

APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

The title of this agreement is the *Swinburne University of Technology Trades (Excluding Academic Staff, TAFE Teaching Staff and General Staff) Agreement 2006-2008*.

2. ARRANGEMENT

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3. DEFINITIONS

AIRC means the Australian Industrial Relations Commission

AWA shall mean and refer to “Australian Workplace Agreement” as provided for in the *Workplace Relations Act 1996*, as amended.

Carer shall refer to a person on whom someone else is wholly or substantially dependant for ongoing care and attention on a substantially non-commercial basis.

Casual employee shall mean and refer to an employee engaged by the hour and paid on an hourly basis that includes a loading in lieu of benefits not provided to the casual employee including all leave entitlements and loadings.

CFMEU shall mean and refer to the Construction, Forestry, Mining and Energy Union

Consultation refers to a process in which there is an exchange of views and information which are not confidential, relevant to a decision, but where the decision is that of the University. The University will take into account views expressed before a decision is taken.

Employee shall mean and refer to a member of staff of the University covered by this Agreement

ETU shall mean and refer to the Electrical Trades Union of Australia

Head of Management Unit means the person assigned responsibility for the specific organisational area in which the employee who is subject to action pursuant to this clause is located.

Immediate family shall mean and refer to an employee’s spouse or former spouse, domestic partner or former domestic partner (domestic partner includes partners of the same sex); or their child or adult child (including their adopted child, step child or an ex-nuptial child), parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

Management – shall mean the Vice-Chancellor, Vice-President or nominee

Medical practitioner shall mean a registered medical practitioner, registered dentist, registered physiotherapist, registered chiropractor, registered osteopath, registered optometrist, registered naturopath, registered clinical or counselling psychologist.

Misconduct shall mean and refer to conduct which is not serious misconduct, as defined, but which is nonetheless conduct that is unsatisfactory.

Ordinary Salary shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty and shall not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

Part-time employee shall mean and refer to an employee engaged to work less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which salary and entitlements are calculated on a pro-rata basis.

PTEU shall mean and refer to the Plumbing Trades Employees Union

Representative shall mean and refer to a person nominated by an employee to undertake representations to the University on their behalf, if they so choose, and who is not a currently practising solicitor or barrister

Resignation shall mean and refer to a decision of an employee of the University to cease employment with the University on a specified date. The term "resignation" shall also mean and refer to the retirement or death of an employee.

Serious misconduct shall mean and refer to:

- (i) serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties; and/or
- (ii) serious dereliction of the duties required or position held by an employee; and/or
- (iii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof.

Service shall mean and refer to service as an employee of the University unless otherwise stated.

Supervisor shall mean and refer to an employee's nominated supervisor, which may include an employee's Head of Management Unit.

Termination shall mean and refer to termination of employment at the initiative of the University.

University shall mean and refer to Swinburne University of Technology

Unsatisfactory performance shall mean and refer to types of conduct or action by employees that will result in their on-going employment being reviewed. Grounds include inefficiency or negligence in the performance of the specified duties of the position held.

Vice-Chancellor shall mean and refer to the Chief Executive Officer of the University, or a person acting in the position of Vice-Chancellor or nominee of the Vice-Chancellor.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

4. OPERATION OF AGREEMENT AND PARTIES BOUND

- 4.1** This Agreement shall come into force on the date of lodgement to the Office of the Employment Advocate and shall have a nominal expiry date of 30 September 2008.
- 4.2** This agreement shall be binding upon Trades staff employees at the Classification Level of Higher Education Worker 6 and below and the CFMEU, PTEU and ETU.

5. RELATIONSHIP TO AWARDS AND CERTIFIED AGREEMENTS

- 5.1** This agreement supersedes and replaces in entirety any previous Awards and certified agreements covering employment with the University.
- 5.2** This agreement operates to the exclusion of and wholly replaces any existing awards or collective agreement, which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this agreement.
- 5.3** The University may enter into AWAs with employees covered by this agreement. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of this agreement to the extent of any inconsistency, as specified in each AWA. Such AWAs may provide for the rewarding of high performing employees through performance based remuneration arrangements that are linked by the AWAs to specific objectives.
- 5.4** The parties to this agreement agree not to seek to re-open matters covered by this agreement during the nominal life of this agreement.

6. ACCESS TO AGREEMENT

A copy of this agreement will be kept in an easily accessible place, including the Internet, and be available for inspection on request by any employee of the University.

7. PERFORMANCE MANAGEMENT SYSTEM

A performance management system forms the framework for aligning and integrating the individual goals of employees at the workplace with the broader strategic goals of the institution as a whole. Fundamental to such a system is the regular communication of organisational goals to employees and the joint/agreed setting of appropriate goals at the individual level between each employee and their managers with regular follow up reviews. Goal setting and feedback are a two-way process between management and employees. The University Performance and Development process will continue to apply to all employees covered by this agreement.

DISPUTE AVOIDANCE AND CHANGE

8. DISPUTE AVOIDANCE PROCEDURES

- 8.1** During this process, if they so choose, both the employee and the University may be represented, by a person or organisation of their choice.
- 8.2** Any issues arising out of the implementation of this Agreement shall be dealt with as follows:
- 8.3** The matter shall first be discussed by the employee with his or her supervisor and all reasonable attempts shall be made to resolve the issue. If not settled, the supervisor's supervisor will become involved to assist in resolving the matter.
- 8.4** Where a dispute is not resolved, at the request of either party a Disputes Committee will be convened within one working week, unless agreed otherwise. The Disputes Committee will consist of up to two representatives of the University and two representatives of the parties to the dispute.
- 8.5** The Disputes Committee will attempt to resolve the matter within one working week of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by either party to the dispute.
- 8.6** Until the procedures described in clauses 8.2 – 8.5 have been exhausted:
 - 8.6.1** No industrial action will be taken by either party to the dispute or any of the parties to the agreement.
 - 8.6.2** The University will not change work, duties, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute; and

8.6.3 The subject matter of the dispute will not be taken to the AIRC by any of the parties to the dispute.

8.7 The parties to the dispute may agree to refer the dispute to a mediator agreed to by the parties to the dispute. The parties to the dispute will implement any agreed outcome from the mediation and the dispute will be resolved.

