24.5 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the Trades and Services staff member has consistently exceeded the required performance level.

24.6 If the Trades and Services Staff member wishes to seek a review of the decision to withhold an increment, the Trades and Services Staff member may make written application to the relevant Divisional Director or Dean and a nominee of the Chairperson of the JCC drawn from the pool of elected staff members in accordance with clause 10 who shall consider the merits of the case.

25. HIGHER DUTIES

25.1 Where required by the University and accepted by the Staff Member, a Trades and Services Staff member who acts in a position of higher classification than that which the Trades and Services Staff member occupies shall be paid a higher duties allowance which shall be regarded as salary for calculating all other types of allowances including overtime. The minimum period of acting in a higher level position is 5 days.

25.2 For the purposes of determining the minimum periods as outlined above, holidays shall count when the acting at the higher level takes place both before and after the holiday.

25.3 The higher duties allowance shall be the difference between the Trades and Services Staff member's substantive salary and the minimum salary point of the higher level position provided that for a HEW level 4 not employed in grounds performing the full duties of a HEW level 5 position, the allowance shall be the difference between the substantive salary and the salary payable at incremental step 4 of the HEW 5 salary range. If the Trades and Services Staff member is not performing the full range of the duties of the higher level position, they shall be paid a pro rata amount.

25.4 A Trades and Services Staff member shall be eligible to receive an increment at the higher level position if they have served for a continuous period of twelve months at the higher level, or a total period of twelve months over a twenty-four month period.

25.5 If a Trades and Services Staff member is promoted to the higher level position, they shall not suffer any reduction in remuneration and shall be promoted on the same incremental level at which they were acting and any periods of acting at the higher level shall be taken into account in determining future increments

25.7 A Trades and Services Staff member who is acting in a higher level position shall be entitled to continue to receive a higher duties allowance when they proceed on paid leave or a rostered day off, other than long service leave, provided the acting in the higher level position would have continued but for the taking of leave.

25.8 When higher duties allowance payments are included in leave with pay in accordance with clause 25.7, the leave periods in respect of which the payments are included shall be service for the purpose of the granting of increments.

26. RECLASSIFICATION OF POSITIONS

26.1 Reclassification to a higher level occurs through progressive job redesign involving a significant degree of increased responsibility or job complexity. Reclassification relates to the position requirements and not the performance of the individual.

26.2 Where the requirements of the position indicate a reclassification of the position is appropriate, a position description is prepared in the preferred university format, signed by the staff member, approved by the supervisor and head of administrative unit, and then forwarded, with a letter of request for review of the classification, to the appropriate university officer. Requests for review of classification shall be dealt with and concluded expeditiously and ordinarily within six weeks of lodgement.

26.3 Reclassification to a higher level will normally be at the minimum step of the new level.

26.4 A staff member aggrieved by a review of classification decision may apply for a review of the decision, by the Classification Review Committee which will comprise the following members who will be trained in the use of the Position Classification Standards:

- (a) the nominee of the Vice-Chancellor;
- (b) a nominee of the Dean/Divisional Director of the area in which the Trades and Services Staff member is located; and
- (c) two nominees of Chairperson of JCC, drawn from a pool of elected staff members in accordance with clause 10.

All nominees will be selected in a timely fashion.

The application to the Classification Review Committee will attach the position description and the review proposal form for the Committee's reference. The Committee will review the application, taking into account relativities with other comparable positions across the University and any further information as determined by the Committee. Requests for review will be dealt with and concluded expeditiously and preferably within one month of lodgment.

26.5 This clause shall not have application to apprentices employed by the University.

27. LINKING

27.1 HEW levels 1 to 2

Trades and Services Staff members appointed to HEW level 1 shall have access to progression to HEW level 2 without promotion to a higher position where:

- they have the skill, achieved either through training or experience, or a combination of both, to warrant such progression; and
- they perform duties which require the skill levels at HEW level 2.

27.2 HEW levels 3 to 4

Trades and Services Staff members appointed to HEW level 3 shall have access to progression to HEW level 4 without promotion to a higher position where they can show:

- a requirement to perform, or demonstration of having performed in the current position, a range of duties which require the skill levels at the higher level (eg. multi-skilling); and
- attainment of the appropriate skill level, achieved through training or a combination of both, to warrant such progression; and
- effective performance as per the relevant Position Classification Standard level for at least one year.

28. PAYMENT OF SALARIES AND DEDUCTIONS

28.1 Salary will be paid fortnightly directly into any bank, building society or credit union account nominated by the staff member or, if the University so determines, by cheque. On the written authority of a staff member, the University will make deductions from a staff member's salary for employee superannuation contributions and may make other deductions at the staff member's request.

28.2 Trades and Services Staff members will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions and current annual leave and long service leave accruals but not the staff member's bank account details.

28.3 Where a pay-day falls on a public holiday observed by the University salaries shall be paid on the preceding day on which the university is open for business.

28.4 With 4 weeks' notice a Trades and Services Staff member shall be entitled to up to 12 weeks' advance payment for periods of paid leave in excess of 10 days.

28.5 Where a staff member's salary classification changes, that date of effect of the change will become the date for future incremental increases. Payment of salary increases will be made on or as soon as possible after the date of the increase. Where an increase has effect from 1 January payment may be made on the first pay-day in February.

28.6 Upon notification by the staff member, an underpayment to a staff member will be corrected in the next pay period or, by agreement between the staff member and the University in special circumstances or cases of hardship, within 2 days.

29. SALARY PACKAGING

29.1 A Trades and Services Staff member will be able to negotiate with the University an individual salary package to reduce the cash salary prescribed for the Trades and Services member's classification in Schedule 2 in favour of a mix of benefits and cash salary.

29.2 Benefits available under salary packaging are as determined from time to time by the University but may include payment of University car parking fees, childcare and gym membership, contribution to superannuation for Australian Universities and subscriptions to trade or professional associations for staff members.

29.3 Such a salary package will be set out in an agreement with the University which will specify matters as set out in University Policy regarding salary packaging, including:

- (a) That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in Schedule 2.
- (b) That periods of paid leave will be paid on the reduced cash salary and packaged benefits.
- (c) That the University, may elect, to discontinue salary packaging or offer the staff member a new salary package if legislative or other changes increase the cost of salary packaging for the University.
- (d) That any withdrawal from the Agreement by the Trades and Services Staff member shall be notified in writing to the University.

30. SUPERANNUATION

The University will maintain the current employer contributions and arrangements for superannuation that are in effect as of the date of certification of this Agreement, including UniSuper as the required recipient fund. Eligible staff members will be entitled to Award Plus superannuation contributions in accordance with the University policy on Award Plus contributions. These contributions will be consistent with the UniSuper Trust Deed.

31. COMPENSATION FOR CLOTHES AND INCIDENTALS

31.1 A staff member whose clothes, spectacles, or hearing aid(s) have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between the Trades and Services Staff member and the University.

