



Explanatory Notes to the Monash Student Association Enterprise Agreement 2020-2024

PURPOSE

The purpose of this document is to explain the major changes which are proposed for the new Monash Student Association Enterprise Agreement 2020-2024 (the Agreement).

OPERATION OF THE AGREEMENT

The new Agreement will follow the previous agreement and will be a 4-year Agreement.

The Agreement will have a formal start date of 1 July 2020 and the nominal expiry date for the replacement agreement will be 30 June 2024.

MAJOR PROPOSALS: COMMON TERMS AND CONDITIONS

INCREASE IN PROBATION PERIOD TO 6 MONTHS

The probation period has been increased from 3 months to 6 months.

ADDITION OF INCLUSIVE EMPLOYMENT CLAUSE

New clause inserted affirming MSA's belief of inclusive employment and commitment to develop policies and procedures that will "provide practical guidance on best practice for inclusivity".

SALARY INCREASES (Clause 3.1)

The salary increases are listed in the table below.

Financial Year	Salary Increase
1st June 2020	0% (based on -0.3% CPI figure)
1st June 2021	3.7% (based on 3.7% CPI figure)
1st June 2022	6.1% (based on 6.1% CPI figure)
1st June 2023	2.37% or CPI if higher than 2.37%

** Please note that the increase for the 2020-2021 and 2021-2022 financial years have already received.*

HOURS OF WORK & FLEXIBLE WORKING ARRANGEMENTS

Ordinary hours will remain the same, however a provision has been added to the Flexible Working Arrangements to allow staff to work up until 8pm with agreement from MSA if they wish to apply for a Flexible Working Arrangement, without any penalty rates. This arrangement can only be engaged by the employee, not the employer.

LEAVE ARRANGEMENTS

GENERAL ADMINISTRATION CHANGES OF LEAVE PROVISIONS TO REMOVE SCHEDULE B (Clause 5)

Reduced of the leave provisions from two areas of the EA into one, under clause 5. This removes the current Schedule B from the EA, with information in that section transferred to clause 5.

CASHING OUT OF ANNUAL LEAVE (Clause 5.7)

The addition of a cashing out of annual leave provision with limitations such as, must only occur once in any 12-month period and only when a staff member has over 40 days leave accrued. Their remaining leave provisions must not drop below 20 days accrued.

CHANGE OF DEFINITION OF DOMESTIC VIOLENCE LEAVE (Clause 5.12)

Domestic Violence Leave has been changed to Family and Domestic Violence Leave. There have been no substantive changes to leave provision.

CHANGE OF DEFINITION OF MATERNITY LEAVE TO PARENTAL LEAVE (Clause 5.14)

Changes in the provision to make the definition uniform to parental leave as previous version used parental leave and maternity leave interchangeably.

INCLUSION OF SURROGACY LEAVE PROVISION (clause 5.16.4)

The inclusion of a provision in the parental leave provisions for a member of staff who wishes to act as a surrogate to 6 weeks paid leave for the birth of the child.

INCLUSION OF GENDER AFFIRMATION LEAVE (Clause 5.18)

The inclusion of up to 30 days leave for the purposes of transition from one gender to another.

UPDATE TO STAFF ENTITLEMENT FUND (Clause 11.2)

The staff entitlement fund is now the Redundancy Entitlement Fund. Leave provisions will be protected and recorded in MSA general accounts as per accounting standards and legislation. The redundancy fund will carry enough money to fund redundancies in accordance with the clause and provide MSA flexibility to invest the fund outside the previous term deposit requirement. Any interest earned over and above redundancy requirements will be moved back to MSA's general accounts, with a provision to set up a training and professional development fund as well.

SCHEDULE B

With the removal of the leave provisions into clause 5 of the EA. Schedule C – Allowances and Reimbursements now becomes schedule B with no changes to actual details within the schedule.

INCLUSION OF A SUPPORTED WAGE SYSTEM

There is now a supported wage system program as Schedule C to define the conditions “which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Enterprise Agreement”.

INCLUSION OF APPRENTICESHIP AND TRAINEESHIP SYSTEM

Schedule D provides the conditions for apprentices and trainees at MSA.

QUERIES

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