

Central Queensland University TAFE Teachers Copied State AWARD 2014

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Copied State Award will be known as the *Central Queensland University TAFE Teachers Copied State Award 2014*; this replaces the TAFE Teachers' Award - State 2012.

1.2 Arrangement

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1.3 Award coverage

This Copied State Award applies to those employees of the Department of Education, Training and Employment who transfer to Central Queensland University on 1 July 2014 and non-transferring employees covered by this award and whose rates of pay are fixed by this Copied State Award and to the Central Queensland University as the employer in relation to such employees.

1.4 Statutory coverage

The provisions of the *Vocational Education, Training and Employment Act 2000* as amended/replaced from time to time and Regulations made thereunder shall continue to apply to the employees or classes of employees to which this Award applies, where such Acts and Regulations are applicable, save in so far as the conditions of employment and the remuneration to be received by such employees or classes of employees are affected by the provisions of this Award.

1.5 Date of operation

1.5.1 This Copied State Award takes effect from 1 July 2014 and remains in place until 30 June 2019.

1.5.2 University Policy and Procedures

Where reference is made to a university policy and/or procedure, and that policy or procedure pertains to a condition previously covered by a public service directive which originates from the Copied Agreement or Copied Award, the University will:

- a. Ensure that the conditions provided for in the policy and/or procedure are no less favourable than those provided at the time of transfer in the relevant public service directive(s).

- b. Policies and procedures referenced within the Copied Award may be varied during the life the Copied Agreement/Copied Award in consultation with employees to whom the policies may apply and the Unions.
- c. University policy and procedures do not form part of the Copied Award/Copied Agreement.

1.6 Parties bound

This Copied State Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Australian Municipal, Administrative and Clerical Services Union (AMASCU) and the Australian Education Union (AEU) and their members.

1.7 Definitions

- 1.7.1 "Act" means the *Fair Work Act 2009* as amended or replaced from time to time.
- 1.7.2 "Associated Functions" means student management other than teaching as defined, preparation, marking and subject counselling.
- 1.7.3 "Base Qualification" means a qualification which is considered by the Vice-Chancellor & President or nominee to be equivalent to an apprenticeship or similar qualification.
- 1.7.4 "Casual Employee" means an employee other than a Permanent part-time employee as defined who is engaged by the hour to work on an irregular basis as a Teacher or Tutor.
- 1.7.5 "Commission" means the Fair Work Commission.
- 1.7.6 "Educational Administrator" means a person appointed as such and who:
 - (a) holds approved teaching qualifications;
 - (b) holds relevant vocational qualifications;
 - (c) is responsible for the management of all aspects of educational programs offered within The University;
 - (d) is responsible for providing leadership based on academic and administrative competence;
 - (e) is responsible for the provision and management of resources;
 - (f) is responsible for the management and co-ordination of activities encompassed by the University; and
 - (g) provides and promotes an enhanced system of vocational and further education and training to achieve educational excellence.

Positions of Educational Administrator are promotional and include Associate Director and/or Programme Manager.
- 1.7.7 "Educational Delivery Staff" means staff who are involved in the delivery of vocational education and training services to clients. These staff include Teachers, Leading Vocational Teachers, Training Consultants, Training and Development Advisers, Training Project Officers and Instructional Designers or staff carrying out similar functions and having similar responsibilities as the abovementioned staff.
- 1.7.8 "Fixed-Term Employee" means an employee engaged as a Teacher, Leading Vocational Teacher or Educational Administrator to meet temporary circumstances for a specified period not exceeding 12 months. Where such a need continues to exist for an engagement beyond 12 months a Permanent, Full-Time Teacher, Leading Vocational Teacher or Educational Administrator appointment shall be made except where mutually agreed by the relevant parties to this Award.
- 1.7.9 "Fixed-Term Tutor" means a person appointed as such who is engaged to meet temporary circumstances for a specific period.
- 1.7.10 "Incidental Duties" means course, curriculum or special program development and review, industry liaison, professional development, course and career counselling.
- 1.7.11 "CQUniversity" is the Central Queensland University.

- 1.7.12 "Vice-Chancellor and President or nominee" means the position of Vice-Chancellor and President of the University as the Chief Operating Officer or other delegated nominee of the Vice-Chancellor and President.
- 1.7.13 "Leading Vocational Teacher" means a person appointed as such and who undertakes a leadership role in addition to performing teaching functions and duties".
- 1.7.14 "Non-Attendance Time" means those periods of time when a Permanent Teacher, Leading Vocational Teacher, Principal Teacher or Tutor is not required to be in attendance at the University.
- 1.7.15 "Permanent" in relation to Teacher, Leading Vocational Teacher, Principal Teacher, Educational Administrator or Tutor means a person appointed as such who is appointed on tenure.
- 1.7.16 "Principal Teacher" means a person appointed as such and who performs Teaching Functions, and Incidental Duties as defined for the classification of Teacher, and, either -
- (a) provides leadership in the maintenance of standards in teaching strategies and assessment procedures; and/or
 - (b) provides leadership and guidance in the technical aspects of the discipline; and/or
 - (c) is responsible for the provision and management of resources as well as managing and coordinating the range of educational program activities offered by an area of the University.
- 1.7.17 "Support/Assist" means to give help to; take secondary part to.
- 1.7.18 "Teacher" means a person appointed as such and who performs Teaching Functions and Incidental Duties as defined within that person's area of expertise in relation to courses or subjects offered by the University.
- 1.7.19 "Teaching Functions" means the teaching, classroom assessment and supervision of students.
- 1.7.20 "Tutor" means a person appointed as such who is required, under the direction of a Teacher, or in consultation with other Educational Delivery Staff, to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical classes and to assist with student assessment, but does not teach.
- 1.7.21 "Tutoring Duties" means:
- (a) Provide support to students through the delivery of tutorials as directed by the Teacher and/or in consultation with other Educational Delivery Staff, and provide support in student assessment (including support in recognition of prior learning and workplace assessment);
 - (b) Provide support through the delivery of tutorials in the workplace;
 - (c) Provide learning support to students as directed by the Teacher and/or in consultation with other Educational Delivery Staff;
 - (d) Contribute to educational and subject planning and development for the actual delivery of vocational education and training services;
 - (e) Participate in and contribute to the Work Team;
 - (f) Regularly liaise with team members to discuss issues such as tutorial requirements and content;
 - (g) Provide advice on trends and practices in industry.
- 1.7.22 "Union" means the Together Queensland, Industrial Union of Employees (AMASCU) and/or the Australian Education Union (AEU).
- 1.7.23 "Representative" for an employee, means an employee of the University or union representative, (other than a practicing solicitor or barrister), who are the choice of an employee, may support and/or represent that employee. "Representative" for management i.e. a person acting on behalf of the University in an executive, management, supervisor or similar roles, means an employee of the University or a representative from the Australian Higher Educational Industrial Association (AHEIA) or another person of the University's choice (other than a practicing solicitor or barrister) who may support and/or represent the University.
- 1.7.24 "Joint Consultative Committee (JCC)" is the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues.

