In preparation for the forthcoming staff vote, the below summary is a comparison guide to the main changes the proposed Federation University Australia Union Collective Agreement (Academic and General Staff) 2015-2018 (“UCA”) introduces compared with:

* the *Monash University Enterprise Agreement (Academic and Professional Staff) 2009;*
* the *Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009; and*
* the *Monash University Enterprise Agreement (Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005*.

Please note there is also a separate [Detailed Agreement Summary of changes and new clauses](http://federation.edu.au/__data/assets/word_doc/0008/267776/Detailed-Agreement-Summary.docx) document available which summarises the proposed new Agreement’s changes and new provisions in comparison to the current *University of Ballarat Union Collective Agreement 2010-2012 (Academic and General Staff Employees)*.

The following table is not a legal or exhaustive document and staff are encouraged to read the full text of the proposed Agreement available at:

Federation > Staff > Working at FedUni > Human Resources > Enterprise bargaining > [Proposed 2015-2018 Agreement (docx, 213kb)](http://federation.edu.au/__data/assets/word_doc/0007/267775/Proposed-2015-2018-UCA.docx)

Any inquiries regarding the proposed Agreement may be directed to Human Resources on telephone 03 5327 9756 or via email at [hr@federation.edu.au](mailto:hr@federation.edu.au).

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| **1. Fixed-Term Appointments** | | |
| **MEA (cl 16, 17 and 18)**   * The categories of fixed-term appointments are:   Specific task or project;  Research;  Replacement employee;  Recent professional practice required;  Pre-retirement contract;  Student employment;  New organisational area;  Disestablished organisational area;  Early career development fellowships.   * In addition to the above Monash may also appoint staff to a Continuing (Contingency Funded) contract, which is a form of research fixed-term contract that has special conditions attached to it. See clause 17 for details. * The University must give notice of its intention to renew or not renew the contract as follows:   2 weeks’ notice where service is up to 3 years  3 weeks’ notice where service is 3 years but less than 5 years  4 weeks’ notice where service is 5 years or over.   1. An employee who is over 45 with not less than 2 years’ service is entitled to an extra week’s notice.  * Severance payments apply where the position is discontinued, or another person is to be appointed, and the employee had been employed on a second or subsequent fixed-term contract. * In the case of Specific Task/Project or Research appointments severance payments are as follows:   Service up to 2 years: 4 weeks’ pay  2 years up to 3 years: 6 weeks’ pay  3 years up to 4 years: 7 weeks’ pay  4 years and over: 8 weeks’ pay   1. Provided that research funded fixed-term employees are entitled to an extra 2 weeks’ pay for each year of service in excess of 4 years. 2. Provided further that a fixed-term professional employee with less than 1 year’s service is not eligible for severance pay.  * Employees appointed to fixed-term contracts between 22 November 2005 and the commencement of the MEA (29 January 2010) may be entitled to different benefits. For example, in some cases where the university decides to continue the position the incumbent may apply for conversion to a continuing appointment. There is no comparable entitlement at FedUni. In the case of severance pay some categories of fixed-term employee may be entitled up to 18 weeks’ severance pay after 10 years’ service. The details are contained in sub-clauses 18.7.1 to 18.7.5 |  | **UCA (cl 9)**   * UCA has the same categories of fixed-term employment and 2 additional ones, Apprentices/Trainees and Senior Appointments above certain salary levels. UCA does not have the category of Continuing (Contingency Funded) contract. * The requirements for notice are the same, including the extra week’s notice for employees over 45. * Severance payments for Research and Specific Task/Project appointments are the same as Monash except that there is no severance payment where service is less than 1 year, and the two provisos do not apply. * Fixed-Term appointees on contracts other than for Research, Specific Task/Project, Replacement Employee, Recent Professional Practice, Pre-Retirement, or Studentship may be entitled to severance payments up to 12 weeks’ pay after 10 years’ service. * Termination of employment on the grounds of unsatisfactory performance may apply to fixed-term staff subject to specific payment in lieu of the lesser of 6 months’ notice or the remaining period of the fixed-term. |