31.2 A Trades and Services Staff member shall be reimbursed by the University to a maximum of \$1,093.00 for loss of clothes by fire or breaking and entering whilst securely stored at the University's direction in a room or building on the University's premises, job or workshop or in a lock-up.

32. FIRST AID ALLOWANCE

A Trades and Services Staff member who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body shall be paid a weekly allowance of \$9.80 if he/she is appointed by the University to perform first aid duty.

33. LEADING HAND ALLOWANCES

A Trades and Services Staff member who is receiving a leading hand allowance and has been in receipt of a leading hand allowance since at or before 29 January 2003 will continue to be paid his/her leading hand allowance in addition to salary until the Trades and Services Staff member ceases employment as a leading hand. No leading hand allowances are otherwise payable.

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

34. MEAL AND TEA BREAKS

- 34.1 A Trades and Services Staff member shall not be required to work for more than 5 hours continuously without a meal break. However, a staff member may elect to work up to six consecutive hours without such a break for a meal.
- 34.2 A meal break will be at least 30 minutes but not more than one hour.
- 34.3 Time taken as meal breaks shall not be paid for and shall not be counted as time worked.
- 34.4 Trades and Services Staff are given a paid 10-minute morning tea and afternoon tea break.
- 34.5 After working 10 hours on any day as one continuous period, including any ordinary time worked, a Trades and Services Staff member shall be entitled to an unpaid meal break of 30 minutes and to be paid an overtime meal allowance of \$16.10, provided that he/she is required to resume working overtime after that meal break.
- 34.6 If the overtime continues for a further 5 hours after the meal break, a further unpaid meal break of 30 minutes shall be taken and another overtime meal allowance of \$16.10 shall be paid, provided that the Trades and Services Staff member is again required to resume working overtime after that subsequent meal break.
- 34.7 Meal breaks may be deferred in emergency situations.

35. HOURS OF WORK

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

36. SPAN OF HOURS

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

37. OVERTIME

- 37.1 Overtime is:

All time worked either:

- outside the staff member's specified span of hours (where applicable); or
- in excess of 7.6 hours in a day plus any time worked for RDO accrual purposes; or
- in excess of 38 hours from midnight Sunday to midnight of the following Sunday.

- 37.2 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly payroll period.

- 37.3 Except where otherwise provided in this Agreement, the following rates shall apply for the payment of overtime:

Time Worked	Overtime Payment
Monday to Saturday inclusive	Time and a half for the first two hours and double time thereafter.*
Sunday	Double time.

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

37.4 Where a staff member has worked overtime subject to 37.5, he/she shall be paid for such overtime except where there is agreement between the staff member and his/her supervisor to take time off in lieu of payment of overtime.

37.5 A Trades and Services Staff member in receipt of a salary in excess of that prescribed for the top of the scale for HEW level 7 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.

37.6 The process for taking, and the method of calculation, of time off in lieu of overtime will be in accordance with the existing relevant University Policy.

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

38.1 A Trades and Services Staff member required to hold himself/herself in readiness to work after ordinary hours shall until released be paid standing-by time at the ordinary rate of pay from the time which he/she departs the premises of the University after he/she is told to hold himself/herself in readiness.

38.2 Where a Trades and Services Staff member is recalled to work overtime after leaving the University (whether notified before or after leaving the University) and he/she returns to the University to perform overtime, he/she shall be paid for a minimum of three hours' work at the appropriate rate(s) except:

- where it is customary for the staff member to return to the University's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of the Trades and Services Staff member's ordinary working hours;
- where overtime is worked on a Saturday and/or Sunday and it is not continuous with ordinary working hours;
- the Trades and Services Staff member shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period; and
- where more than one overtime attendance is involved in a three-hour period, the above minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

38.3 A Trades and Services Staff member will be given at least a ten-hour break (plus Reasonable Travelling Time) from completion of overtime duty without loss of pay for scheduled or ordinary duty commencing during such a break.

38.4 If a Trades and Services Staff member is not given a ten hour break (plus Reasonable Travelling Time) then he or she will be paid double time until he or she has a ten hour break.

38.5 The University may require a staff member to work reasonable overtime and the staff member will comply with the requirement, provided that the primary care-giving responsibilities of the staff member shall be taken into account.

39. WORK ON PUBLIC HOLIDAYS AND UNIVERSITY HOLIDAYS

A rate of double time and a half of ordinary time shall be paid for any and all work (including any overtime) performed by a trades and services staff member (including any casual trades and services staff member) on any of the days specified as a holiday under clause 47 or any other day as the University's Chancellor or Vice-Chancellor shall declare a holiday.

In the case of a casual trades and services staff member, the casual loading payable for time worked Monday to Friday will apply in addition to the holiday penalty rate of double time and half of ordinary time notwithstanding that the holiday worked may fall on a Saturday or Sunday.

40. PENALTY RATES NOT CUMULATIVE

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

SECTION 5 – LEAVE OF ABSENCE AND HOLIDAYS

41. ACCIDENT COMPENSATION LEAVE AND MAKE-UP PAY

- 41.1 A Trades and Services staff member who suffers injury causing partial or total incapacity for work and who receives compensation pursuant to the Workers Compensation Act 1958 and/or the Accident Compensation Act 1985, will be granted make up pay or leave for a maximum continuous or aggregate period of 52 weeks in respect of any one injury as follows:

Total injury	Leave at a rate of pay equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the amount of weekly compensation received by the staff member
Partial injury	Make-up pay by the University equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the sum of the amount of weekly compensation received by the staff member and the weekly amount the staff member is earning in the employment (whether with the University or another employer) in which the staff member is employed by reason of such partial incapacity.

The "rate of pay payable" herein will exclude any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred.

- 41.2 A Trades and Services staff member who suffers partial injury and can obtain suitable employment only with an employer other than the University will continue to be paid make-up pay by the University on condition that the staff member furnishes evidence to the University's satisfaction of the rate of weekly compensation and the rate of actual earnings he/she is receiving from the other employer, provided that there will be no entitlement to continued payment of make-up pay where the staff member was employed on a fixed-term contract by the University and the term of the contract expires.
- 41.3 Where a Trades and Services Staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of incapacitation leave provided for in this clause.
- 41.4 Where a Trades and Services Staff member receiving or who has received make-up pay has made a civil claim for damages in connection with the injury to which such make-up pay relates he/she will advise the University in writing and will, if required by the University, authorise it to obtain such information as is reasonably required regarding the progress of such claim from the staff member's solicitors.
- 41.5 Where a Trades and Services Staff member who has received make-up pay recovers damages against the University or another pursuant either to a judgment or settlement, which includes damages for loss of income in respect of the injury for which the staff member has received make-up pay, he/she will repay to the University such make-up pay as he/she has received from the University. Where the damages are recovered under a judgment and have been reduced for the contributory negligence of the staff member, the staff member will repay such amount of make-up pay as he/she has received from the University as is pro rata to the damages recovered having regard to such contributory negligence.
- 41.6 A Trades and Services Staff member who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the Workers Compensation Act 1958 and/or the Accident Compensation Act 1985 will have restored to his/her credit sick leave equal to the value of the sick leave taken in respect of his/her incapacity.
- 41.7 A Trades and Services Staff member who applies for leave under this clause may upon application be granted sick leave up to a maximum of the staff member's sick leave credits, to cover such absence, provided however that no staff member shall be concurrently entitled to sick leave and leave pursuant to this clause.
- 41.8 Sick leave granted shall be at a weekly rate not exceeding the sum of the following:
- The weekly value of the workers' compensation payment to which the Trades and Services Staff member may become entitled;
 - The weekly payment for which the staff member will be eligible if granted leave pursuant to this clause.