- 1.7.25 "Work Team" means the group of staff who primarily contribute to the direct delivery of vocational education and training.

PART 2 - FLEXIBILITY

- 2.1 An employer and employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (b) the arrangement is genuinely agreed to by the employer and employee.
- 2.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 2.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Resolving Disputes Arising from this Agreement

- 3.1.1 It is agreed that the University, its employees and the Unions have an interest in resolving disputes arising under this Award in a timely manner. This dispute resolution process applies to any matters arising under this Award, or in relation to the National Employment Standards. Any resolution achieved in accordance with this clause will be in the form of a written agreement.
- 3.1.2 Where one or more staff members or a party to this Agreement is of the view that there is a dispute about any matter arising under this Agreement or the application of the National Employment Standards, notice of that dispute shall be provided to the Director, People and Culture or nominee. Such notice may be, but need not be, in writing.

- 3.1.2.1 On receipt of such advice or notice, the Director, People and Culture or nominee shall convene a meeting of the person(s) or party raising the dispute and such person(s) as the Director or nominee deems to be involved in the matters arising. In any case such meeting shall take place within five working days of the advice of the notice of the dispute (or other time as agreed by the parties). Parties to the dispute may attend either in person or (at their discretion) by teleconference.
- 3.1.2.2 Where the discussions at that dispute meeting appear to require further investigation or consultation, the considerations/consultations may continue beyond the day of the initial meeting. Such discussions or consultations, however, shall not extend beyond five working days from the date of that initial meeting (or other time as agreed by the parties). A staff member(s) may be either represented or assisted by a representative of their choice during all parts of this dispute process, in accordance with this Agreement. Where the staff member(s) chooses to be represented, the University may also choose to be represented in accordance with this Agreement.
- 3.1.2.3 The Director, People and Culture or nominee shall be free to recommend conciliation to the parties toward resolving some or all of the issues arising. Where the parties agree, such conciliation shall be conducted on an agreed schedule. Such a process shall be without prejudice to the operation the processes of this clause.
- 3.1.3 If within five working days (or other time as agreed by the parties), the dispute is not resolved as per subclause 3.1.2, including where there is disagreement as to whether the dispute is capable of being resolved under this procedure, it shall be referred to the appropriate level of management who will arrange a conference of the parties to the dispute, and where they so choose their representative(s) and any other relevant employees, to attempt to resolve the matter. This process shall not extend beyond five working days (or other time as agreed by the parties).
- 3.1.4 Should the dispute not be resolved by the processes referred to above, either party to the dispute may refer the dispute to the Fair Work Commission (FWC), or if the parties concur, to an independent mediator agreed by the parties. At this point the relevant Union(s) will be notified and have a right to appear as a party to the dispute. During this process the parties may be represented, where requested, by a person or organisation of their choice. In dealing with the dispute, the Fair Work Commission (FWC) or the agreed person may exercise all necessary and proper procedural powers which are necessary to make such dealings effective. Unresolved disputes should be referred to the Fair Work Commission (FWC) within 20 working days (or other time as agreed by the parties) from the completion of the process outlined in subclause 3.1.3 above.
- 3.1.5 The Fair Work Commission (FWC) or the agreed person is empowered to resolve the dispute by conciliation and, if the dispute remains unresolved, by arbitration.
- 3.1.6 The decision of the Fair Work Commission (FWC) or the agreed person will bind the parties, subject to either party exercising a right of appeal against the decision of the Fair Work Commission (FWC) to a Full Bench.
- 3.1.7 While the parties to the dispute attempt to resolve the matter in accordance with this clause, work must continue as normal, other than with respect to bona fide health and safety issues, while the matter in dispute is being dealt with in accordance with this clause. This will not require that changed work practices cease.
- 3.1.8 Settlements reached through the processes above shall be without prejudice to other similar matters.

3.2 Grievance Resolution Procedures

Introduction

3.2.1 *Development of procedures*

The University has developed procedures for the resolution of complaints, grievances, or problems related to internal personnel and related matters at CQUniversity. These procedures emphasise a collegial approach to grievance resolution through informal facilitation and mediation and are designed to lead to a prompt resolution of difficult problems.

3.2.2 *Procedures not to over-ride other legislation*

These procedures do not and cannot be applied to matters covered by applicable regulations and industrial legislation. In short, where the University is required by legislation or agreement to deal with a particular matter in another way, this procedure shall not be available.

3.2.3 *Fair treatment for all*

All parties concerned are entitled to fair treatment in relation to the procedures. Negotiation and conciliation - informal or formal - are the guiding principles.

Participation in mediation does not prejudice the rights of an employee to seek redress through other appropriate channels (eg. Fair Work, Anti-discrimination Commission).