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| **2. Academic Probation** | | |
| **MEA (cl 58)**   * Probation period for Level A to D staff on continuing appointments is 3 years, extendable up to 24 months. For fixed-term appointments the period is the shorter of 3 years or half the fixed-term, extendable by up to 2/3rds the original probation period; * Probation is not usual for Level E appointments, but the VC may require a period in particular circumstances; * During probation the staff member’s progress is reviewed according to the performance management procedure for academic staff (cl 59). This is a requirement that does not apply at FedUni. That is, at FedUni the PRDP process is not used formally to review progress during probation. * The University may confirm the appointment, terminate the appointment or extend probation before the end of the initial period. This decision is made by an Appointment Review Committee. The membership and procedure of this committee is not included in the agreement but is contained in university policy in the Recruitment, Selection and Appointment section. * A decision to terminate may be appealed. Appeals are heard by an Appeals Committee comprising:  1. Vice-Chancellor or nominee (Chair) 2. A Dean nominated by the Committee of Deans 3. A professorial member nominated by Academic Board 4. The non-professorial staff representative on Council 5. A nominee of the Branch NTEU President |  | **UCA (cl 10.1-10.11)**   * Probation is normal for all levels of academic appointments over 6 months; * Probation period is normally up to 24 months for continuing appointments (actual length is based on qualifications and experience and may be up to 36 months if research/publication outcomes are required). For fixed-term appointments the period is normally not more than half the fixed-term; * Progress during probation is reviewed regularly by the supervisor, who recommends confirmation or termination to the HOS (or other relevant senior manager). If the supervisor is also HOS he/she decides which action to take. Note the significant difference with the process of review and decision making in the MEA. * UCA provides ability to extend probation in situations where staff member has been on approved leave for more than four weeks or where it is determined that an extension may allow a staff member to demonstrate satisfactory performance and/or conduct. * A decision to terminate may be appealed. The appeal is heard by an Appeal Committee comprising:  1. A chairperson agreed between the Vice-Chancellor and NTEU 2. A senior academic nominated by the Vice-Chancellor 3. A nominee of NTEU |

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| **3. General Staff Probation** | | |
| **MEA**  The MEA is silent on the issue of probation for professional staff. Probation is regulated by procedures in university policy. Probation is normally 3 months for continuing appointments and fixed-term appointments greater than 6 months, and half the term for fixed-term appointments of 6 months or less. |  | **UCA (cl 10.12 – 10.18)**   * Probation period for continuing appointments is normally up to 6 months, and not more than half of a fixed-term. * Performance is reviewed during the probation period, and the appointment is confirmed or terminated before the end of the period. * UCA provides ability to extend probation in situations where staff member has been on approved leave for more than four weeks or where it is determined that an extension may allow a staff member to demonstrate satisfactory performance and/or conduct. * Where the recommendation is to terminate, the Vice-Chancellor meets with the employee first to give the employee an opportunity to make a case against termination before the final decision is taken. |
| **4. Hours of Work** | | |
| * Hours of work for academic staff are not regulated at either university, however the MEA recognises 1645 hours per annum as the maximum annual allocated hours whereas the UCA states 1690.5 to be the maximum allocated hours. * Both the MEA and UCA provide for ordinary hours of 36.75 hours per week for general/professional staff, in cycles of 7, 14, 21 or 28 days, with the span of hours being 8:00 am – 6:00 pm; * MEA Trades and Services (Building and Metal Trades): 7:00am–6:00pm * UCA Trades and Services staff 6:00am–6:00pm except for conference and catering which is 7:00am–7:00pm. | | |
| **5. Higher Duties Allowance** | | |