If sick leave is granted for a period and the Trades and Services Staff member is subsequently granted leave pursuant to this clause for the same period or part thereof on account of the same injury, sick leave will be restored to the staff member's credit equal to the period of overlap.

41.9 Whilst receiving accident compensation leave or make up pay, a Trades and Services Staff member will only be terminated in accordance with this Agreement and will not be terminated except for reasons totally unrelated to their workplace injury (including their status as a part-time employee).

42. LEAVE ENTITLEMENTS

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

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

42.3 All applications for leave must be accompanied by relevant documentary evidence satisfactory to the University that the staff member is entitled to the leave requested.

42.4 Leave entitlements and arrangements in this Agreement do not apply to casual staff, and no casual service will count as service in determining entitlements to leave or for any other purpose.

42.5 If agreement cannot be reached on the time of taking of annual leave, the time of taking excess long service leave, the approval of special paid or unpaid leave, or an application to return from parental leave to a voluntary reduced working year arrangement or a reduced fractional employment basis is declined, the Trades and Services Staff member may appeal the decision in accordance with the procedures prescribed by University Policy.

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

42.7 Provisions outlining the taking of, and application of, leave are set out in Schedule 5.

43. HOLIDAYS AND CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS

43.1 Staff members will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day, and such other day(s) as the Vice-Chancellor may declare.

43.2 Labour Day, Queen's Birthday, and Melbourne Cup Day are normal working days for Trades and Services Staff.

In compensation for working on those days, the University will pay Trades and Services Staff (other than casual staff) for all work performed on any of those days at the rate of time and a half of ordinary time and grant them one and one-third non-cumulative University holidays to be taken on the days falling between Christmas Day and New Year's Day (excluding any Saturday, Sunday or public holiday). A Trades and Services Staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu of these holidays, at the rate of one days' pay per each of those worked.

43.3 The shortfall of such days available between Christmas Day and New Year's Day will be granted by the University prior to the next closedown period.

43.4 Where 26 January falls on a Saturday or Sunday and/or 25 April falls on a Saturday or Sunday or on Good Friday, Easter Saturday, Easter Monday or Easter Tuesday, and the University's academic and general staff are granted substitute days off by the University, Trades and Services Staff shall be entitled to the same substitute days off for the Australia Day and Anzac Day holidays and a penalty rate of double time and a half of ordinary time shall be paid for any and all work performed on those substitute days off.

43.5 Where a holiday recognised by the University occurs on a rostered day off of a staff member and such a staff member does not work on that rostered day off, the staff member will be entitled to an additional day's leave (or, at the option of the University, payment at the rate for the day) in lieu of such holiday, such leave to be taken at a time mutually convenient to the staff member and the University.

43.6 Trades and services staff may be required to take an accrued RDO or a day's annual leave or leave without pay on a day falling between Christmas Day and New Year's Day (other than any Saturday, Sunday, public holiday, or non-cumulative University holiday) or on a day immediately before or immediately after the annual Christmas/New Year closedown period to ensure that they resume duty on the same date as their supervisors, where those supervisors are not Trades and Services Staff.

44. OCCUPATIONAL WELFARE LEAVE

44.1 Where, in the opinion of the University and/or the Trades and Services Staff member any of the following (or similar factors) is adversely affecting the Trades and Services Staff member's work performance:

- stress, including personal or relationship problems;
- health concerns;
- alcohol and/or drug dependency and/or compulsive gambling

the Trades and Services Staff member may, or the University may request, that the Trades and Services Staff member make application for leave with pay or without pay to undertake an approved rehabilitation or counselling treatment program.

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

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

45. VOLUNTARY REDUCED WORKING YEAR

45.1 A voluntary reduced working year scheme is available to all continuing and fixed-term Trades and Services Staff who wish to extend their leave options for personal and/or family responsibility reasons. A Trades and Services Staff member may apply to reduce his/her current working year by multiples of two weeks up to eight weeks, with salary proportionately reduced to fund an increase in additional paid leave over a 52 week period. This additional leave will not attract annual leave loading and must be taken during the 12-month term of the reduced working year arrangement. Such leave will be taken by application, except where the staff member gives at least 3 months' notice.

45.2 Operation of the scheme is subject to the following conditions:

- (a) Staff with any excess annual or long service leave balance under clauses 1 or 2 of Schedule 5 are not eligible to participate or remain in the scheme.
- (b) The term of the arrangement will be negotiated and may be varied by either the University or the Trades and Services Staff member, subject to three months' notice or shorter notice by the Trades and Services Staff member where agreed by the University.
- (c) Leave accrued during the term of the scheme will be paid at the reduced rate provided that:
 - leave accrued prior to the scheme will be available at the rate at which it accrued;
 - long service leave will be paid at the average service fraction over the leave accrual period;
 - staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.
- (d) Clauses 1.2-1.4 and clauses 1.6 – 1.7 of Schedule 5 will not apply and all annual leave accrued during the term of the reduced working year arrangement must be taken during that 12-month period.

SECTION 6 – MISCELLANEOUS ITEMS

46. PROVISION OF UNIFORMS AND PROTECTIVE CLOTHING

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

47. TOOLS AND MATERIALS

In the absence of any allowance paid, the University shall supply all tools and materials necessary for the work required to be performed by Trades and Services Staff members.

48. TIME AND WAGES BOOK

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

48.2 The time and wages record for any staff member shall be open for inspection to that staff member, and the staff member shall be entitled to take a copy of entries relating to any suspected breach of this Agreement, during the usual office hours of the University at the relevant office of the University or other convenient place.

49. TRAINING

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

50. NOTICEBOARD

The University shall permit a noticeboard(s) to be erected for Trades and Services Staff to post notices where they are signed with the approval of the University. A duly authorised representative of the Unions a party to this Agreement may post any official notice in relation to the employment of Trades and Services Staff on the noticeboard(s). Staff Representatives on committees under this Agreement may post notices relating to Trades and Services Staff on the noticeboard(s).

51. INCLEMENT WEATHER

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

52. WASHING TIME

Washing time will be in accordance with existing University Policy.