8.8 Where the dispute remains unresolved any of the parties to the dispute may refer the matter to the AIRC for conciliation and/or arbitration. Subject to the legislative rights of any of the parties to the dispute to appeal a decision of the AIRC, the parties will implement any arbitrated decision for the AIRC in resolution of the dispute.

9. MANAGEMENT OF CHANGE

Where the University proposes to introduce changes in programs, organisational practice, structure or technology that are likely to have significant effects on employees, the University shall discuss these changes with staff. When an affected employee chooses, the University will discuss these changes with their nominated representative. The University will consider all input as part of the process of forming an intention to adopt any such changes.

For the purposes of this clause consultation means the exchange of information about a matter or issues, explanation of the respective points of view, and taking into account the views of the other. Consultation does not necessarily mean that an agreement can be reached.

9.1 Significant effects may include any of the following:

- organisational changes which impact on job opportunities, or job security
- change in the composition, operation or size of the workforce;
- changes in skill requirements;
- the need for retraining or transfer of employees to other work locations;
- the restructuring of jobs;
- changes to work practices;
- the introduction of technological change.

9.2 When a proposal has been developed the University will provide the affected employee and, if they so choose, their representative, with relevant information and the opportunity to raise issues for discussion concerning the proposed change. The University will allow a reasonable time for consultation.

- 9.3** Once a decision has been taken to proceed with a change proposal, the University will discuss with relevant staff and, if they so choose, their representative, the implementation of that change.

EMPLOYMENT RELATIONSHIP

10. TYPES OF EMPLOYMENT

10.1 Requirement to State Terms of Engagement

10.1.1 Upon engagement, the University shall provide to the employee (other than a casual employee) an instrument of appointment, which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment.

10.1.2 A casual employee will receive upon engagement written advice of duties required, the number of hours required, the rate of pay for each duty required and a statement that any additional duties required during the term will be paid for. A casual employee shall be paid per hour one thirty-eighth of the weekly wage for work performed plus 20 percent.

11. UNSATISFACTORY WORK PERFORMANCE/CONDUCT

If the University has concerns about the performance or conduct of an employee, a meeting will be convened between the employee and the appropriate manager. Prior to the meeting being conducted, the employee will be informed that he/she has the right to have a representative present, if he/she so chooses, throughout the unsatisfactory work performance process. At this meeting the concerns or problems will be discussed with the manager outlining all details including the production of any evidence. The employee shall also be provided with an opportunity to respond. The aim of this step is to develop appropriate solutions to the concerns raised.

A written record of each step of the unsatisfactory work performance process will be recorded on the employee's file.

11.1 First Written Warning

11.1.1 If the problem continues the matter will be discussed with the employee and a first written warning will be given and recorded on the employee's personal file.

11.1.2 The employee and management representative will again discuss measures for improvement and such actions/measures will need to be met within one month from the date of the first warning being issued.

11.1.3 This step can only be invoked in the event that it is clearly demonstrated that agreed actions/measures as defined above has not been achieved in the agreed time frames.

11.2 Second and Final Written Warning

11.2.1 In the event the problem continues, and agreed actions/measures are not demonstrated and sustained, the employee will be issued with a second and final written warning

11.2.2 The employee will be given a final chance to achieve the agreed actions/measures, and will be required to do so within two weeks from the date of the second and final written warning being issued.

11.2.3 In the event the matter remains unresolved or recurs, the employee may be transferred to a different position, demoted or terminated.

The University shall communicate the decision to the employee in writing.

11.3 Process of Decision Making

11.3.1 In the event the Vice-Chancellor does not approve a course of action as described in subclause 11.2.3 the Vice-Chancellor shall, based on the facts of the matter, authorise to:

11.3.1(i) terminate proceedings and all action that has taken place in regard to an employee pursuant to this clause. The employee concerned will be notified in writing of the Vice-Chancellor's decision, and all written material on the employee's personal file will be removed.

11.3.1(ii) give the employee a further 4 weeks to achieve the agreed actions/measures. The employee will be notified in writing of the Vice-Chancellor's decision. Further, the written notification will fully outline the University's expectations over the ensuing 4 week period, and that in the event the actions/measures are not achieved, the employee concerned will be terminated at the expiration of the 4 week period.

11.3.1(iii) authorise the transfer to another position, or demotion of the employee. The employee will receive written advice to this effect and advised of the date the transfer or demotion will have effect.

11.4 Termination of employment – Unsatisfactory Work Performance

In the event the agreed action/measures as described in clause 11 are not achieved within the stated timeframe, the employee will be terminated. The Vice-Chancellor will be fully briefed on decision prior to the termination of the employee taking effect. The employee will be notified in writing of the University's decision, including any reasons.

Where an employee subject to these unsatisfactory work performance procedures believes there has been a breach of these procedures, such a breach shall be dealt with via the Dispute Avoidance Procedure in this Agreement.

If after any warning, a period of 6 months elapses without any further warnings or action being required, all written notes and warnings relating to the employee concerned must be removed from the employee's personal file.

Nothing in this procedure prevents the University from summarily dismissing any employee covered by this agreement for gross misconduct, gross neglect of duty or any behaviour that would warrant summary dismissal.