| The practical difference between the Universities concerns the qualification for the payment of an HDA. For example:   * MEA - an allowance is payable where an employee acts for more than 2 weeks in a higher position up to HEW 7, or for more than 4 weeks in a higher position above HEW 7; * UCA - the allowance is payable where the employee acts for more than 2 weeks in a higher position where the salary payable is less than HEW 7.4. or for more than 4 weeks in a higher position where the salary payable is equal to or above HEW 7.4. | | |
| **6. Overtime and TOIL** | | |
| The important difference to note is the point at which payment for overtime cuts out. | | |
| **MEA** | overtime is payable where the employee’s salary is equal to or below the top of HEW 7. By agreement TOIL may be taken at the same rate as the rate of overtime is payable. Overtime is not payable where the employee’s salary is above the top of HEW 7 and TOIL is equivalent to the period of overtime worked. |  | **UCA** | the cut-off for payment of overtime is at the salary level equivalent to HEW 7.3. Overtime is payable at this salary level and below, whereas overtime is not payable where the employee’s salary is above the equivalent of HEW 7.3. TOIL is taken at the same rate as the rate of overtime where salary is below HEW 7.4, and equivalent to the period of overtime worked where salary is equal to or above HEW 7.4. |
| **7. Working at Different Campuses** | | |
| **MEA (cl 20)**   * Employees are attached to a designated campus and will not be assigned unreasonable responsibilities on other campuses. Where travel between campuses is required the university will decide best mode of transport after consultation. Any costs incurred will be reimbursed. Travel time counts as time worked. * An employee may be transferred or seconded at the same classification level and time fraction, but the employee may agree to a varied fraction. Leave may apply if the employee relocates. |  | **UCA (cl 29)**   * For operational reasons an employee may be required to work at different campuses as part of normal duties, and travel time counts as time worked; * Where possible a university vehicle is provided, but where own vehicle is used a mileage allowance applies; * UCA is silent on relocation (but relocation may be possible under redeployment provisions). |
| **8. Workforce Flexibility Arrangements** | | |
| Both agreements provide for individual flexibility arrangements, but the MEA agreement limits arrangements to some leave matters, and to enable an employee to work part of a year and average salary payments across the whole year. | | |

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| **9. Redundancy (Academic Staff)** |  |  |
| **MEA (cl 47)**   * Notice period ranges from 18 to 22 weeks depending on age; * When notice is given a 4 week “option period” commences during which the employee considers Voluntary Early Separation (VES), or whether to apply for a review of the decision; * In cases of VES the payout is   Unexpired portion of the option period to a maximum 4 weeks, plus  Payment in lieu of notice to a maximum 22 weeks, plus  Severance pay of 3 weeks’ pay per year up to 15 years’ service, and 2 weeks’ pay per year of service thereafter to a maximum of 52 weeks, plus  Pro rata LSL where service is 1 year or more.   * During the option period the employee may apply for a review of the termination decision on the grounds of unfair selection process; * A Review Committee considers the case and recommends action to the Vice-Chancellor; * If termination goes ahead, payout is   The balance of the notice period to a maximum 22 weeks, plus  Severance pay of 3 weeks’ pay per year up to 15 years’ service, and 2 weeks’ pay per year of service thereafter, to a maximum of 52 weeks, plus  Pro rata LSL where service is 1 year or more. |  | **UCA (cl 68.1)**   * When an employee is notified that they are surplus to requirements an 8 week transition period commences during which redeployment and voluntary separation are considered; * In cases of voluntary separation, payout is the unexpired portion of the 8 week transition period, payment in lieu of 20 weeks’ notice (this notice period is standard for all employees and does not vary according to age as in the case of MEA covered employees) and a severance payment of 3 weeks’ pay per year for the first 10 years of service and 2 weeks’ pay per year of service thereafter, and pro rata LSL for each year of service. * During the transition period the employee may apply for a review of the decision to declare the employee surplus to requirements; * A Review Committee considers the case and reports its findings to the Vice-Chancellor; * If termination goes ahead on completion of the transition period 20 weeks’ notice is given. Termination payout is the unexpired portion of the 20 week notice period and severance pay of 3 weeks’ pay per year for the first 10 years of service and 2 weeks’ pay per year thereafter to a maximum payment of 74 weeks’ salary. In addition, pro rata LSL is paid for each year of service. |