PART 3 – CONDITIONS APPLYING ONLY TO BUILDING AND METAL TRADES STAFF

This Part 3 only applies to the following categories of Trades and Services Staff:

- Carpenters;
- Electricians;
- Fitters;
- Oiler/Greasers;
- Painters;
- Plant Attendants;
- Plumbers;
- Store Attendants (as defined under clause 3); and
- Trade Assistants

Those staff are entitled to the provisions in this Part 3, in addition to the conditions in Parts 1 and 2. Where provisions in this Part 3 are inconsistent with Parts 1 and/or 2, the provisions in this Part will prevail to the extent of any inconsistency.

53. SPECIAL RATES

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

The JCC will periodically discuss the rates payable under this clause at least annually. Any such discussions shall take into account similar special rates payable under relevant certified agreements and/or awards operative within the higher education industry. The JCC will then provide advice to the University on suggested rates payable, for the University's consideration and decision. Where the University agrees, the rates payable may be adjusted and those adjusted rates shall apply as if they were rates prescribed by this Agreement.

53.1 Asbestos work

Staff members required to use materials containing asbestos or to work in close proximity to staff members using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such staff members shall be paid 44 cents per hour extra whilst so engaged.

53.2 Cold places

A staff member working for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid 36 cents per hour or part thereof.

53.3 Confined space

A staff member required to work in a confined space shall be paid 43 cents per hour. For the purposes of this clause, "confined space" means a compartment space, or place the dimensions of which necessitate a staff member working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space inside boilers, steam drums, mud drums, fire boxes or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

53.4 Dirty work

A staff member engaged in unusually dirty work shall be paid 35 cents per hour.

53.5 Height work

A staff member engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers, or other structures at a height in each case of 15 metres or more directly above the nearest horizontal plane shall be paid 54 cents per hour.

53.6 Hot places

A staff member working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius shall be paid 35 cents per hour. In places where the temperature exceeds 54 degrees Celsius, the staff member shall be paid 40 cents per hour or part thereof.

53.7 Insulation handling

A staff member handling insulwool, slagwool, aluminium foil insulation or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof shall be paid 40 cents per hour.

53.8 Welding work

A staff member shall be paid \$12.92 per week for oxy-acetylene or electrical welding.

53.9 Wet work

A staff member working in any place where water is continually dripping on the staff member so that clothing and boots become wet, or where there is water underfoot, shall be paid 36 cents per hour whilst so engaged.

54. WAITING TIME AND PRESENTING FOR WORK

A staff member who is required to attend for work and is kept waiting to commence work by instructions of the University or its representative, shall be paid at his/her ordinary rate of pay for the time he/she is so kept waiting. A Trades and Services Staff member,

upon first presenting himself/herself for work in his/her current employment and not being required, shall be entitled to at least eight hours' work or payment therefore at ordinary rates plus any applicable allowances.

55. OVERTIME AND CRIB TIME

A Trades and Services Staff member working overtime shall be allowed crib time of 20 minutes after each four hours of overtime worked provided that the staff member continues work after each crib time. Such crib time shall be paid for at the ordinary hourly rate.

56. RECALL TO DUTY

Where a Trades and Services Staff member subject to this Part is recalled to work in accordance with clause 35.10, he/she shall be entitled to be paid for a minimum of four hours' work at the appropriate rate(s).

57. PAYMENT OF TRADES LICENCE

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

58. EMPLOYEE ACTING ON PLUMBER'S LICENCE ALLOWANCE

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

59. ELECTRICAL COMPLIANCE SAFETY CERTIFICATE SYSTEM

59.1 All licensed Electricians as defined by the Office of the Chief Electrical Inspector will be paid an all purpose allowance of \$25.00 per fortnight.

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

60. PLUMBING REGISTRATION

60.1 All registered Plumbers as defined by the Plumbing Industry Commission will be paid an all purpose allowance of \$25.00 per fortnight.

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

61. HIGH VOLTAGE OPERATORS LICENCE ALLOWANCE

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

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

62. HIGH VOLTAGE AVAILABILITY OPERATOR DUTY

62.1 The position of Availability Operator will be rostered between the High Voltage Operators nominated by the University. The High Voltage Operators so rostered will be in accordance with University Policy and be paid an allowance of \$36.70 per week for as long as they remain a part of the roster but will have no entitlement to an additional payment for standing by in accordance with clause 37.

62.2 Where the Availability Operator is required to use his/her own vehicle to attend a call-out, an allowance for each kilometre travelled will be paid in accordance with the following:

- 45.9 cents per kilometre where the vehicle engine capacity is 1.6 litres or less;
- 54.9 cents per kilometre where the vehicle engine capacity is over 1.6 litres but 2.6 litres or less; or
- 55.8 cents per kilometre where the vehicle engine capacity is over 2.6 litres.

62.3 The Availability Operator will be paid at the applicable overtime rates for all time worked on call-out with a minimum payment of four hours for each call-out and normal ten-hour rest period provisions will apply.

63. ANNUAL LEAVE FOR CARPENTERS, PAINTERS AND PLUMBERS

In addition to their annual leave entitlement as prescribed under clause 42, Carpenters, Painters and Plumbers employed by the University prior to 31 December 2003 shall be entitled to an extra two days (15.2 hours) of annual leave.

64. AMENITIES

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

PART 4 – CONDITIONS APPLYING TO GROUNDS AND GARDENING STAFF

This Part shall apply to all trades and services staff engaged as grounds and/or gardening staff.

Those staff are entitled to the provisions in this Part 4, in addition to the conditions in Parts 1 and 2. Where provisions in this Part 4 are inconsistent with Parts 1 and/or 2, the provisions in this Part will prevail to the extent of any inconsistency.

65. MISCELLANEOUS PROVISIONS

- 65.1 The higher duties allowance payable in clause 25.3 and clause 25.4 for a HEW 4 Trades and Services Staff member employed in gardens performing higher duties at the HEW 5 level is the first increment of HEW 5.
- 65.2 A Trades and Services Staff member using toxic substances or materials of a like nature shall be paid 60 cents per hour extra for the disability incurred in wearing the appropriate protective clothing and equipment. For the purposes of this clause, toxic substances shall include any herbicide, fungicide, insecticide, miticide, nematocide, or ovicide.