3.3 First Level: one-on-one informal discussion/facilitation

3.3.1 When an employee wishes to raise a grievance with the University within these procedures, that employee should initially attempt to resolve the grievance through informal discussions with the other party or parties involved.

The employee should also verbally advise their immediate supervisor of the situation. However, where an employee claims to have been aggrieved by the immediate supervisor, the employee shall instead inform that supervisor's immediate superior if the employee feels unable to approach the immediate supervisor on the issue in grievance.

Staff members from the People and Culture Directorate are available to facilitate one-on-one informal discussions on request.

3.3.2 The person with whom the grievance was raised shall make a full verbal response to the employee not later than five working days from the date the matter is raised.

The supervisor should ensure the matter is proceeding according to the time-frames contained in these procedures.

3.4 Second level: informal mediation

3.4.1 If the concerned employee is dissatisfied with the reply (or if there was not a timely reply at the first level), the employee should verbally advise the Director, People and Culture of the unresolved grievance.

3.4.2 At the request of the parties involved, or the discretion of the Director, People and Culture, processes will be instigated within five working days to arrange a mediation of the grievance with the aggrieved person(s) by independent and neutral mediators.

3.5 Third level: referral to independent external investigator - conciliation

3.5.1 If agreement has not been reached within five working days following the second level (or if a timely meeting was not convened) the employee shall advise the Director, People and Culture in writing of the continuing unresolved grievance. Upon such notice, the Director, People and Culture shall hand the matter over to an independent external investigator and advise all parties of this action.

3.5.2 Within ten working days of the written notice to the Director, People and Culture of the continuing grievance, the independent external investigator shall commence duties. The independent external investigator shall make all reasonable attempts to establish the validity of the grievance and shall have access to relevant information, records, and persons.

3.5.3 The independent external investigator's recommendations will be forwarded to the Vice-Chancellor and President or nominee for consideration and final determination.

3.6 Fourth level: Vice-Chancellor and President makes final determination

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) fixed term; and
- (d) casual

4.2 Part-time employment

- 4.2.1 *Hours* - The ordinary working hours for permanent part-time employees shall be worked continuously excluding meal breaks and shall not be less than 0.4 or more than 0.8 of the full-time hours, with the number of hours worked being fixed and constant over a weekly period.
- 4.2.2 *Duties and responsibilities* - Persons will be expected to assume an appropriate workload relative to their employment fraction. This workload will include the professional duties and responsibilities carried by permanent full-time employees.
- 4.2.3 *Payment* - A permanent part-time employee shall be paid according to their hours of engagement at the same hourly rate as a permanent full-time employee would be paid for performing in the same designation.
- 4.2.4 Annual increments shall be payable to permanent part-time employees under the same provisions as applicable to Permanent, full-time employees provided that increments of salary will become due when the permanent part-time employee has completed the equivalent of one year of full-time service.
- 4.2.5 Permanent part-time employees shall be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the classification.
- 4.2.6 A permanent part-time employee who usually works on a day of the week on which a public holiday falls and who is not required to work on that day shall be paid for the time which would otherwise have been worked on that day.
- 4.2.7 *Leave* - All leave provision entitlements as apply to permanent full-time employees shall apply to permanent part-time employees on a *pro rata* basis based upon the actual number of hours worked per week:
- Provided that bereavement leave entitlements shall be the same as for permanent full-time employees and that, where the particular circumstances would warrant a permanent full-time employee being granted leave on consecutive days for a short leave of absence, similar consideration will be given to a part-time employee working consecutive days.
- 4.2.8 *Return to permanent, full-time teaching* - The following will apply to those persons who were employed permanent full-time prior to transferring to a part-time basis:
- (a) Voluntary return - Persons are guaranteed return to permanent full-time teaching at the earliest available opportunity upon their request.

In general, 3 months' notice will be required prior to return to permanent full-time teaching. However, the parties recognise that problems may occur in smaller centres which necessitate a longer waiting period. In these cases, the return to permanent full-time teaching will be subject to a vacancy arising but wherever possible will occur no later than the commencement of the following teaching year, provided that the appropriate notice has been given.

Where the employer believes that a return to permanent full-time teaching will not be possible by the commencement of the following year, the employer shall notify the employee and the employee's Union at the earliest opportunity of this fact and the circumstances preventing a return to permanent full-time teaching. Subject to the University's Grievance procedures), the parties shall negotiate for return to permanent full-time teaching.

Wherever possible, the employer will waive notice requirements for return to permanent full-time teaching in emergent or compassionate circumstances.

- (b) Involuntary return - The parties acknowledge that circumstances as agreed to from time to time will arise where continuation of a person on a part-time basis will present difficulties for efficient staffing.

A person considered to be in such a situation will be approached by the employer to negotiate a return to permanent full-time teaching.

4.3 Fixed-term employment

- 4.3.1 Fixed-term employees shall be engaged on a full-time or part-time basis
- 4.3.2 Fixed-term employees shall be paid in accordance with their experience and qualifications as a Teacher, Leading Vocational Teacher, Educational Administrator or Tutor as specified in clause 5.1 and Schedule 4 for the relevant classification and hours of engagement of this Award.
- 4.3.3 All provisions contained in this Award shall apply to fixed-term employees in accordance with their hours of engagement.