| **10. Redundancy (General Staff)** | | |
| **MEA (cl 48)**   * After being notified that they are excess to requirements an employee has 4 weeks to consider an offer of redeployment (if a suitable position is available) or elect Voluntary Early Separation. The VES payout is the balance of the 4 weeks plus pay in lieu of notice, which ranges from 6 months to 12 months according to age, plus pro rata LSL for each year of service. * If the employee does not take VES and is not redeployed they have another 4 weeks to consider an offer of voluntary retrenchment. In this case the payout is the balance of the 4 weeks plus 2 weeks’ salary for each year of service to a maximum of 48 weeks’ salary, plus pro rata LSL for each year of service. * If after 2 months from the original notification an employee is not redeployed, has not taken VES or voluntary retrenchment the VC may transfer the employee to another position (there are 3 transfer options with/without salary maintenance), or terminate employment. * Termination payout is 6 months’ to 12 months’ salary depending on age, less any period elapsed since notice was first given, plus pro rata LSL for each year of service. |  | **UCA (cl 68.2)**   * An 8 week transition period commences upon notification of termination for redundancy; * During the 8 week transition period an employee may:   1. Be redeployed. If successful, redeployment may involve salary maintenance for periods of 6 or 12 months depending on age.   2. take voluntary separation and be paid 4 weeks’ pay per year for the first 10 years of service and 2 weeks’ pay per year of service thereafter, with a minimum payment of 12 weeks’ and a max of 52 weeks’ salary, plus the balance of the transition period, plus pro rata LSL for each year of service.   3. apply for a review of the decision that declared the employee surplus to requirements. The review is heard by a Review Committee which reports its findings to the VC whose decision is final. * If termination cannot be avoided at the end of the transition period the employee is retrenched with severance payments outlined above (less the payment in lieu of the transition period). |
| **11. Reclassification** | | |
| **MEA**   * The Monash agreement is silent on a reclassification process, but the agreement does include a classification review process in cases where a reclassification decision is disputed by an employee (cl 70). * The reclassification process is contained in HR policy and consists of the following stages:   The applicant goes through several steps involving the supervisor and HR to get the revised position description approved;  The approved position description is evaluated by an HR Business Partner using a Classification Tool;  The HR Business Partner sends the evaluation outcome to the members of the relevant Classifications Committee for endorsement.  There are 3 committees (HEW1-7, HEW 8-9 and HEW 10), each one consists of HR people only and no other staff or union membership.  The reclassification proposal is approved or rejected by the Committee.   * Where an employee disputes the outcome of the classification process the employee may apply for a review of the decision by a Classification.   Review Committee (clause 70 of the agreement). This review process applies only for positions up to HEW 9.   * Membership of the Review Committee comprises:  1. The nominee of the Vice-President (Administration) 2. A nominee of the Dean/Director of the appellant’s area 3. Two nominees of the NTEU Branch President. |  | **UCA (cl 45)**   * Where a position incumbent believes that the requirements of the position have changed a revised position description requires the approval of the incumbent, the supervisor and the HOS/Section. An approved position description forms the basis of an application for reclassification of the position which goes to a Classifications Committee comprising an HR Manager and nominees of the Director HR and the relevant union. The committee’s reclassification decision is sent to the Vice-Chancellor for approval; * A disputed reclassification decision may go to a Classification Review Committee whose decision is sent to the Vice-Chancellor for final approval. (cl 46) * Membership of the Review Committee comprises:  1. A Chair, who will be a DVC (or equivalent officer) or their nominee and mutually agreed by the Committee 2. Director HR, or nominee 3. One trained general staff member nominated by the relevant union. 4. Committee members must be trained in objective work value assessment and must not be an immediate supervisor or team member within the work unit of the position being considered. 5. Reclassification Committee meetings to occur bi-monthly. 6. Research positions shall be classified on basis of duties required, not grant funds received or applied for. 7. Training or undertaking duties as part of a Reclassification Committee will be recognised as work and adequate time release shall be provided. 8. Majority decisions will prevail however minority reports will be considered as part of the Vice-Chancellor’s approval or non-approval deliberations. |