SCHEDULE 1 – LIST OF REGISTERED ORGANISATIONS BOUND

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

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

Construction, Forestry, Mining, and Energy Union

National Tertiary Education Industry Union

SCHEDULE 2 – SALARIES

HEW Level	Column 1 Salary rates ffppoa 1/3/03	Column 2 Stage 1 salary adjust- ment - 2% ffppoa 1/3/04	Column 3 Stage 2 salary adjust- ment - 2% ffppoa 1/9/04	Column 4 Stage 3 salary adjust- ment - 1.5% ffppoa 1/1/05	Column 5 Stage 4 salary adjust- ment - 3.5% ffppoa 1/9/05	Column 6 Stage 5 salary adjust- ment - 3% ffppoa 31/3/06	Column 7 Stage 6 salary adjust- ment - 3.5% ffppoa 30/6/06	Column 8 Stage 7 salary adjust- ment - 3% ffppoa 31/3/07	Column 9 Stage 8 salary adjust- ment - 3% ffppoa 30/9/07	Column 10 Stage 9 salary adjust- ment - 3% ffppoa 1/3/08
HEW 1										
Step 3	\$27,084	\$27,626	\$28,179	\$28,602	\$29,603	\$30,491	\$31,558	\$32,505	\$33,480	\$34,484
Step 2	\$27,637	\$28,190	\$28,754	\$29,185	\$30,206	\$31,112	\$32,201	\$33,167	\$34,162	\$35,187
Step 1	\$28,191	\$28,755	\$29,330	\$29,770	\$30,812	\$31,736	\$32,847	\$33,832	\$34,847	\$35,892
HEW 2										
Step 3	\$29,239	\$29,824	\$30,420	\$30,876	\$31,957	\$32,916	\$34,068	\$35,090	\$36,143	\$37,227
Step 2	\$29,824	\$30,420	\$31,028	\$31,493	\$32,595	\$33,573	\$34,748	\$35,790	\$36,864	\$37,970
Step 1	\$30,409	\$31,017	\$31,637	\$32,112	\$33,236	\$34,233	\$35,431	\$36,494	\$37,589	\$38,717
HEW 3										
Step 7	\$30,777	\$31,393	\$32,021	\$32,501	\$33,639	\$34,648	\$35,861	\$36,937	\$38,045	\$39,186
Step 6	\$31,393	\$32,021	\$32,661	\$33,151	\$34,311	\$35,340	\$36,577	\$37,674	\$38,804	\$39,968
Step 5	\$32,009	\$32,649	\$33,302	\$33,802	\$34,985	\$36,035	\$37,296	\$38,415	\$39,567	\$40,754
Step 4	\$32,654	\$33,307	\$33,973	\$34,483	\$35,690	\$36,761	\$38,048	\$39,189	\$40,365	\$41,576
Step 3	\$33,301	\$33,967	\$34,646	\$35,166	\$36,397	\$37,489	\$38,801	\$39,965	\$41,164	\$42,399
Step 2	\$33,967	\$34,646	\$35,339	\$35,869	\$37,124	\$38,238	\$39,576	\$40,763	\$41,986	\$43,246
Step 1	\$34,645	\$35,338	\$36,045	\$36,586	\$37,867	\$39,003	\$40,368	\$41,579	\$42,826	\$44,111
HEW 4										
Step 4	\$35,392	\$36,100	\$36,822	\$37,374	\$38,682	\$39,842	\$41,236	\$42,473	\$43,747	\$45,059
Step 3	\$36,102	\$36,824	\$37,560	\$38,123	\$39,457	\$40,641	\$42,063	\$43,325	\$44,625	\$45,964
Step 2	\$36,933	\$37,672	\$38,425	\$39,001	\$40,366	\$41,577	\$43,032	\$44,323	\$45,653	\$47,023
Step 1	\$37,855	\$38,612	\$39,384	\$39,975	\$41,374	\$42,615	\$44,107	\$45,430	\$46,793	\$48,197
HEW 5										
Step 8	\$38,472	\$39,241	\$40,026	\$40,626	\$42,048	\$43,309	\$44,825	\$46,170	\$47,555	\$48,982
Step 7	\$39,241	\$40,026	\$40,827	\$41,439	\$42,889	\$44,176	\$45,722	\$47,094	\$48,507	\$49,962
Step 6	\$40,040	\$40,841	\$41,658	\$42,283	\$43,763	\$45,076	\$46,654	\$48,054	\$49,496	\$50,981
Step 5	\$40,840	\$41,657	\$42,490	\$43,127	\$44,636	\$45,975	\$47,584	\$49,012	\$50,482	\$51,996
Step 4	\$41,643	\$42,476	\$43,326	\$43,976	\$45,515	\$46,880	\$48,521	\$49,977	\$51,476	\$53,020
Step 3	\$42,473	\$43,322	\$44,188	\$44,851	\$46,421	\$47,814	\$49,487	\$50,972	\$52,501	\$54,076
Step 2	\$43,322	\$44,188	\$45,072	\$45,748	\$47,349	\$48,769	\$50,476	\$51,990	\$53,550	\$55,157

HEW Level	Column 1 Salary rates ffppoa 1/3/03	Column 2 Stage 1 salary adjust- ment - 2% ffppoa 1/3/04	Column 3 Stage 2 salary adjust- ment - 2% ffppoa 1/9/04	Column 4 Stage 3 salary adjust- ment - 1.5% ffppoa 1/1/05	Column 5 Stage 4 salary adjust- ment - 3.5% ffppoa 1/9/05	Column 6 Stage 5 salary adjust- ment - 3% ffppoa 31/3/06	Column 7 Stage 6 salary adjust- ment - 3.5% ffppoa 30/6/06	Column 8 Stage 7 salary adjust- ment - 3% ffppoa 31/3/07	Column 9 Stage 8 salary adjust- ment - 3% ffppoa 30/9/07	Column 10 Stage 9 salary adjust- ment - 3% ffppoa 1/3/08
Step 1	\$44,190	\$45,074	\$45,975	\$46,665	\$48,298	\$49,747	\$51,488	\$53,033	\$54,624	\$56,263
HEW 6										
Step 5	\$44,626	\$45,519	\$46,429	\$47,125	\$48,774	\$50,237	\$51,995	\$53,555	\$55,162	\$56,817
Step 4	\$45,518	\$46,428	\$47,357	\$48,067	\$49,749	\$51,241	\$53,034	\$54,625	\$56,264	\$57,952
Step 3	\$46,442	\$47,371	\$48,318	\$49,043	\$50,760	\$52,283	\$54,113	\$55,736	\$57,408	\$59,130
Step 2	\$47,367	\$48,314	\$49,280	\$50,019	\$51,770	\$53,323	\$55,189	\$56,845	\$58,550	\$60,307
Step 1	\$48,167	\$49,130	\$50,113	\$50,865	\$52,645	\$54,224	\$56,122	\$57,806	\$59,540	\$61,326
HEW 7										
Step 6	\$49,245	\$50,230	\$51,235	\$52,004	\$53,824	\$55,439	\$57,379	\$59,100	\$60,873	\$62,699
Step 5	\$50,230	\$51,235	\$52,260	\$53,044	\$54,901	\$56,548	\$58,527	\$60,283	\$62,091	\$63,954
Step 4	\$51,243	\$52,268	\$53,313	\$54,113	\$56,007	\$57,687	\$59,706	\$61,497	\$63,342	\$65,242
Step 3	\$52,260	\$53,305	\$54,371	\$55,187	\$57,119	\$58,833	\$60,892	\$62,719	\$64,601	\$66,539
Step 2	\$53,306	\$54,372	\$55,459	\$56,291	\$58,261	\$60,009	\$62,109	\$63,972	\$65,891	\$67,868
Step 1	\$54,014	\$55,094	\$56,196	\$57,039	\$59,035	\$60,806	\$62,934	\$64,822	\$66,767	\$68,770
HEW 8										
Step 6	\$55,400	\$56,508	\$57,638	\$58,503	\$60,551	\$62,368	\$64,551	\$66,488	\$68,483	\$70,537
Step 5	\$56,506	\$57,636	\$58,789	\$59,671	\$61,759	\$63,612	\$65,838	\$67,813	\$69,847	\$71,942
Step 4	\$57,646	\$58,799	\$59,975	\$60,875	\$63,006	\$64,896	\$67,167	\$69,182	\$71,257	\$73,395
Step 3	\$58,784	\$59,960	\$61,159	\$62,076	\$64,249	\$66,176	\$68,492	\$70,547	\$72,663	\$74,843
Step 2	\$59,953	\$61,152	\$62,375	\$63,311	\$65,527	\$67,493	\$69,855	\$71,951	\$74,110	\$76,333
Step 1	\$61,154	\$62,377	\$63,625	\$64,579	\$66,839	\$68,844	\$71,254	\$73,392	\$75,594	\$77,862
HEW 9										
Step 4	\$64,632	\$65,925	\$67,244	\$68,253	\$70,642	\$72,761	\$75,308	\$77,567	\$79,894	\$82,291
Step 3	\$65,924	\$67,242	\$68,587	\$69,616	\$72,053	\$74,215	\$76,813	\$79,117	\$81,491	\$83,936
Step 2	\$67,248	\$68,593	\$69,965	\$71,014	\$73,499	\$75,704	\$78,354	\$80,705	\$83,126	\$85,620
Step 1	\$68,603	\$69,975	\$71,375	\$72,446	\$74,982	\$77,231	\$79,934	\$82,332	\$84,802	\$87,346
HEW 10										
Step 1	\$69,249	\$70,634	\$72,047	\$73,128	\$75,687	\$77,958	\$80,687	\$83,108	\$85,601	\$88,169