4.4 Casual employment

- 4.4.1 Casual engagements shall be offered first to permanent full-time Teachers and Tutors provided that such engagements extending beyond 6 hours per week for permanent full-time Teachers and Tutors shall be subject to the discretion of the Vice-Chancellor and President or nominee.
- 4.4.2 The following conditions shall be applicable to casual employment excluding engagements in Stream 1000 programs:

- (a) A Casual Teacher shall be paid the hourly equivalent of Step 4 of the Teacher salary scale provided in Schedule 4 of this Award;
- (b) The hourly rate in clause 4.4.2(a) shall be calculated by dividing the appropriate fortnightly salary by 42 and adding 23% for engagements between the hours of 8.00 am and 6.00 pm Monday to Friday;
- (c) The hourly rate referred to in clause 4.4.2(a) includes payment for teaching and Incidental Duties;
- (d) A Casual Tutor shall be paid the hourly equivalent of 70% of Step 4 of the Teacher salary scale provided in Schedule 4 of this Award. The hourly rate provision for a Casual Tutor shall be calculated by dividing the appropriate fortnightly salary by 64 and adding 23% for engagements between the hours of 8.00 am and 6.00 pm Monday to Friday;

The number of hours that a casual Tutor is engaged for must reflect the number of hours that they are programmed for Tutoring Duties;

- (e) All teaching/tutoring hours worked before 8.00 am and after 6.00 pm Monday to Friday or on Saturday shall be paid at one and a-half times the ordinary hourly rate;
- (f) All teaching/tutoring hours worked on Sundays shall be paid at double the ordinary hourly rate;
- (g) All teaching/tutoring hours worked on public holidays shall be paid at double time and one-half the ordinary hourly rate;
- (h) Where casual teaching/tutoring is allotted owing to an unscheduled staff shortage caused by sick leave, special leave or any other emergency, payment shall be made at the applicable rate specified in clause 4.4.2(a) to (g).

4.5 Anti-discrimination

- 4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Fair Work Act 2009* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade Union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.5.2 Accordingly, in fulfilling their obligations under the prevention and settlement of disputes in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.6 Termination of employment

4.6.1 *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.6.2 *Termination by employer*

- (a) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.6.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.6.3 *Termination by employee*

- (a) The employee shall give the employer 2 weeks' notice of the employee's termination of employment or forfeit 2 weeks' salary in lieu thereof.

4.6.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.7 Introduction of changes

4.7.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.7.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (eg. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8 Redundancy

The provisions of clause 4.8 will not apply to the extent that the provisions of the redundancy arrangements are contained in a University policy and procedure. where the University policy and procedure provides for entitlements that are superior to clause 4.8.

4.8.1 Consultation before terminations

- (a) Where the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.9 Incidental and peripheral tasks

4.9.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.9.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.9.3 Any direction issued by an employer pursuant to clauses 4.9.1 and 4.9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

5.1.1 Tutors

(a) The scale of minimum salaries that shall apply to Tutors is as listed in Schedule 4 of this Award.

(b) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.

(c) A Tutor shall have qualifications at least equal to the level of the course or courses to which they are assigned.

(d) A Tutor's commencing classification will be consistent with the provisions of Schedule 3 of this Award.

(e) A Tutor may be required to conduct tutorial classes of a minimum of one hour duration. The accepted Tutor/student ratio is 1 to 15 but this can be amended by the Work Team and a representative of management after due consideration has been given to the following guidelines:

- consultation with management, members of staff and unions;
- awareness of safety hazards or risks to students;
- limitations in accommodation and/or equipment;
- students with disabilities and/or learning difficulties;
- compliance with the *Work Health and Safety Act 2011*;
- conduct of special access programs, community education and compensatory programs;
- mode of delivery.

The amendment should be reported to the University's Consultative Committee.

- (f) The decision to introduce/vary the use of Tutors in the presentation of a course will be made by the Work Team and a representative of management through a process of consultation.
- (g) Tutors can conduct tutorials only on work that has been previously covered by a Teacher or other Educational Delivery Staff or by using another mode of delivery.
- (h) Tutors performing higher duties as a Teacher shall be paid a higher duties allowance in accordance with the provisions of Schedule 3 to this Award.

5.1.2 *Teachers*

- (a) The scale of minimum salaries that shall apply to Teachers is as listed in Schedule 4 of this Award.
- (b) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.
- (c) Subject to the approval by the Vice-Chancellor & President or nominee of individual appointments, the following minimum conditions shall apply to the appointment of Teachers:
 - (i) A Teacher appointed with base trade vocational or equivalent qualifications and a minimum of 5 years post trade training industrial experience or 9 years full-time industrial experience shall commence at Step 3 of the scale.
 - (ii) A Teacher appointed with vocational qualifications higher than those in clause 5.1.2(c)(i), that is, not less than diploma level and up to and including degree level, and 5 years post trade training industrial experience shall commence at Step 3 of the scale.
 - (iii) A Teacher with an approved teaching qualification and a minimum of 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale.
 - (iv) A Teacher with an approved teaching qualification, base trade vocational or equivalent qualifications at less than diploma level, and a minimum of 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale.
 - (v) A Teacher appointed with a vocational qualification at bachelor degree level, plus additional qualifications at not less than diploma level, and 5 years post trade training industrial experience shall commence at Step 3 of the scale.
 - (vi) A Teacher with an approved teaching qualification in addition to vocational qualifications higher than those in clause 5.1.2(c)(i), that is, not less than diploma level and up to and including degree level, and 5 years post trade training industrial/teaching experience shall be appointed at no less than Step 4 of the scale.
 - (vii) A Teacher without an approved teaching qualification shall not progress beyond Step 4.
 - (viii) A Teacher with an approved teaching qualification and less than 5 years post trade training industrial/teaching experience shall be appointed in line with the qualifications specified in clauses 5.1.2(c)(ii), (iii) or (iv), but shall serve the balance of the 5 year period, excluding years accrued since current appointment, on Step 4 of the scale before progressing.
 - (ix) A Teacher with an approved teaching qualification, a vocational qualification at bachelor degree level plus additional higher qualifications and 5 years post trade training industrial and/or teaching experience shall commence at Step 5 of the scale.
- (d) Recognition of previous teaching experience - Recognition of teaching experience up to Step 9 on the scale is dependent upon the applicant holding an approved teaching qualification and having post qualification teaching experience in an approved educational institution.