| **12. Classification Linking** | | |
| The MEA provides for the linking of HEW 1 to HEW 2 and HEW 3 to HEW 4 only. Any further linking of levels will be determined by University policy. |  | The UCA provides for the linking of the linking of HEW 1 to HEW 2 only. |
| **13. Voluntary Early Retirement** | | |
| Each Agreement enables the university to offer a Voluntary Early Retirement Scheme. The UCA (cl 35) applies to full time or fractional continuing academic staff only, whereas the MEA (cl 51) applies to all full time or fractional continuing staff. The benefit is the same at both universities, i.e. a lump sum of a minimum of 2 weeks’ salary for each year of service with a max payment of 52 weeks’ salary, plus other entitlements on retirement. | | |
| **14. University Holidays and Christmas Closedown** | | |
| Labour Day and Queen’s Birthday are university holidays under the UCA but they are normal working days under the MEA. Melbourne Cup Day is a working day under both agreements;   * MEA entitles staff to 5 days between Christmas and New Year in addition to the statutory days and weekends. In the event that 5 days are not available the extra days can be taken immediately before Christmas and/or after New Year’s Day. MEA provides that staff who work on Labour Day, Queen’s Birthday, and/or Melbourne Cup Day (other than casuals and Teaching Associates) accrue paid time off at the rate of one and two-thirds days for each day worked. This accrued time off is offset against absence during the 5 days between Christmas and New Year. In cases where there is insufficient accrued time off to cover the absence annual leave or LWOP is taken. (cl 42) * MEA states that Professional staff at the Gippsland campus who are still subject to the former PACCT award are entitled to an extra half day prior to the closedown. If such staff take annual leave on Labour Day they will not be granted the extra half day (cl 42.6). * The UCA closedown is for the period between Christmas Eve and New Year’s Day. The 5 week days in this period comprise Christmas Day, Boxing Day (or days in lieu) and 3 ex gratia days on the basis that Ballarat Cup, Melbourne Cup and Show Day are working days (cl 58).   From 1 March 2016 all University Campuses will observe the same University public holidays and closedown period. This means staff at the Gippsland Campus will receive the Labour Day and Queen’s Birthday public holidays and observe the same Christmas / New Year Closedown dates as other campuses from 2016/2017 onwards.   * Where Anzac Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the following Monday. | | |
| **15. Grievance Procedure** | | |
| **The MEA** (cl 56) excludes some matters from operation of the grievance procedure, and provides for the role of trained staff Advisers in the process.  The aggrieved employee may seek advice from an Adviser or a Representative and first raise their grievance with their supervisor. If not resolved, the matter is raised with the organisational head and any person directly involved, and then with the Director, Workplace Relations, with timelines at each step. If the matter is still not resolved the aggrieved employee may refer it to the Disputes Resolution Procedure at cl. 12 in the Agreement. |  | **The UCA** Agreement does not include a grievance procedure. Any grievance is dealt with in a comprehensive procedure contained in university policy. The ‘Exchange of Letters’ between the University and the NTEU confirms agreement that the University will review and amend the current Staff Grievance policy and procedure in conjunction with the NTEU, AWU and UV. |
| **16. Dispute Resolution** | | |