12. TERMINATION OF EMPLOYMENT

12.1 Notice Of Termination By The University

12.1.1 In order to terminate the employment of an employee, other than a casual, the University shall give to the employee the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Up to the completion of 3 years	2 weeks
Over 3 years to the completion of 5 years	3 weeks
Over 5 years	4 weeks

12.1.2 In addition to the notice in sub clause 12.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

12.1.3 Payment in lieu of the notice prescribed in sub clause 12.1.1 and/or 12.1.2 hereof shall be made if the appropriate notice period is not given.

Provided that, by agreement, employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

12.1.4 In calculating any payment in lieu of notice, the wage an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.

12.1.5 The period of notice in this clause shall not apply in the case of casual employees.

12.2 Notice Of Termination By Employee

12.2.1 The notice of termination required to be given by an employee shall be the same as that required of the University except that there shall be no additional notice based on the age of the employee concerned.

12.2.2 If an employee fails to give notice the University shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

12.3 Time Off During Notice Period

Where the University has given notice of termination to an employee, an employee 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 employee after consultation with the University.

12.4 Notice Period Shortened By Mutual Agreement

Provided that by mutual agreement between the University and the employee, an employee after having given notice, may leave his or her employment prior to the expiration of the notice period and receive wages up to the last hour worked only.

12.5 Summary Dismissal

Notwithstanding the provisions of this clause, the University shall have the right to dismiss any employee without notice for conduct which justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

13. REDEPLOYMENT, RETRAINING & REDUNDANCY

13.1 Change resulting in the restructuring of Organisation units and work practices to meet business goals may require the movement and/or retraining of staff. The University will undertake this process in a participative and consultative way with those directly affected by change.

14. REDUNDANCY

14.1 Consultation

Where a situation of redundancy occurs or is likely to occur, the University will consult with the affected employee(s) and, if they choose, their representative.

14.2 Transfer To Lower Paid Duties

14.2.1 Where an employee is transferred to lower paid duties by reason of redundancy, the employee shall be entitled to the same period of notice

of transfer as he/she would have been entitled to if his or her employment has been terminated, and the University may make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

14.2.2 Where an employee rejects an offer of redeployment to a suitable vacant position, the Vice-Chancellor may terminate his or her employment. In this instance, the provisions in this sub clause shall be in lieu of any notice and severance payments contained in this clause.

14.3 During the notice period specified above the employee will be eligible for:

14.3.1 outplacement support arranged by the University to a value of \$500.00.

14.3.2 time without loss of pay to attend job interviews or other job search activities external to the University, subject to provision by the employee of documentary evidence of the activity and prior arrangement with the relevant supervisor.

14.4 Employee Requests to Leave before End of Notice Period

With the agreement of the University, the employee may elect to take immediate separation during the notice period, in which case the balance of the notice period will be paid to the employee in addition to the severance payment as prescribed in sub clause 14.5.

14.5 Compulsory Redundancy Pay

The Compulsory Redundancy payment shall be determined as follows:

14.5.1 3 weeks pay for each completed year of service (including pro-rata service), subject to a minimum payment of 16 weeks salary and a maximum payment of 60 weeks salary; and

14.5.2 payment for long service leave on a pro-rata basis.

14.6 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

15. PAYMENT OF SALARY AND RECORDS

15.1 All salaries shall be payable fortnightly and via electronic funds transfer and staff will have access to electronic pay details.

15.2 Salaries shall be payable to employees on the same day of each fortnight except where such day falls on a public holiday in which case payment shall be made on the previous working day.

15.7 The time and wages record shall be open for inspection in accordance with the Workplace Relations Act 1996.

HOURS OF WORK, OVERTIME AND SHIFTWORK

16. HOURS OF WORK

16.2 Core Working Hours

The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

16.2.1 76 hours within a work cycle not exceeding fourteen consecutive days;
or

16.2.2 114 hours within a work cycle not exceeding twenty-one consecutive days; or

16.2.3 152 hours within a work cycle not exceeding twenty-eight consecutive days.

The ordinary hours of work may be worked on any day, Monday to Friday and shall be worked continuously, except for meal breaks, at the discretion of the University between 6.00 am and 7.30 pm. The University shall not alter the start and finishing times of the employee(s) concerned without consultation.

If an employee is required to change his or her position in the roster to meet an operational requirement within the hours of 6.00am to 7.30pm, the employer must be given at least two days' notice of the change.

16.3 Maximum Daily Hours

The ordinary hours of work shall not exceed ten on any day.

16.4 Twelve-Hour Shifts

Where there is an operational requirement for staff to work not more than 12 hours on any day, the University shall consult with staff.

16.5 Rostered days off – Nine Day Work Cycle

- 16.5.1** Employees will be entitled to earn credits during each nine-day work cycle towards the taking of a day off.
- 16.5.2** Employees must be advised of their rostered day off prior to each four weekly period.
- 16.5.3** A Rostered Day Off schedule will be established at the commencement of the year. Employees will be expected to rotate through the Monday to Friday cycle. The University may change the schedule, providing 24 hours notice where possible and consultation with affected employees.
- 16.5.4** Employees will not be directed to take a rostered day off on a public holiday.
- 16.5.5** If a shift worker is allowed to take a rostered day off on a public holiday for which the employee would otherwise have been rostered to work, the employee will not accrue entitlement to a day off in lieu in respect of the public holiday.
- 16.5.6** Rostered days off may be banked to a maximum of three days by agreement with the University to be used for the purpose of annual shut down.
- 16.5.7** On termination of employment, the University will pay the employee his or her pro rata entitlement to the rostered day off.