5.1.3 *Leading Vocational Teachers*

- (a) The scale of minimum salaries that shall apply to Leading Vocational Teachers is as listed in Schedule 4 of this Award.
- (b) Teachers on Step 9 of the salary scale shall progress to Leading Vocational Teacher Step 1 provided that they sign an undertaking to perform additional duties and have completed at least 12 months on Step 9. Progression to Leading Vocational Teacher Step 1 will take effect from the date of signing/acceptance of the undertaking that specifies the additional duty(s).

- (c) Progression to Steps 2 and 3 of Leading Vocational Teacher will be by annual increments subject only to clause 5.1.3(f).
- (d) The additional duties expected of a Leading Vocational Teacher may include:
- Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Associate Directors or those on the Educational Administrator Level;
 - Teacher plus team leadership;
 - International projects/business;
 - Industry liaison work;
 - Work in industry;
 - Leadership in teaching practice;
 - Accountability (delegation of financial or staffing);
 - Performance, planning and review;
 - Mentoring (teachers/tutors);
 - Marketing (development of promotional strategies); Programming.
- (e) The list of additional duties is meant to be indicative only and does not provide an exhaustive list.
- (f) Should a Leading Vocational Teacher fail to meet their undertaking they shall be made subject to a review of their duties and classification. Such a review may consider a re-allocation of duties or a removal of the Leading Vocational Teacher classification whereby the employee may return to Step 9.
- (g) There will be no quotas to limit the number of Leading Vocational Teachers.
- (h) Detailed guidelines for the operation of Leading Vocational Teachers may be developed by the parties to this Award from time to time.

5.1.4 *Principal teachers*

- (a) No new appointments will be made to Principal Teacher. Current employees engaged as Principal Teachers will continue to be paid in accordance with this level until such time as they leave their teaching engagements CQUniversity.
- (b) Principal Teachers who have transitioned to the Leading Vocational Teacher position will be required to perform additional duty(s), but shall not be required to sign an undertaking.
- (c) The scale of minimum salaries that shall apply to Principal Teachers is as listed in Schedule 4 of this Award.
- (d) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.

5.1.5 *Educational administrators*

- (a) The scale of minimum salaries that shall apply to Associate Director/Programme Manager is as listed in Schedule 4 of this Award.
- (b) The positions of Associate Director/Programme Manager within The University shall be determined by the employer having regard to the functions and duties to be performed, the level of supervision and other relevant work value considerations.

5.1.6 *Increments*

Notwithstanding anything contained in this Award, no employee shall be entitled to receive any increase in salary by virtue of this Award if the conduct, diligence, and general efficiency of such employee shall have been certified to be unsatisfactory by the Vice-Chancellor & President or nominee.

If any increase prescribed by this Award is withheld from or refused to be granted to any employee, such employee shall be given an opportunity to show cause to the Vice-Chancellor & President or nominee why such increase should not be withheld.

- 5.1.7 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2012 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage

adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2 Allowances

5.2.1 *Overtime meal allowance* - Employees required to work beyond their normal programmed working hours and the working of such time does not allow them to return to their homes or lodgings for a meal shall be paid a meal allowance as prescribed in University policy and procedure.

5.2.2 *Locality allowance* - The conditions and entitlements of locality allowances paid to employees who are appointed to work at named centres are prescribed in University policy and procedure for Locality Allowance.

5.2.3 *Performance of higher duties* - The conditions for the payment of higher duties when an employee assumes the duties and responsibilities of a higher classification level are prescribed in University Policy and procedures for Higher Duties.

Provided that the extra remuneration prescribed by the University Policy shall be paid to the classes of employees referred to in the application clause of this Award who fill the office temporarily for more than 3 working days.

5.3 Superannuation

In accordance with federal legislation, employees' superannuation entitlements will be paid to the relevant fund.

The University agrees that it will maintain the arrangements for superannuation in respect to access to QSuper and contribution rates for those staff who are full members that are in effect as of the date of transfer to the University.

For employees not eligible for full membership as of the date of transfer to the University and all new staff employed after the date of transfer, payment of the Superannuation Guarantee will be made to UniSuper in accordance with University's Enterprise Agreement

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 The ordinary weekly working hours of employees shall not exceed 36¼.

(a) Teachers, Leading Vocational Teachers, Principal Teachers and Tutors shall be required to be in attendance at the University or engaged in University related work for a maximum of 32 hours per week.

(b) Attendance time may be extended by up to half an hour per week or one hour per fortnight to provide for a staff meeting to be called by an appropriate officer at a level not lower than Educational Administrator to be held outside associated function and incidental duty time.

Any such meeting would be held immediately prior to or following an associated function, incidental duty or teaching period or during a lunch break.

(c) Tutors shall be programmed for 32 hours of Tutoring Duties per week. A Tutor shall be programmed for 0.333 hours on non-contact tutorial duties for each hour of face to face tutoring with a group of students in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), to a maximum of 24 hours face to face tutoring. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