"ffppoa" means first pay period on or after.

SCHEDULE 3 – LEAVE ENTITLEMENTS

All paid and unpaid leave as referred to in clause 42.

Purpose of leave	Application and eligibility	Leave entitlement
<p>Staff member applying for leave must specify it is for the purpose listed below.</p>	<p>All staff members are eligible for the entitlements in this Table provided that for any specific category of leave, the staff member has been or is:</p>	<p>A staff member's entitlement is subject to the conditions set out in clause 42 and Schedules 4 and 5 of the Agreement.</p>
<p>(a) Annual leave</p>		<p>Twenty paid working days for each completed year of service, which can accumulate up to 30 days.</p>
	<p>7 day-shift workers</p>	<p>An additional 5 paid days where the rostered shifts include at least 10 Sundays in the accrual period, and an additional ½ day for each Sunday worked if less than 10 Sundays.</p>
<p>(b) Sick leave Unable to perform his/her duties due to an illness or injury</p>		<p>15 paid days for each year of service which shall accumulate if not taken.</p>
<p>(c) Carer's leave To care for a family member</p>		<p>Up to 5 paid days of sick leave in any calendar year, and, by arrangement with the University up to 5 single days of annual leave or make up time by performing additional work at ordinary time to make up for time lost.</p>
<p>(d) Isolation leave Has a contracted disease or is isolated on the direction of a medical practitioner</p>		<p>Paid leave for the required period of isolation.</p>
<p>(e) Repatriation leave Absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs</p>	<p>Engaged in war service.</p>	<p>Up to 15 paid days during each year of service, cumulative up to 100 days.</p>
<p>(f) Long service leave</p>	<p>At least seven years of recognised service</p>	<p>9.1 paid weeks after seven years of service and at the rate of 1.3 weeks for every additional year thereafter.</p>
<p>(g) Jury Service For serving on a jury</p>	<p>Called for jury service</p>	<p>Paid leave for the duration of attendance.</p>
<p>(h) Fire fighting and emergency assistance leave Fire-fighting or other forms of emergency assistance.</p>	<p>A member of a voluntary organisation, or responds to an appeal for emergency purposes</p>	<p>Paid leave for the duration of the participation in the emergency activity, plus one day of recovery leave on completion.</p>
<p>(i) Defence Reserve Forces Leave Attendance at annual training camp, schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces.</p>	<p>A member of the Defence Reserve Forces</p>	<p>In any calendar year, 14-18 paid days for an annual camp and up to 14 paid days for other purposes.</p>
<p>(j) Blood donor leave</p>		<p>Paid leave for the period required.</p>

For donating blood.		
(k) Compassionate leave Death or serious illness of a family member		3 days paid leave on each occasion, provided that additional paid leave may be granted due to special circumstances such as extensive travel.
(l) Court appearances leave Appearance in a court case.	<i>Subpoenaed to appear as a crown witness, or to give evidence.</i>	Paid leave for the period required where the matter is directly related to his/her employment or the staff member appears as a Crown witness, and unpaid leave for any other matter.
(m) Parental Leave (Maternity) Birth and care of a child	A birth mother with continuous service of:	Paid leave for a continuous period of 14 weeks (to conclude no later than 14 weeks following the birth) and additional leave of 38 weeks at 60% of pay. The 38 week leave period may be converted to other options under the return to work scheme.
	• at least 24 months;	
	• 12 –24 months;	Paid leave for a continuous period of 14 weeks (to conclude no later than 14 weeks following the birth) and additional leave at the rate of 3.16 weeks for each completed month of service between 12 and 24 months at 60% of pay.
	• less than twelve months	Paid leave for a continuous period at the rate of 1.16 weeks for each month of service and to conclude no later than 14 weeks following the birth.
	Period of paid leave is exhausted	Additional unpaid leave taken within 52 weeks of the commencement of maternity leave which will bring the aggregate period of paid and unpaid leave to a maximum of 52 weeks
(n) Parental Leave (Adoption) Adoption of a child	Approved applicant for the adoption of a child:	
	• under 12 months;	• Maternity leave <i>mutatis mutandis</i> .
	• 12 months or over.	• 50% of the maternity leave entitlement <i>mutatis mutandis</i> .
(o) Parental Leave (Spouse/Partner Birth) Birth and care of a child born to the staff member's partner.	• Responsibility for the on-going care of a child born to his/her domestic partner • Absent to assist the birth mother immediately before or after the birth.	• Continuous unpaid leave for up to 52 weeks to be taken within 12 months after the birth. • 5 paid days to be taken within the period commencing one week prior to the expected date of birth and concluding not later than 6 weeks after the birth.
(p) Arbitration Leave Preparation or conducting a case in an Industrial Relations Commission.	Up to two staff members for the same case.	In any calendar year, paid leave for the conduct of the case and unpaid leave of up to three months for the preparation of the case.
(q) Religious leave For the observance of religious occasions		Unpaid leave for up to 3 days in any one calendar year.
(r) Ceremonial leave Preparing for, or attending to community organisation business and relevant cultural duties and celebrations.	Identified as, is accepted as a member of the Aboriginal or Torres Strait Islander community.	On prior application of at least 14 days prior, up to 5 days paid leave plus 10 days unpaid leave per calendar year.