16.6 Meal Breaks

- 16.6.1** The time of lunch break shall be fixed by agreement in each place of work, subject to operational requirements, but having been fixed shall not be altered without one week's notice to the employees or employee concerned. Where there is no agreement, meals breaks must occur within five hours of commencement.
- 16.6.2** There shall be a meal break of between 30 minutes and one hour that shall not count as time worked to be taken at a time
- 16.6.3** Employees are able to take a tea break of twenty minutes, which counts as time worked.
- 16.6.4 Plumbers only** - An employee required to work for more than one and a half hours overtime shall be allowed a meal break of 30 minutes and a crib time of 20 minutes after each four hours of overtime worked after such meal break provided the employee continues work after such crib time. Such crib time shall be paid at the ordinary hourly rate.

Painters only - An employee working overtime of two hours or more shall be allowed to take, without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 minutes for crib shall be allowed after each four hours of continuous work.

Provided that where an employee works overtime for two hours without taking the prescribed interval of 20 minutes, shall be deemed to have worked two and one-third hours.

16.7 Mixed Functions

An employee engaged on duties attracting a higher salary than his/her substantive salary, for more than two hours shall be paid the higher salary for all time worked on those duties.

17. OVERTIME

17.1 Requirement to Work Reasonable Overtime

The University may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

17.2 Overtime Payments – Monday to Friday

For all time worked outside ordinary hours the rates of pay shall be:

17.2.1 Electricians - time and a half for the first three hours and double-time thereafter, such double time to continue until the completion of the overtime work.

17.2.2 Carpenters, Painters, and Professional Trades - time and a half for the first two hours and double thereafter, such double time to continue until the completion of the overtime work.

17.2.3 Plumbers – time and a half for the first hour and double thereafter, such double time to continue until the completion of the overtime work.

17.2.4 In computing overtime, each day's work shall stand-alone.

17.3 Overtime Rates - Saturday Work

17.3.1 Electricians - Overtime worked on Saturday shall be paid for at the rate of time and half for the first three hours and double time thereafter.

17.3.2 Carpenters and Painters - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

17.3.3 Plumbers - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first hour and double time thereafter.

17.4 Overtime Rates - Sunday and Public Holiday Work

17.4.1 All time worked on Sundays shall be paid for at the rate of double time; and

17.4.2 All time worked on Public Holidays as prescribed in clause 21 of the Agreement shall be paid for at the rate of double time and a half.

17.5 Weekend and Holiday Work – Minimum Hours

17.5.1 Carpenters – An employee required to work overtime on Saturday or to work on a Sunday or a Holiday shall be afforded at least three hours work on a Saturday or four hours work on a Sunday or Holiday or shall be paid for three hours on a Saturday or four hours on Sunday or a Holiday at the appropriate rate.

17.5.2 Electricians - An employee required to work overtime on Saturday or to work on a Sunday or a Holiday shall be afforded at least four hours work on a Saturday or three hours work on a Sunday or Holiday or shall be paid for four hours on a Saturday or three hours on Sunday or a Holiday at the appropriate rate.

17.5.3 Plumbers – An employee required to work overtime on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

17.5.4 Painters – An employee required to work overtime on Easter Saturday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

17.6 Rest Period After Overtime

17.6.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

17.6.2 If, on the instructions of the University, an employee resumes to work without having had such ten hours off duty, he/she shall be paid at double rates until he/she is relieved from duty to take such rest period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

17.7 Recall to Duty

An employee recalled to work overtime after leaving the University (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rates each time he/she is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period.

This sub clause shall not apply in cases where it is customary for an employee 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 ordinary working time.

Where an employee works overtime under this sub-clause, it shall not be regarded as overtime for the purposes of sub-clause 17.3 where the actual time worked is less than three hours.

Plumbers only – a plumber required to work overtime after leaving the University (whether notified before or after leaving the premises) shall be paid for a minimum of six and a half hours at double time for each time he/she is so recalled.

17.8 Transport of Employees

Where an employee, after having worked overtime for which he/she has not regularly been rostered, finishes work at a time when reasonable means of transport are not available, the University shall provide a conveyance to his/her home, or an appropriate overtime transport allowance.

17.9 Time off in lieu of Overtime Payments

An employee may by mutual agreement reached with the University prior to the commencement of overtime, take time off in lieu of overtime payment such time off being calculated in the same manner as calculation for appropriate overtime worked.

17.10 Standing By

An employee required to hold him/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time which he/she is so told to hold him/herself in readiness.

18. SHIFT WORK

18.1 Definitions

For the purpose of this clause-

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the University.

"Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.

18.2 Afternoon or Night Shift Allowances

18.2.1 A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his/her ordinary rate.

18.2.2 A shift worker who works on an afternoon shift or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

18.2.3 Regular Night Shift Penalty

An Shift Employee who-

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle-

shall during such engagement period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

18.3 Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub clause 18.2.

18.4 Crib Time

An employee working overtime shall be allowed crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after each crib time.

Provided that where a day worker on a five-day week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00am and 1.00pm be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal

break of twenty minutes which shall be paid for at ordinary rates. The University and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be provided that the University shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

18.5 Crib Time- Holidays and Sunday Work

An employee not engaged on continuous work working on a Sunday or Public Holiday shall be allowed crib time of twenty minutes without deduction of pay after each four hours of work if the employee continues work after each crib time.

Provided that where a day worker is required to work on a Sunday or Public Holiday the first prescribed crib time shall, if occurring between 10.00am and 1.00pm be paid at ordinary rates.

LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

19. General Provisions

These provisions do not apply to casual employees.

Unless otherwise stated, leave shall be paid leave on full salary.

These provisions shall apply on a pro-rata basis for employees employed less than the specified full time hours per week and/or less than 52 weeks per annum.

Where a public holiday occurs during the period an employee is absent on annual leave and such a holiday is observed by the University no deduction shall be made for that day from the employee's annual leave credits.

20. ANNUAL LEAVE

20.1 Annual Leave Entitlement

An employee (other than a casual) shall be entitled to annual leave of 20 days (152 hours) after twelve months' continuous service. Such leave is to be calculated on a pro-rata basis for any period of service, which is less than twelve months.