- 6.1.2 Ordinary hours shall be worked between 8.00 am and 9.00 pm Monday to Friday and where particular circumstances related to the requirements of a course dictate, classes may be programmed before 8.00 am or to 10.00 pm.
- (a) A Teacher, Principal Teacher or Tutor shall not be required to attend the University for more than 9 hours in any one day and commence duty more than once on any one day.
 - (b) No employee shall be required to commence duty less than 10 hours after the conclusion of the previous period of duty.
- 6.1.3 Principal Teachers, Teachers, Leading Vocational Teachers and Tutors engaged in teaching/tutorial shall work according to a program which shall entail a maximum of 5 days University attendance.
- (a) Hours engaged in teaching shall not exceed 21 hours per week.
 - (b) Within the ordinary weekly attendance hours, Teachers, Leading Vocational Teachers and Principal Teachers shall be entitled to 8 hours for Associated Functions and 3 hours for Incidental Duties based on 21 hours teaching per week.
 - (c) Where teaching staff are programmed for more than 3 hours on Incidental Duties a corresponding proportional reduction is to be made to teaching and associated function time.
- 6.1.4 All teaching and tutoring programmed before 8.00 am or after 6.00 pm shall be counted at time and a-half for the purpose of calculating the number of teaching/tutoring hours worked.
- 6.1.5 A Teacher, Leading Vocational Teacher, or Principal Teacher who is required to teach in more than 3 different course areas and 3 discrete subject areas shall not be required to teach more than 18 hours per week.
- 6.1.6 A Tutor who is required to Tutor in more than 3 different course areas and 3 discrete subject areas in the lecture/Tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), shall be programmed for no more than 21 hours of face to face tutoring. Non-contact tutorial duties shall be programmed at 0.524 hours of each hour of face to face tutoring with a group of students. This non-contact time shall be rounded up to the nearest quarter- hourly interval.
- 6.1.7 Principal Teachers shall be programmed for a minimum of 6 hours teaching per week or 200 hours per year, whichever is the lesser, unless otherwise approved by the Vice-Chancellor & President or nominee.
- 6.1.8 A casual Teacher shall not be engaged to teach for more than 12 hours per week.
- 6.1.9 A casual Tutor shall not be required to conduct tutorial classes for more than 12 hours per week.

6.2 Meal break

Employees shall not be required to work for more than 4 hours without being allowed an unpaid break of at least three- quarters of an hour.

6.3 Non-attendance time

The Vice-Chancellor and President or nominee shall, having regard to the efficient operation of the University and upon completion by each Permanent employee covered by this Award, excluding Educational Administrators (Associate Directors/Programme Manager), of allotted teaching/tutoring, or Incidental Duties grant Non-Attendance Time in accordance with conditions contained in Schedule 1 to this Award.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every Permanent, full-time employee covered by this Award shall be entitled to annual leave on full pay in accordance with the calculations and limitations set out in clause 7.1.
- 7.1.2 Employees shall accrue annual leave at the rate of 1.667 days each month of service up to a maximum accumulation of 26 working days:

Provided that those employees required to perform their duties for a period in excess of one calendar month at the University or campus which is located north of the 16th parallel of south latitude and west of 144 degrees of east longitude and including Charleville and those further centres which may be approved by the employer, shall accrue annual leave at the rate of 2.084 days each month of service up to a maximum accumulation of 36 working days.

- 7.1.3 All annual leave granted shall be exclusive of any public holiday or special holiday appointed under the *Holidays Act 1983*.
- 7.1.4 Annual leave may be taken in minimum periods of one day and up to the total of accrued leave at the date of commencement of such leave, provided that a minimum of 7 working days annual leave will be taken by all employees to coincide with the Christmas/New Year closure of the University.
- 7.1.5 Any balance of leave not availed of shall be taken into account when determining an employee's next leave entitlement accrued in accordance with the provisions of clause 7.1.2.
- 7.1.6 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay shall be calculated as follows:
- (a) All employees - In no case shall the payment by the employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary salary rate for the period of approved annual leave;
 - (ii) A further amount calculated at the rate of 17.5% of the amount referred to in clause 7.1.6(a)(i);
 - (iii) This payment shall not apply to any period of leave in excess of 20 working days per annum.
 - (b) Loading payable in accordance with clause 7.1.6(a) will be paid prior to any annual leave being taken provided application for such leave is lodged 4 weeks prior to the commencement of such leave.
- 7.1.7 The following further provisions shall apply in respect of annual leave:
- (a) Notwithstanding that an employee has an entitlement to annual leave, such leave shall, subject to the exigencies of any particular situation, be taken at University convenience;
 - (b) Where circumstances require:
 - (i) an employee may be directed to take annual leave upon the employee having accrued the maximum accumulation permitted in accordance with clause 7.1.2;
 - (ii) an employee may be recalled from annual leave. An employee so recalled shall be granted a minimum of ½ days credit. Where an employee is recalled for a period in excess of 3 hours on any one day, one day's credit shall be granted; and
 - (iii) annual leave previously granted may be cancelled and deferred to be taken at the earliest opportunity mutually convenient to the employee and the employer.
 - (c) Applications for annual leave shall be made in writing in a form determined by the employer.
- 7.1.8 If the employment of an employee is terminated the employee shall be paid in addition to all other amounts due, annual leave payments for the balance of leave accrued in accordance with clause 7.1 up to the date of cessation.

7.2 Parental Leave, Carer's Leave, Compassionate Leave, Cultural Leave

The entitlements of the *Family Leave (Queensland Public Sector) Award - State 2012* (including carer's leave) will be maintained and is annexed to this Copied Award.

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

The procedures for the administration of Parental leave (which includes maternity leave, spousal leave, adoption leave, surrogacy leave), Carer's leave, Compassionate leave (which includes Bereavement leave) and Cultural leave are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

7.3 Bereavement leave

7.3.1 Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household.

7.3.2 "Immediate family" includes:

- The employee's spouse;
- A child, ex-nuptial child, step-child, adopted-child, foster child and ex-foster child of the employee;
- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.3.3 "Spouse" of an employee includes:

- A former spouse; and
- A *de facto* spouse, including a spouse of the same sex as the employee.

7.3.4 *Long-term casual employees*

(a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household.

(b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.

7.3.5 The entitlements for bereavement leave are prescribed under in University policy and procedures.

7.4 Sick leave

7.4.1 Sick leave (leave of absence on account of illness) on full salary will accumulate on the basis of 72½ hours for each completed year of service.

(a) Leave may be taken for part of a day;

(b) Entitlement to sick leave is conditional on the employee promptly notifying the employer of the employee's absence and of its expected duration; and

(c) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

(d) Sick leave shall be granted on the basis of one hour for each hour absent during ordinary programmed working hours, rounded to the nearest quarter hour.