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

SCHEDULE 4 – PRIOR SERVICE

1. RECOGNITION OF SERVICE

- 1.1 Where the Trades and Services Staff member claims recognition of prior service for long service leave purposes, the University will notify the staff member of the amount of recognised service as soon as possible but no later than 12 months after the date of appointment. Where previous service is recognised the University may require that the staff member complete up to 3 years' service with the University before long service leave may be taken.
- 1.2 Prior service with the following employers will be recognised (subject to application within 6 months of appointment) for up to 10 years:
- (a) Any Australian University or TAFE Institutes;
 - (b) The Commonwealth or any State/Territory Public Service and instrumentalities including the armed forces and bodies with which the Public Services have reciprocal relations as published from time to time in the regulations of the Public Service.
 - (c) Institutions listed in Schedule 2 of the Post-Secondary Education Act which have agreed to reciprocity of recognition of service for long service eligibility purposes.
 - (d) Other employers by negotiation between the staff member and the University at the time of the staff member's appointment.
 - (e) The aggregate of any periods of non-continuous recognised service;
 - (f) Service with CSIRO, Monash University companies, Australian inter-university bodies (e.g. AV-CC) and the TAFE Board (general staff only).
- 1.3 The following will not count as service for long service leave purposes:
- (a) Any period of service subsequent to the date from which a pension is payable under the provision of the Superannuation Act or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health;
 - (b) Any period of service for which payment in lieu of long service leave has been made by a previous employer or which a staff member has an entitlement to payment in lieu by a previous employer, provided that any such period of service will be included for the purpose of satisfying the requirement that a minimum of ten years be served before long service leave may be taken.
- 1.4 Sick leave credits with employers recognised for long service leave prior service purposes will be transferable up to a maximum of 30 days, and previous service with the University will be counted for sick leave purposes provided any break in service does not exceed 12 months.

SCHEDULE 5 – APPLICATION OF LEAVE

1. APPLICATION OF ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- 1.1 Leave may be taken at a time agreed between the Trades and Services Staff member and the relevant supervisor, and up to twenty days leave may be granted in advance of the date on which the entitlement accrues. The staff member shall be entitled to take his/her full accrued entitlement as a single continuous period.
- 1.2 Subject to clause 1.7 of this Schedule, where a Trades and Services Staff member ceases employment with the University payment in lieu of annual leave credits up to a maximum of 30 days will be paid on termination, provided that where termination of employment is due to the Trades and Services Staff member's death such payment will be made to the Trades and Services Staff member's estate. Payment in lieu up to a maximum of 30 days will be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.
- 1.3 Trades and Services Staff will be notified when their annual leave balance is within 5 days of their maximum accrual set out in clause 1.7 of this Schedule and within two weeks of such notice will submit a proposal to their supervisor, for reducing the leave balance which will normally be accepted. In the absence of agreement or if the Trades and Services Staff member fails to submit a proposal within the required time, the Trades and Services Staff member will take annual leave at the direction of the University and his/her leave balance will be adjusted accordingly.
- 1.4 Subject to both the notification and direction of the University being made to the Trades and Services Staff member, by operation of this Agreement, Trades and Services Staff will be deemed to have been directed to take and to have taken any excess annual leave balance (i.e. greater than the maximum accrual).
- 1.5 All Trades and Services Staff members shall be entitled to 17.5 per cent of the Trades and Services Staff member's ordinary time earnings for the period of leave accrued, payable in the pay period in which 15 December occurs, with a maximum payment equal to the Australian Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the date of accrual.
- 1.6 Staff members may volunteer, in January each year, to receive three and one-half (3.5) days' leave in addition to annual leave. In return they will forfeit their entitlement to payment of annual leave loading in the year in which the leave is taken. These three and a half extra days leave will be taken in accordance with normal University leave processes, but are non-cumulative and must be taken prior to 31 December in any given year. Exit from the scheme is open only in January each year. The additional three and one-half (3.5) days' leave granted will not attract penalty rates if staff work on any one of these days.
- 1.7 A staff member's maximum entitlement to accrue annual leave shall be limited to 30 working days, subject to this clause. The maximum entitlement to annual leave for a staff member whose ordinary hours of duty are performed over 7 days a week including Sundays and holidays shall be limited to the following:
- (a) 37.5 working days where the rostered time of ordinary duty of the staff member includes at least 10 Sundays during the period of annual leave accrual of the staff member; or
 - (b) 30 working days where the rostered time of ordinary duty of the staff member includes less than 10 Sundays during the period of annual leave accrual of the staff member plus an extra 0.75 of a working day in respect of each Sunday so rostered.

2. APPLICATION OF LONG SERVICE LEAVE

- 2.1 A Trades and Services Staff member is entitled to choose the time for taking long service leave provided that at least six months' written notice is given, or a lesser time if agreed by the University, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A Trades and Services Staff member may apply for leave on full pay; double the period of leave on half pay; or, until the nominal expiry date of this Agreement, half the period of leave on double pay provided the long service leave balance is 19.5 weeks or more.
- 2.2 A staff member who has a long service leave balance in excess of 15.6 weeks (592.8 hours) at the end of any calendar year will be formally requested by his/her supervisor to enter into an agreement that will specify when, prior to the end of that calendar year, sufficient leave will be taken to avoid the accumulated leave exceeding 15.6 weeks (592.8 hours). The University may deem a Trades and Services Staff member to be on long service leave where his or her balance is in excess of 15.6 weeks at either 1 February or 1 August in any year.

- 2.3 Where a staff member's time fraction has varied, the staff member may choose to be paid in accordance with one of the following options:
- (a) at the ordinary rate of pay with leave entitlements adjusted pro rata for any variations in fraction during the accrual period; or
 - (b) the ordinary rate of pay adjusted to the average fraction over the accrual period as at the date of commencement of leave.
- 2.4 Payment in lieu of long service leave calculated on a daily basis equivalent of 1.3 weeks per annum will be paid when the staff member's employment with the University is terminated in following circumstance:
- (a) After seven years or more service, including recognised service with another employer;
 - (b) After four years' service on the grounds of age retirement, ill-health or death.