20.2 Annual Leave To Be Taken

20.2.1 Annual leave shall be taken at a mutually agreeable time having regard to the University's operational requirements and the employee's wishes.

20.2.2 Annual leave provided by this clause shall be allowed and shall be taken, and shall not be paid out.

20.3 Seven Day Shift Workers

An employee whose ordinary hours of duty are performed over seven days a week including Sundays and Public Holidays shall, in addition to normal leave entitlements of the employee, be granted an extra five days additional annual leave

Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a seven day shift worker, he or she shall be entitled to have the period of leave to which he is entitled in sub-clause 20.1 increased by half a day for each month he is continuously engaged as such

20.4 Taking Annual Leave – Single Day Periods

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them;

20.5 Leave Granted In Advance

The University may grant annual leave to an employee prior to the employee having accrued such leave. In such circumstances, where an employee leaves the University's service, the University may deduct from whatever remuneration is payable upon termination any outstanding payment for leave granted in advance.

20.6 Annual Leave Loading

20.6.1 An employee, who as at 31 December in any year, has qualified for four weeks annual leave, shall be entitled in respect of that leave, to an annual leave loading equivalent to 17.5% of four weeks salary.

20.6.2 A pro-rata payment of annual leave loading as prescribed in sub clause 20.6.1 above, calculated on the basis of each completed month of continuous service, shall be paid to an employee where his/her employment commenced after 1 January in any year, and/or is terminated prior to 31 December.

20.6.3 This annual leave loading shall be paid annually on the payday preceding the 31 December, or in the case of termination of employment, it shall be paid on the termination date.

20.6.4 Provided that where a shift worker would have received shift loadings had he or she not been on leave during the relevant period and such loadings would have entitled him or her to a greater amount than the loading of 17 ½ %, then the shift loading will apply in lieu of the shift loading provided in sub-clause 20.6.1

21. PUBLIC HOLIDAYS

21.1 An employee (other than a casual) shall be entitled to the following holidays without loss of pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

21.2 Where any day or days are gazetted in addition to or in substitution of any of the above mentioned days by proclamation or Act of Federal or Victorian State Parliament, then that day or days shall be observed as holidays without loss of pay.

21.3 Provided that:

Where Christmas Day, Boxing Day and New Years Day fall on weekends, substitute days shall be given on the next Monday and or Tuesday.

21.4 Penalties Applicable If Employee Required To Work On A Public Holiday

An employee required to work on a day referred to in sub-clauses 21.1 or 21.2 will be paid at ordinary rates plus 150% for the hours worked.

21.5 Shut Down - Christmas / New Year Closure

Where the University determines to close its premises during the period between Christmas and New Year on days which are not public holidays, employees may take annual leave, time-off-in-lieu, accrued rostered days off, or leave without pay with the prior approval of their manager.

In the event of leave without pay being granted such leave will not result in non-payment for public holidays. Where sufficient annual leave has not accrued, employees will be given the opportunity to anticipate necessary credits

21.6 Holidays – Absence on Working Day Before or After

Where an employee is absent from his or her employment on the working day before or after a public holiday without reasonable excuse or consent of the University, the employee shall not be entitled to payment for such a holiday.

22. PERSONAL LEAVE - (INCORPORATING SICK LEAVE AND CARERS LEAVE)

22.1 Personal Leave Entitlement

22.1.1 Paid personal leave is available to an employee when he or she is absent due to:

22.1.1(i) personal illness or injury (sick leave);

22.1.1(ii) to provide care or support (carer's leave) for an immediate family or household member in the event of:

- a personal illness or injury affecting the member
- an unexpected emergency affecting the member

22.2 SICK LEAVE

22.2.1 Entitlement to Sick Leave

22.2.1(i) An employee shall be entitled to sick leave on full pay at the rate of fifteen days for each completed year of service from the date of appointment. Such leave shall be credited twelve months in advance provided that, in the first year of employment:

22.2.1(ii) An employee appointed on a contract basis for a period less than 24 months shall be credited on appointment with the amount of leave that would accrue during the period of the contract.

22.2.2 Sick leave shall accumulate if not taken.

22.3 Transfer of Sick Leave Credits

The University will recognise prior service/ sick leave credits only with other publicly funded Australian universities or Technical and Further Education Institutes, for the purpose of Sick Leave, provided that the break in service between leaving the former University or Institute and commencing with Swinburne University is less than two months. Service in other circumstances may be recognised at the discretion of the Vice-chancellor or nominee.

All applications for prior service must be made within six months of commencement of employment.

22.4 Exclusive of other leave

22.4.1 Sick leave shall be exclusive of public holidays.

22.4.2 Sick leave shall be exclusive of annual leave or long service leave provided that if an employee falls sick on annual leave or long service leave for 5 days or more, and provides at any time satisfactory medical evidence he or she may be granted, at a convenient time, additional leave equivalent to the period of sickness falling within the annual leave and such absences shall be recorded as sick leave.

22.4.3 Sick Leave and Public Holidays

Where a public holiday falls during a period of sick leave and that holiday is observed by the institution, no deduction shall be made from the sick leave credits of an employee for that day.

22.4.4 Continuous Sick Leave Conditions

Continuous sick leave with pay shall not be granted to an employee for any period exceeding 13 weeks unless an agreed registered medical practitioner certifies that the leave is necessary. Where an employee is continuously absent from duty because of illness beyond a period of 13 weeks, the employee shall not be permitted to return on duty until the agreed registered medical practitioner certifies fitness to return to duty.

22.6 CARER'S LEAVE

22.6.1 Paid Leave Entitlement

An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use any sick leave entitlement for up to five days (38 hours) on any occasion, for absences to care for members of his or her immediate family or household who are sick and require care and support.