7.4.2 The entitlements for sick leave and the administration are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes

7.5 Long service leave

7.5.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.5.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.5.3 The entitlements to long service leave and the administration are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

7.6 Industrial relations education leave

7.6.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

7.6.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the Vice-Chancellor & President or nominee (or delegated authority) of the agency, to attend industrial relations education sessions,

7.6.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Vice-Chancellor & President or nominee (or delegated authority) of the University, the relevant Union and the employee.

7.6.4 Upon request and subject to approval by the Vice-Chancellor & President or nominee (or delegated authority) of the University, employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

7.6.5 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the University. At the same time such leave shall not be unreasonably refused. At the discretion of the Vice-Chancellor & President or nominee of the University, employees may be granted special leave without pay to undertake work with their Union.

7.7 Public holidays

7.7.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.7.2 Subject to clause 7.7.6, all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.7.3 Labour Day

All employees covered by this Award shall be entitled to be paid a full day's salary for Labour Day (the first Monday in October or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and one-half times the ordinary rate prescribed for such work with a minimum of four hours.

7.7.4 Annual show

All work done by employees in a district specified from time to time under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or

town, as specified in such notification, of such district shall be paid for at the rate of double time and one-half with a minimum of four hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.7.5 *Double time and a-half*

For the purposes of clause 7.7, where the rate of salary is a fortnightly rate "double time and a-half" means one and one-half days' salary in addition to the prescribed fortnightly rate, or *pro rata* if there is more or less than a day.

7.7.6 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.7.7 Casual Employees shall have no entitlement to pay or leave for public holidays.

7.7.8 All work undertaken by a Casual Employee shall be paid for at the rate of double time and one-half.

7.8 **Jury service**

An employee required to perform jury service will be granted leave with pay upon production of:

- a certificate from the Sheriff's Office indicating attendance and
- a receipt from Financial Services verifying that the employee has reimbursed the University for any monies paid to them by the Court.

Employees are to return to work if they are required for only part of a normal working day during the period of jury service.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transfer and appointment expenses

8.1.1 These are the expenses that may be paid on behalf of an eligible employee when appointed or transferred from one centre to another, including:

- (a) the conveyancing of self, family and effects to the centre to which the employee is transferred; and
- (b) board and lodging; and
- (c) other items of expenditure related to taking up duty;

as outlined in the University's [Relocation Entitlement Procedures](#) as replaced from time to time. Should the University propose changes to the relevant procedures, it will consult with the JCC in relation to these changes.

8.2 Travelling and relieving expenses

8.2.1 An eligible employee who is required to:

- (a) travel on official duty; or
- (b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

These are prescribed in the University's [Travel Policy](#) and [Travel Procedures](#).

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

- 9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- 9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- 9.1.3 Within the University a consultative mechanism and procedures involving representatives of management, employees and Unions shall be established as determined by the Vice-Chancellor and President or nominee having regard to the size, structure and needs of that agency.
- 9.1.4 Following consultation, the Vice-Chancellor and President or nominee shall develop a learning and development strategy consistent with:
- (a) the current and future needs of the University;
 - (b) the size, structure and nature of the operations of the University;
 - (c) the need to develop vocational skills relevant to the University through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the University.
- 9.1.6 Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

9.2 Professional development

- 9.2.1 All Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors covered by this Award shall be entitled to a minimum period of 10 days per year for the purpose of professional development, including release to industry, subject to appropriate professional development opportunities being available.
- 9.2.2 The conditions relating to professional development shall be those contained in Schedule 2 to this Award.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Health and safety

All provisions of relevant health and safety legislation apply.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

11.1 Facilitating Union Involvement

- 11.1.1 The University recognises the significant role played by employees in workplace relations and agrees to recognise reasonable involvement of employees in workplace relations matters as part of normal duties and to facilitate and resource this involvement at a reasonable level. A staff member who has been appointed as a Union Representative will be allowed reasonable time off during working hours for the conduct of Union business.
- 11.1.2 The University agrees to allow union officials to attend and hold discussions with an individual employee or group of employees on the University campuses and will make available upon request suitable room/s, and

communication technologies at no charge. Unless otherwise agreed, the relevant union will provide no less than 24 hours' notice of the intention to hold such meetings to the relevant head of the organisational area and to the Director People and Culture or nominee. Such meetings will not interfere with the performance of duties of employees and will, unless otherwise agreed, be held in non-work time.

- 11.1.3 The University shall include material provided by the Union in information provided to all new employees.
- 11.1.4 Where an employee requests the University to deduct a union subscription by payroll deduction for AMASCU at a rate or amount advised from time to time as payable under the Union's rules, the University agrees to process this request in the same manner as for all other employee requests for payroll deduction, conditional upon written authorisation from the employee, and to transmit such deduction to the relevant union without charge to the employee or the union. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.
- 11.1.5 The University shall provide the Unions with reasonable access via the Director, People and Culture to the all-staff email lists without charge for the purpose of legitimate University business.
- 11.1.6 *Authorised industrial officer*
- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Fair Work Commission.
 - (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.
- 11.1.7 *Entry procedure*
- Union rights of entry will be in accord with part 3-4 of the Fair Work Act 2009 or any successor Act.
- 11.1.8 *Inspection of records*
- An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section Part 3-4 Right of Entry of the Fair Work Act 2009.

SCHEDULE 1 - Non-attendance time and associated conditions

1. Definitions

- (a) "Week/s" means that period which commences on a Monday and concludes on the following Sunday in which teaching and Incidental Duties may or may not be programmed by the University.
- (b) "Public holidays" means those days declared as public holidays in accordance with the *Holidays Act 1983*.
- (c) "Calendar year" or "year" shall be that period between 1 January and 31 December, inclusive.