| **MEA (cl 12)**   * A representative(s) of management and a representative(s) of NTEU meet first to resolve the dispute within 2 weeks of the dispute being notified; * If not resolved the matter is referred to a Disputes Committee comprising 2 nominees of management and 2 NTEU nominees; * Work continues as normal while a dispute is in progress; * If not resolved at the committee stage the dispute may be referred to Fair Work Australia for conciliation or arbitration. |  | **UCA (cl 70)**   * The parties to a dispute include the University and any employee(s) or union(s) who have notified the University of the dispute in writing; * The relevant parties attempt to resolve the dispute within 5 days of the notification; * Work continues as normal while a dispute is in progress; * If not resolved the union, or employee(s) (or their representative) and a relevant university senior manager (or representative) meet within 5 days to resolve the dispute; * If not resolved the dispute may be referred by any party to Fair Work Australia (FWA) for settlement, or if the parties agree, the dispute may be referred to a person or body other than FWA; * In the case of certain procedures that already incorporate a review process a dispute may be referred directly to FWA by any party; * Disputes commenced under a previous applicable enterprise agreement shall continue to be dealt with pursuant to the former applicable agreement whether notified before or after the commencement of the new Agreement. |

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| **17. Academic and HEW Steps/Increments and Order** | | |
| **Number of increments at each level | Academic** | | |
| MEA and UCA have same number of steps for each Academic Level A to E however the order is in reverse.   1. Under the UCA, A1, B1, C1 and D1 are the starting increments at each level with the lowest salaries. 2. Under the MEA A8, B6, C6 and D4 are the starting increments at each level with the lowest salaries: | | |
| **MEA**  Academic A8-A1  B6-B1  C6-C1  D4-D1  E1 |  | **UCA**  Academic A1-A8  B1-B6  C1-C6  D1-D4  E1 |
| **Increments at each level - HEW | Professional and General Staff** | | |
| The MEA has one extra incremental step at HEW levels 3, 5, 7 and 9 while the UCA has one extra incremental step at HEW level 8. Also the incremental order is in reverse. For example, under the UCA, HEW level 1.1 is lowest salary and increment while HEW level 1.3 is the highest for HEW level1 and so on through the HEW levels. Under the MEA, HEW level 1.3 is lowest salary and increment while HEW level 1.1 is the highest for HEW level1 and so on through the HEW levels. | | |
| **MEA** |  | **UCA** |
| HEW 1.3-1.1  HEW 2.3-2.1  HEW 3.7-3.1 (one more level than HEW 3 in UCA)  HEW 4.4-4.1  HEW 5.8-5.1 (one more level than HEW 5 in UCA)  HEW 6.5-6.1  HEW 7.6-7.1 (one more level than HEW 7 in UCA)  HEW 8.6-8.1 (one less level than HEW 8 in UCA)  HEW 9.4-9.1 (one more level than HEW 9 in UCA)  HEW 10.1 |  | HEW 1.1-1.3  HEW 2.1-2.3  HEW 3.1-3.6  HEW 4.1-4.4  HEW 5.1-5.7  HEW 6.1-6.5  HEW 7.1-7.5  HEW 8.1-8.7  HEW 9.1-9.3  HEW 10.1 |

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| **18. UCA Schedule 7 – Provisions Relating to Gippsland Transferred Employees only** | | |
| The following provisions from the former Monash University Enterprise Agreement (Academic and Professional Staff) 2009, and the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009 have been preserved for Gippsland Transferred Employees:  Car Parking Arrangements; Flexible Working Arrangements, additional HEW incremental steps; Parental Leave; application of overtime and shift-work for casual employees. | | |
| **19. Leave provisions comparison table** | | |
| **Annual leave\*** | | |
| **Comments | Different weekly hours for Academics** | | |
| **MEA clause 36 & schedule 5**  20 working days for each year of completed service (5 weeks for 7-day week shift employees)  Full-time Professional staff annual leave: 147 hours  Full-time Academic staff annual leave: 145 hours  Up to 20 days may be taken in advance of the date on which the entitlement accrues |  | **UCA clause 48**  20 working days for each year of completed service (5 weeks for 7-day week shift employees)  Full-time General staff annual leave: 147 hours  Full-time Academic staff annual leave: 152 hours |
| **Annual Leave Loading\*** | | |
| **MEA clause 24**  lump sum amount equal to 17.5% of 4 weeks’ salary paid in December each year  OR  employee can volunteer in January of the year to receive 3.5 days paid leave instead |  | **UCA clause 49**  lump sum amount equal to 17.5% of 4 weeks’ salary paid in December each year  OR  employee can volunteer in January of the year to receive 3.5 days paid leave instead |
| **Long Service Leave** | | |
| **Comments | No minimum block period under UCA** | | |
| **MEA clause 38 & schedule 5** |  | **UCA clause 51** |