22.7.2 Notice Required

22.7.2(i) The employee shall wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

22.7.2(ii) The notice must include:

22.7.2(ii)(a) the relationship of the employee to the person requiring care ;

22.7.2(ii)(b) the reasons for taking such leave; and

22.7.2(ii)(c) the estimated length of the absence.

22.7.3 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

22.7.4 Unpaid Leave

An employee may take unpaid carer's leave by agreement with the University.

23. COMPASSIONATE LEAVE

You are entitled to three days' paid compassionate leave per occasion:

- to spend time with a member of your immediate family or household who contracts or develops an illness or sustains an injury that poses a serious threat to their life; or
- after the death of a member of your immediate family or household,

providing that you provide any evidence that the University reasonably requires of the illness, injury or death.

The three days' paid compassionate leave does not need to be taken consecutively.

24. PARENTAL LEAVE

Parental leave is available for eligible employees when they become a significant or primary carer of a child. Parental leave entitlement are as follows (part-time employees shall be eligible to the below entitlements on a pro-rata basis):

Type of Leave	Eligibility	Leave Entitlement
24.1 Maternity / Adoption Leave	12 months continuous service	52 weeks unpaid
24.2 Paternity leave	Primary carer and 12 months continuous service	52 weeks unpaid

24.3 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

24.3.1for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

24.3.2for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

24.4 Special maternity leave and sick leave

Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any maternity leave shall cease. However, an employee whose pregnancy, having proceeded for a period of more than 28 weeks, terminates by miscarriage or results in a still-birth, shall be entitled to:

24.4.1 such unpaid leave, as a medical practitioner certifies as necessary before return to work.

24.4.2 for illness other than the normal consequence of confinement she shall be entitled to either in lieu or in addition to special maternity leave, to such paid sick leave as to which she is entitled and which a registered medical certifies as necessary before return to work.

24.5 Maternity Leave –Transfer to a safe job

24.5.1 If in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue her present work, the employee must, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

24.5.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

24.6 Other Leave Entitlements during Parental Leave

An employee may be able to use other paid leave entitlements whilst on parental leave as follows:

24.6.1 Accrued annual leave and/or long service leave credits to cover any period of leave without pay;

24.6.2 In the case of maternity leave only, if an employee contracts an illness resulting from the pregnancy or childbirth and such illness extends beyond the period of paid maternity leave, then the employee shall, upon the submission of a medical certificate from a registered medical practitioner, be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid maternity leave expires.

Provided that no other paid leave shall be available to an employee during an absence on parental leave.

24.7 Notice Period and Extensions

24.7.1 The employee shall provide written notice to the University not less than four weeks preceding the date upon which the employee proposes to commence parental leave stating the period of leave to be taken, provided that the University may waive the requirement for notice.

24.7.2 An employee shall be entitled to extend the period of parental leave provided that the employee provides written notice of ten working days to the University and the total period of leave is not in excess of the

maximum aggregate period on entitlement to leave. A request to reduce the period of leave originally specified in sub clause 24.7 shall be subject to the University's approval.

24.8 Return to Work

An employee shall confirm his or her intention of returning to work by notice in writing to the University given not less than four weeks prior to the expiration of the period of parental leave. Upon the expiration of the parental leave, the employee shall be entitled to resume work on the same time fraction and on the substantive classification and salary as applied at the commencement of the leave, with duties commensurate with the employee's qualifications and experience and as far as possible similar to those performed by the employee prior to the taking of parental leave.

24.9 Incremental Advancement

Normal incremental advancement within salary classifications shall continue during parental leave.

24.10 Expiration of Contract

An employee on a short-term contract, whose contract expires during a period of paid parental leave shall not be eligible for further paid parental leave after the date of expiry of the contract unless the employee is re-employed on an on-going basis or on a further contract. The provision of parental leave shall not be grounds for the termination of a contract or for a refusal to offer a further contract of employment.

25. LONG SERVICE LEAVE

25.1 Entitlement

An employee shall be entitled to long service leave of thirteen weeks after ten years service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay provided that the employee may elect to convert all or part of their entitlement to double the period by taking leave on half pay.

25.2 Recognition Of Prior Service For Long Service Leave

25.2.1 For all employees commencing employment with the University on or after the date of certification of this Agreement, the University will recognise prior service only with other publicly funded Australian Universities or Technical and Further Education Institutes, for the purpose of Long Service Leave credits, provided that the break in service between leaving the former university or TAFE and commencing with Swinburne University is less than two months. Service in other circumstances may be recognised at the discretion of the Vice-Chancellor or nominee.

25.3 Minimum Service Prior to Taking Long Service Leave When Service from Previous Employer Is Recognised

Where service with another employer is recognised for long service leave credit, the University may require that a period of service with the University not greater than three years be completed before an employee is eligible to take long service leave.

25.4 Public Holiday whilst on Long Service Leave

Where a public holiday occurs during the period that an employee is absent on long service leave and such holiday is observed by the University, no deduction shall be made for that day from the employee's long service leave credits.

25.5 Notice to Take Long Service Leave – University direction to Staff

Where an employee has had a leave balance of thirteen weeks or more for three years, management may by notice in writing to the employee, direct the employee to take leave or such minimum number of weeks of leave as may be required. Such leave shall be commenced within a period of two years from the issue of such written notice provided that no direction may be issued in respect of service prior to August 1978.

25.6 Long Service Leave to Be Taken in Continuous Periods

An employee may take all or portion of the long service leave entitlement of the employee on a continuous basis provided that a minimum continuous period of one month on full pay or two months on half pay shall be taken at any one time.

26. COURT ATTENDANCE LEAVE

An employee who is required to attend a Court for the purposes of jury service, or to serve as a Crown witness, or to give evidence on matters directly relating to his/her employment with the University, will be granted paid leave for the duration of such attendance.