3. SICK LEAVE

- 3.1 On commencement of appointment a Trades and Services staff member will be credited with 30 days sick leave for appointments of 24 months or more and pro rata for appointments of less than 24 months.
- 3.2 For absences in excess of either 3 consecutive days (including weekends and public holidays) or 6 aggregate days in any working year, a Trades and Services staff member will be required to provide satisfactory evidence of illness or incapacity.
- 3.3 A Trades and Services Staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of a medical certificate or statutory declaration that he/she was ill for two or more consecutive days during the period of leave.
- 3.4 A staff member may convert sick leave on full pay to sick leave on half pay at any time.
- 3.5 Where a period of illness exceeds the staff member's sick leave credited entitlements, the University may approve sick leave in advance, provided the period of advanced leave will be accrued within the period of appointment.

4. CARER'S LEAVE

For the purposes of Carer's Leave, family member shall mean either:

- (a) a member of the Trades and Services Staff member's household; or
- (b) a member of the Trades and Services Staff member's immediate family.

"Immediate family" includes spouse, child, parent, grandparent, grandchild, sibling, or any other person with whom the University is satisfied that the staff member has a bona fide immediate family relationship.

"Spouse" includes spouse, de facto spouse, former spouse, and former de facto spouse.

"De facto spouse" means a person of the opposite or same sex who lives with the staff member as husband, wife or partner of the staff member on a bona fide domestic basis although not legally married to that person.

"Child" includes a dependent or adult child (including an adopted, step or ex-nuptial child).

5. APPLICATION OF OTHER LEAVE

- 5.1 The approval of ceremonial or sporting leave is subject to application at least 2 weeks prior to the intended commencement of leave.
- 5.2 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a Trades and Services Staff members' annual or long service leave credits for any jury service attendance.

6. APPLICATION OF PARENTAL LEAVE

- 6.1 Four weeks' notice of parental leave will be required.
- 6.2 Incremental advancement shall continue during Parental Leave.

Maternity Leave and Adoption Leave

- 6.3 Maternity leave will commence no earlier than 6 weeks prior to an expected birth date unless medical evidence recommends otherwise. On at least 14 days' notice, a supervisor may direct a pregnant Trades and Services Staff member to commence maternity leave at any time within 6 weeks prior to the expected birth date. All adoption and maternity leave on full pay must be taken as a continuous period.
- 6.4 A staff member's annual leave management obligations under clause 1 of this Schedule continue to apply regardless of any absence on parental leave.

Return to Work After Maternity Leave, Adoption Leave or Parental Leave (Spouse/Partner Birth)

- 6.5 At the end of a period of paid or unpaid Maternity Leave, Adoption Leave or Parental Leave (Spouse/Partner Birth) a Trades and Services 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 the leave subject to the provision of at least 4 weeks' prior confirmation of return.
- 6.6 With 6 weeks' notice prior to return, a Trades and Services Staff member returning from parental leave and who remains as the child's primary caregiver may request a reduced working year arrangement in accordance with Clause 51, or a reduced fraction for a specified period of time.

38 Weeks Maternity Leave (Return to Work Conversion Option)

- 6.7 At the time of applying for leave, a staff member entitled to 38 weeks' leave at 60% of pay (or a monthly pro rata equivalent) in accordance with Schedule 3, paragraph (m) who intends to return to work prior to the expiry of some or all of the 38 week period, may choose to use the unexpired period (or its equivalent cash value) for any of the following return to work options:
 - (a) Returning to work on a reduced fraction at full salary, subject to having taken at least 26 weeks' paid parental leave, for the duration of the unexpired period or until the staff member returns to his/her substantive fraction, whichever is the earlier.
 - (b) Payment of the unexpired period as a lump sum, a fortnightly allowance or child care fees for University-provided child care (subject to the staff member assuming liability for any FBT costs)
 - (c) Where the staff member reduces his/her intended period of parental leave with the University's agreement, banking of the unexpired period for use as salary payment during any future period of unpaid parental leave, with payment at the ordinary rate of pay applying when the banked leave is taken.
- 6.8 The staff member may change his/her election on 14 days' written notice and the University may charge the staff member an administration fee to cover any costs incurred. Any unused portion of the staff member's entitlement to leave at 60% of pay remaining at the termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

Right to Share 38 Weeks Leave with Spouse

- 6.9 Where a staff member and his or her spouse are employed by the University and share primary care responsibility for the child, either staff member may use some or all of the 38 weeks leave at 60% pay, provided that the combined entitlement taken by both partners will be limited to a maximum of 38 weeks subject to the adoption leave limitation in Schedule 3, paragraph (n).

Return to Work Deed

- 6.10 A staff member shall enter into a return to work deed as a condition of payment for some or all of the 38 weeks leave at 60% of pay available under Schedule 3.

- 6.11 Such a deed will specify that return to work must be for a period equivalent to the period of leave at 60% of pay (or the value of any return to work conversion option) taken, and the staff member will repay any shortfall in the event of resignation prior to this period's expiry, with any balance outstanding to be deducted from any entitlements otherwise due to the staff member on resignation.
- 6.12 A staff member's parental leave will be cancelled where the staff member:
- returns to work following parental leave;
 - ceases as the adopted child's primary caregiver following the date of placement;
 - ceases to accept responsibility for the ongoing care of the child in the case of domestic partner birth leave;
 - has applied for maternity leave and her pregnancy ends other than by the birth of a living child, whether or not maternity leave has commenced; and/or
 - ceases as the child's primary caregiver during maternity leave and any entitlement to paid maternity leave at her full ordinary rate of pay has been exhausted.

Termination or Still Birth

- 6.13 Where a Trades and Services Staff member's pregnancy has proceeded for at least 20 weeks and her pregnancy either terminates or results in a still born child, the Trades and Services Staff member will be entitled to a maximum aggregate continuous period of 26 weeks' paid and unpaid leave comprising either:
- (a) paid leave equivalent to that in Schedule 3, paragraph(m) of this Agreement as applicable; or
 - (b) where the staff member has already commenced such leave, the balance remaining of such leave and unpaid leave. Provided that the maximum aggregate continuous period may be extended to 52 weeks where certified by a medical practitioner. The Trades and Services Staff member will resume duty at a time agreed upon in consultation with her supervisor.
- 6.14 A staff member on unpaid maternity leave who has an accrued sick leave entitlement and becomes ill as a result of her pregnancy or childbirth is entitled to be placed on sick leave for the period of illness subsequent to the expiration of her paid maternity leave, provided she submits a medical certificate or statutory declaration in support.

Adoption Leave – Specific Conditions

- 6.15 For the purposes of adoption leave, "child" means a child or children of the Trades and Services Staff member through an adoption process who is not the birth child of the Trades and Services Staff member or the Trades and Services Staff member's partner and who has not lived continuously with the Trades and Services Staff member for a period of six months or longer.
- 6.16 The provisions for maternity leave apply in the same manner to adoption leave.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union-(ELECTRICAL DIVISION)

in the presence of

Signed for and on behalf of
Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (PLUMBING DIVISION)

in the presence of

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

in the presence of

Signed for and on behalf of
MONASH UNIVERSITY

in the presence of

Signed for and on behalf of
NATIONAL TERTIARY EDUCATION INDUSTRY UNION

in the presence of