| 13 weeks after 10 years (1.3 weeks per completed year of service). Payment in lieu on termination of employment after 7 years in normal circumstances.  No minimum block – by agreement it could be 1 day per week etc.  LSL may be taken at:   1. full pay; 2. half pay for twice the period; or   Where a staff member’s fraction has varied he/she may choose to be paid LSL either:   1. at the ordinary rate with the period of leave adjusted pro rata for any variations in fraction during the accrual period   (eg. At time of commencing leave employee is working full-time however they worked 5 years full-time and 5 years at a 0.5 fraction so in order to receive payment at their current full-time salary the period of leave is 9.75 weeks (75% of 13 weeks); or   1. at the ordinary rate as adjusted to the average fraction over the accrual period (eg. employee as above is entitled to 13 weeks at 0.75 fraction)   Entitlement for eligible casuals. |  | 13 weeks after 10 years (1.3 weeks per completed year of service). Payment in lieu on termination of employment after 10 years in normal circumstances.  Minimum LSL block to be taken at any one time shall be two weeks.  LSL may be taken at:   1. full pay; 2. half pay for twice the period; or 3. leave at double pay, provided the lsl balance is 19.5 weeks or more (in electing this option leave credits are reduced by twice the amount of leave actually taken).   Where a staff member’s fraction has varied he/she may choose to be paid LSL either:   1. at the ordinary rate with the period of leave adjusted pro rata for any variations in fraction during the accrual period   (eg. At time of commencing leave employee is working full-time however they worked 5 years full-time and 5 years at a 0.5 fraction so in order to receive payment at their current full-time salary the period of leave is 9.75 weeks (75% of 13 weeks); or   1. at the ordinary rate as adjusted to the average fraction over the accrual period (eg. employee as above is entitled to 13 weeks at 0.75 fraction)   Entitlement for eligible casuals. |
| **Personal Leave\*** | | |
| **Comments | Clause proposed to replace existing UCA Sick and Carer’s Leave clauses is similar to the MEA** | | |
| Personal Leave (formerly called Sick Leave) of 15 days’ per year of service (30 days’ up front on commencement for continuing appointments or fixed-term appointments of 24 months or more)  For absences in excess of 3 consecutive days’ (including weekends and public holidays’) excess of 6 aggregate days’ in any year of service, a staff member will be required to provide satisfactory evidence of illness or incapacity.  The MEA does not define ‘satisfactory evidence’ however it does state that: *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.*  Therefore a medical certificate or if it is not reasonably practicable in the circumstances, a statutory declaration, can be regarded as relevant documentary evidence for personal leave requests however there may be a custom and practice at Monash that other types of documentary evidence are satisfactory.  Accrued personal leave may be substituted for annual leave or LSL on presentation of proof he/she was ill for two or more days’ during the period of absence. (NES overrides the two days’ in respect of annual leave only, any such period of absence during annual leave may be substituted). |  | 15 days’ per year of service (30 days’ up front on commencement for continuing appointments or fixed-term appointments of 24 months or more).  Medical certificate required for:   1. any absence in excess of 3 consecutive working days; or 2. in excess of 6 aggregate days in any year of service.   If not reasonably practicable to provide a medical certificate a statutory declaration may be provided.  Leave on full pay may be converted to Leave on half pay.  5 days’ per year of service additional leave dedicated for carer’s leave purposes (note this 5 days’ is non-cumulative). |

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| **Compassionate Leave\*** | | |
| 3 days per occasion |  | Increased entitlement if two to three days paid Compassionate Leave for each occasion plus an additional two days in circumstances specified in clause 54.2.  Employees may add to the above leave by utilising other forms of paid or unpaid leave. |
| **Maternity Leave\*** | | |
| **MEA clause 39 and schedule 5** |  | **UCA clause 52** |
| At least 24 mths service: 14 wks at 100% pay and 38 weeks at 60% pay  12-24 mths service: 14 wks at 100% pay and leave at 60% pay at the rate of 3.16 weeks for each completed month of service *after* the first 12 months  Less than 12 months: leave for a continuous period of 52 weeks comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service  Further unpaid leave may be available also. |  | Paid Maternity/Adoption leave of 14 weeks at 100% pay plus 12 weeks’ return to work bonus at 100% pay if employee has at least 12 months’ service at the time leave is to begin.  No return to work bonus if employee has less than 12 months’ service at the time leave is to begin.  Further unpaid leave may be available also. |