An employee required to appear in Court in any other capacity shall be granted leave without pay.

27. BLOOD DONOR LEAVE

An employee who elects to donate blood shall be granted leave on full pay for the period of leave required for each attendance.

28. STUDY LEAVE

28.1 Eligibility For Study Leave

To be eligible for study leave, a course of study must be relevant to the employee's position and have the ability to enhance the knowledge, skills and/or expertise of the incumbent. It is the responsibility of the Head of Management Unit to determine whether or not a course of study meets these requirements in order for an employee to have entitlement to this provision.

28.2 Study Leave Entitlements

Study Leave entitlements are as follows:

28.2.1 one subject per semester - up to 3 hours per week for the attendance of lectures and tutorials and up to 2 days per annum for the preparing and attending of examinations.

28.2.2 two or more subjects per semester - up to five hours per week for the attendance of lectures and tutorials and up to 4 days per annum for the preparing and attending of examinations.

28.2.3 Distance Education:

As above, with the employee being entitled to the stated hours for the preparation of course work, rather than the attending lectures or tutorials. Preparing and attending examinations is in accordance with the above-mentioned formula, depending on the number of subjects.

29. ACCIDENT MAKE-UP PAY

29.1 The University shall pay an employee accident make-up pay where the employee receives an injury for which weekly payments of workers' compensation are payable by or on behalf of the University pursuant to the provisions of the Victorian Accident Compensation Act 1985 (the Act).

29.2 'Accident Make-up Pay' means a payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Act and the employee's ordinary rate of pay, or where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.

29.3 The University shall pay or cause to be paid accident make-up pay during the incapacity of the employee within the meaning of the Act. Such payment shall not be paid to Electricians, Plumbers, Painters and Carpenters:

29.3.1 in excess of a continuous period of 52 weeks of total or partial incapacity; or

29.3.2 in excess of an aggregate period of 52 weeks of total or partial incapacity in respect of a particular injury or incapacity.

29.4 The University shall pay or cause to be paid accident make-up pay during the incapacity of the employee within the meaning of the Act. Such payment shall not be paid to Cleaners and Security:

29.4.1 in excess of a continuous period of 39 weeks of total or partial incapacity; or

29.4.2 in excess of an aggregate period of 39 weeks of total or partial incapacity in respect of a particular injury or incapacity.

29.5 The liability of the University to pay make-up pay in accordance with this clause shall arise as at the date of the injury in respect of which workers' compensation is payable.

29.6 The University shall not terminate the employment of any employee who is in receipt of accident make-up pay in accordance with sub clause 29.3 except where such termination is due to serious and wilful misconduct on the part of the employee.

29.7 In the event that an employee receives a lump sum in redemption of weekly compensation payments under the Act, the liability of the University to pay make-up pay in relation to that injury shall cease from the date of such redemption.

The employee shall repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates the injured employee for make-up payments made under this clause.

29.8 Where an employee is off duty as a result of an injury for which the University is liable for make-up pay under this clause, the employee shall be entitled to return to duty on alternate duties should a registered medical practitioner so recommend, for the purposes of rehabilitation, and provided that suitable work is available, without prejudice to other employees.

29.9 An employee who is partly incapacitated and who cannot obtain suitable employment with the University but who has obtained suitable employment with another University shall continue to be paid make-up pay by the University on the basis prescribed in sub clause 29.2 and 29.3 provided that the employee furnishes to the University evidence to the satisfaction of the University of the rate of actual earnings the employee is receiving from the other University.

29.10 An employee who is a claimant for workers' compensation pursuant to this clause, may upon application be granted sick leave to cover such absence in accordance with clause 24.2 - Sick Leave. Provided that no employee shall be concurrently entitled to the payment of sick leave and workers' compensation as prescribed in sub clauses 29.1 and 29.2.

If an employee is granted sick leave as provided by this sub-clause and subsequently has a workers' compensation claim accepted for the same period or part thereof pursuant to sub clause 29.1 on account of the same injury, the University shall re-credit the sick leave taken pursuant to this sub clause.

29.11 For an injury incurred prior to the proclamation of the Victorian Accident Compensation Act 1985, reference to that Act shall be deemed to be references to the Workers Compensation Act, 1958.

MISCELLANEOUS PROVISIONS

30. TRAVELLING ALLOWANCE

30.1 An employee who on any day or from day to day is required to work at a job away from his/her accustomed workshop or depot shall at the direction of the University present him/herself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his/her home to such workshop or depot and returning) he/she shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and such workshop or depot.

30.2 An employee who with the approval of the University uses his/her own means of transport for travelling to or from outside jobs shall be paid an allowance in accordance with the applicable Australian Taxation Officer (ATO) guidelines as at 1 July each year.

31. FIRST AID ALLOWANCE

An employee 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 \$10.28 (CPI Index All Groups, September 2003) if he/she is appointed by the University to perform first aid duty.

32. MEAL ALLOWANCE

Where an employee is entitled to the payment of a Meal Allowance in this agreement, the employee will be paid an allowance of \$15.60 per incident thereof.

Tradesperson listed below who are required to work overtime for more than:
Plumbers / Painters - one and a half hours;
Electrical Employees – two hours;
without being notified the day before that he or she will be so required to work, shall either be supplied with a meal by the University or paid a meal allowance, and for each subsequent meal break whilst on overtime.

33. TOOL ALLOWANCE

Except as provided elsewhere in this sub-paragraph tradespersons shall be paid an allowance for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons. The allowance payable is as follows:

33.1 Painters, Carpenters and Electricians - \$20.00 per week

33.2 Plumbers and Mechanical Engineers- \$20.00 per week

34. COMPENSATION FOR TOOLS

An employee shall be reimbursed by the University to a maximum of:

Carpenters only - \$963.00

Plumbers only - \$1140.00

Painters only - \$975.00

for loss of tools or 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, or if the tools are lost or stolen whilst being transported by the employee at the University's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft.

35. SUPERANNUATION

The University shall maintain existing superannuation arrangements, including employer contribution levels and eligibility and membership requirements. Contributions will therefore continue to be made to UniSuper for existing employees who belong to UniSuper and for all eligible new employees, provided that the University reserves the right to enable employees who wish to reduce their contributions to do so in accordance with changes to the applicable Trust Deed and Deed of Covenant.

This Clause shall not affect the payment of contributions to other superannuation funds in respect of existing employees who are members of such funds.

36. VOLUNTARY SALARY PACKAGING

In accordance with the relevant University policy, eligible employees may participate in a flexible salary packaging scheme. Under salary sacrificing or packaging schemes, an employee can agree to take the salary component of the total remuneration as cash salary or select a combination of cash salary and approved benefits to suit the employees individual needs. Participation in salary sacrificing or packaging will not affect salary for superannuation purposes or any other purposes.

37. ABANDONMENT OF EMPLOYMENT

37.1 An employee who has been absent for a continuous period of three working days, without the consent of the University, and during such time has not established to the satisfaction of the University that he/she was absent for reasonable cause, the employee shall be deemed to have abandoned his/her employment without notice.

Provided that the University shall make a reasonable effort to contact the employee before the employment is terminated under this sub clause.

37.2 Termination in such circumstances shall operate as from the date of the last attendance at work or the last days of absence in respect of which consent was granted.

38. EMPLOYEE LIABILITY

Where the University is sued by any person including an employee for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this Agreement applies whilst acting in the scope of his/her employment shall not claim from such employee so alleged to have been negligent, contribution or indemnity in respect of any such damages for which the University is so sued. This provision shall not apply if the University has effectively insured the employee so alleged to have been negligent against any liability of such employee to the University for any such contribution or indemnity. This clause of the Agreement shall not apply if the aforesaid alleged negligent act or omission constitutes serious and wilful misconduct.

APPENDIX 3 :RATES OF PAY

TRADES STAFF - ANNUAL SALARY RATES

Salary increases are operative from the first pay period to commence on or after the respective dates specified in this schedule.

Where an employee is employed on a part-time basis, or for less than a full year, the salary rates set out in this schedule shall be paid on a pro-rata basis.

Salary increases to the minimum rates payable under this agreement are:

2% in the first pay period following 1 April 2007

2% in the first pay period following 1 April 2008

3% in the first pay period following 1 September 2008

	Date Pay Increase Effective: 1/04/2007 (\$ per annum)	Date Pay Increase Effective: 1/04/2008 (\$ per annum)	Date Pay Increase Effective: 1/09/2008 (\$ per annum)
HEW 1			
LEVEL 1	\$32,765	\$33,421	\$34,423
LEVEL 2	\$33,320	\$33,987	\$35,006
LEVEL 3	\$33,878	\$34,556	\$35,593
LEVEL 4	\$34,437	\$35,126	\$36,180
HEW 2			
LEVEL 1	\$34,982	\$35,682	\$36,752
LEVEL 2	\$35,582	\$36,293	\$37,382
LEVEL 3	\$36,185	\$36,908	\$38,015
HEW 3			
LEVEL 1	\$36,565	\$37,296	\$38,415
LEVEL 2	\$37,198	\$37,942	\$39,081
LEVEL 3	\$37,832	\$38,588	\$39,746
LEVEL 4	\$38,443	\$39,212	\$40,388
LEVEL 5	\$39,101	\$39,883	\$41,079
LEVEL 6	\$39,735	\$40,530	\$41,746
HEW 4			
LEVEL 1	\$41,394	\$42,222	\$43,488
LEVEL 2	\$42,205	\$43,049	\$44,340
LEVEL 3	\$43,016	\$43,877	\$45,193
LEVEL 4	\$43,827	\$44,704	\$46,045
HEW 5			
LEVEL 1	\$44,919	\$45,817	\$47,192
LEVEL 2	\$45,802	\$46,718	\$48,120

LEVEL 3	\$46,682	\$47,616	\$49,044
LEVEL 4	\$47,566	\$48,517	\$49,972
LEVEL 5	\$48,448	\$49,417	\$50,899
LEVEL 6	\$49,329	\$50,316	\$51,825
HEW 6			
LEVEL 1	\$51,972	\$53,012	\$54,602
LEVEL 2	\$52,995	\$54,055	\$55,677
LEVEL 3	\$54,017	\$55,098	\$56,750
LEVEL 4	\$55,040	\$56,141	\$57,825
LEVEL 5	\$56,063	\$57,185	\$58,900

3. APPRENTICES

Apprentices will be paid a percentage of the base salary rate of the base trade for each trade group according to their year of apprenticeship as set out below.

- First Year 42%
- Second Year 55%
- Third Year 75%
- Fourth Year 88%

4. JUNIOR RATES

Juniors will be paid a percentage of the base salary rate of the relevant classification according to age as set out below:

- Under 16 years 45%
- At 16 years 50%
- At 17 years 60%
- At 18 years 70%
- At 19 years 80%
- At 20 years 90%

SIGNATORIES TO THE AGREEMENT

.....
Swinburne University of Technology
Professor Ian Young
Vice-Chancellor
John St, Hawthorn, Victoria

.....
Construction, Forestry, Mining and Energy Union (Construction Division)
Martin Kingham
State Secretary
500 Swanston St, Carlton South, Victoria

.....
Electrical Trades Union of Australia
Dean Mighell
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.....
Plumbing Trades Employees Union
Earl Setches
Branch Secretary
52 Victoria St, Carlton South, Victoria