| **Paternity Leave\*** | | |
| Five paid days’. Further unpaid leave may be available also. |  | 2 weeks paid (unpaid for casuals). Further unpaid leave may be available also. |
| **Miscellaneous Leave\*** | | |
| **MEA schedule 5** |  | **UCA clause 55** |
| Fire fighting and emergency assistance leave  Defence Force Reserve leave  Election leave (unpaid)  *There are a number of miscellaneous leave types in schedule 5 of the MEA which are set out in a table format* |  | Includes Domestic Violence Leave - five days dedicated paid leave to attend appointments and legal proceedings, seek safe housing and other associated activities and access to further paid leave types, flexible working arrangements, change of work location, phone number, email address, alternate duties   1. House Relocation Leave replaces former moving house entitlement 2. Also includes Jury Service, ADF Reserve Leave, Emergency Assistance, Pupil-Free Days, Other Special Circumstances |

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| **Jury Service** | | |
| **MEA schedule 5** |  | **UCA Clause 55** |
| Paid leave for duration of jury service with no deduction for amount paid to employee. |  | Part of Miscellaneous Leave (on full pay for duration of jury service with no deduction for amount paid to employee. |
| **Leave without pay\*** | | |
| **MEA schedule 5**  LWOP under the MEA is called Special Leave (is discretionary) |  | Not covered in UCA, policy based and discretionary. |
| **Workplace Relations Leave\*** | | |
| Maximum of 10 days’ paid leave in any two consecutive years to attend a course or courses which contribute to a better understanding of employee relations.  Arbitration Leave to prepare or conduct a case at FWC that directly relates to the staff member’s employment. |  | Up to 5 days’ per year for employees acting as union office bearers to attend union state or national council meetings.  Up to 5 days’ per year to attend short trade union or FWA courses or seminars. |
| **Professional Staff Study\* Leave** | | |
| Up to four hours paid leave per week. |  | Discretionary via internal policy within each School/Directorate (not specified in UCA). |
| **Public Holidays\*** | | |
| New Year’s Day  Australia Day  Anzac Day  Good Friday  Easter Saturday  Easter Monday  Easter Tuesday  Christmas Day  Boxing Day  Labour Day, Queen’s Birthday, and Melbourne Cup Day are normal working days’ for all staff but applications for annual leave on any of those days’ by any staff member will ordinarily be approved.  9 days including Easter Saturday for which there is no weekday substitute. |  | New Year’s Day  Australia Day  Labour Day  Anzac Day  Queen’s Birthday  Good Friday  Easter Saturday  Easter Monday  Easter Tuesday  Christmas Day  Boxing Day  11 days including Easter Saturday for which there is no weekday substitute. |
| **Closedown Period** | | |
| **5 paid closedown days**  The period of each Christmas/New Year closedown will comprise Christmas Day, Boxing Day, New Year’s Day and a further five days’ to be declared by the Vice-Chancellor. The five days’ declared by the Vice-Chancellor will be the days’ falling between Christmas Day and New Year’s Day (excluding any Saturday or Sunday or public holiday). In the event that there is a shortfall of such days’ available between Christmas Day and New Year’s Day, the day(s) (excluding any Saturday or Sunday or public holiday) immediately before Christmas Day and/or immediately following New Year’s Day will be declared for the remainder.  Staff who work Labour Day, Queen’s Birthday, and/or Melbourne Cup Day (other than casual professional and Teaching Associate staff) will accrue paid time off at the rate of one and two-thirds days’ for each day worked. Such paid time off will be used to cover the absence from duty of a staff member during the five days’ of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year’s Day.  Provided that a staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu at the rate of one and one-third days’ pay for each one and two-thirds days of accrued time off. |  | **3 paid closedown days**  Normal operations closed between Christmas Eve and the working day following the New Year’s Day holiday.  The closedown period will constitute five week-days’ during which the University will be closed.  Two of these days’ will be observed as Christmas Day and Boxing Day holidays’ (or holiday(s) in lieu thereof) and the three remaining days’ will be granted to all employees as *ex-gratia* paid days’ over and above any annual leave award entitlement and on the basis that no days’ will be taken with respect to or in lieu of Ballarat or Melbourne Cup and Show Day holidays’. |