2. Non-attendance time

- (a) All Permanent employees, excluding Educational Administrators (Associate Directors/Programme Managers), shall be granted 5 weeks Non-Attendance Time on full pay for each completed calendar year of service.
- (b) Employees who have been engaged for less than a completed calendar year of service shall be granted Non-Attendance Time calculated on a *pro rata* basis.
- (c) Such Non-Attendance Time may be taken conjointly with annual leave entitlements as provided in clause 7.1 of the Copied TAFE Teachers' Award - State 2012 up to a maximum of 8 weeks in any one period.
- (d) Non-Attendance Time granted shall be exclusive of public holidays.
- (e) A minimum of one weeks' Non-Attendance Time shall be taken up to a maximum of 4 weeks at any one time.
- (f) Employees are required to take a minimum of 2 periods of Non-Attendance Time per year separated by a maximum of 21 weeks.
- (g) A maximum of 2 weeks Non-Attendance Time may be deferred from one calendar year to the next. The deferral of Non-Attendance Time must be approved by the Vice-Chancellor & President or nominee . Deferred Non-Attendance Time is to be availed within 6 months of the commencement of the teaching year and will lapse if not taken within the 6 month period.
- (h) The Vice Chancellor & President or nominee shall give to an employee a minimum of 4 weeks' notice when directing that Non- Attendance Time is to be taken due to changes in University programs etc. This 4 weeks' notice period may be adjusted to a lesser period or waived where there is mutual agreement.

3. Associated conditions

- (a) The approved period of Non-Attendance Time will be at the discretion of the Vice-Chancellor & President or nominee after due consultation with teaching staff and in consideration of University courses and programs.
- (b) On separation from employment, Non-Attendance Time shall be on a *pro rata* basis calculated and paid upon the yearly entitlement of 5 weeks Non-Attendance Time.

Where Non-Attendance Time taken exceeds the *pro rata* calculation, no recovery will be undertaken for any amount overpaid in relation to the Non-Attendance Time previously taken.

SCHEDULE 2 - Professional development and release to industry conditions

1. Definitions

Professional development is a concerted, consistent and continuous process that increases the ability of each staff member employed under the provisions of this Award to function both professionally and personally, with the overall aim of improving the quality of technical and further education.

Professional development may be taken in a variety of activities including formal study in a recognised course, participation in workshop, seminar and conference sessions which may be conducted within the University or outside and by the University staff or by external persons, and formal skill formation processes conducted within the University or in industry including release to industry.

Release to industry is a particular component of professional development. "Release to industry" means release from University attendance for observational, research or hands-on experience in an external organisation within industry, commerce or other appropriate setting for the specific purpose of acquiring skills, knowledge and experience necessary for staff members to improve the quality of technical and further education.

2. Entitlement

All Permanent Teachers, Leading Vocational Teacher, Principal Teachers and Tutors will have access to professional development through a minimum annual entitlement of 10 days to be taken in at least half day periods. This entitlement to professional development is in addition to those professional development activities that may be undertaken as part of the weekly incidental duty time of teaching staff.

3. Structure

Each Institute will operate a Professional Development Committee which will be broadly representative of all staff of the Institute. The Committee will have the role of co-ordinating needs identification activities so that individual staff members may propose development needs they see as being of priority and so that group and individual needs can be negotiated.

The Professional Development Committee will recommend priorities for the conduct of particular activities.

4. Conditions

Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors will not have loss of salary or loss of other entitlements such as sick leave, annual leave, non-attendance time, long service leave, leave loading and/or superannuation entitlements during professional development:

Provided that this does not preclude Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors from undertaking, on their own volition, professional development/release to industry activities during any periods of leave or non-attendance time.

While on release to industry staff members will work the normal hours of the industry concerned and will follow the same conditions as co-workers. The University will meet all related expenses associated with the program and will ensure workers' compensation, professional indemnity, personal injury and property damage cover for staff members on release to industry.

The University may direct Teachers, Leading Vocational Teachers, Principal Teachers and Tutors to attend particular staff development activities.

Approval of professional development activities will be in accord with University Policy and Procedures. . Professional development, including release to industry will only be approved where an appropriate activity or industry placement is available.

SCHEDULE 3 - Employment of Tutors

S3.1 Definitions

- S3.1.1 "Tutor" means a person appointed as such who is required, under the direction of a Teacher or in consultation with other Educational Delivery Staff to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical classes and to assist with student assessment, but does not teach.
- S3.1.2 "Casual Tutor" means a person appointed as such who is engaged to work by the hour on an irregular basis.
- S3.1.3 "Educational Delivery Staff" means staff who are involved in the delivery of vocational education and training services to clients. These staff include Teachers, Training Consultants, Training and Development Advisers, Training Project Officers, Instructional Designers or staff carrying out similar functions and having similar responsibilities as the abovementioned staff.
- S3.1.4 "Fixed-Term Tutor" means a person appointed as such who is engaged to meet temporary circumstances for a specific period.
- S3.1.5 "Part-time Tutor" means a person appointed as such who is engaged as a Tutor to work regular hours each week provided the engagement shall always be less than full-time.
- S3.1.6 "Support and assist" means to give help to; take secondary part to.
- S3.1.7 "Work Team" means the group of staff who primarily contribute to the direct delivery of vocational education and training.

S3.2 Qualifications

- S3.2.1 A Tutor shall have qualifications and/or experience that meet the recognised national occupational competency standards relevant to their field/area and to the level of instruction being undertaken by the team
- S3.2.2 Where these do not exist, a Tutor shall:
- (a) have qualifications at least equal to the level of module/course to which they are assigned; and
 - (b) possess current vocational skills relevant to the field/area of study, as determined by the team; and
 - (c) have relevant work experience and the maintenance of applicable registrations/licences.
- S3.2.3 A Tutor shall possess an instructional qualification or be required to complete a course in an approved instructional program which articulates and is given credit transfer to higher instructional/teaching programs. If this is not completed within 12 months of taking up the position, then they should be required to show cause regarding their continued employment.
- S3.2.4 All instructional programs shall meet the minimum entry requirements to the bachelor of adult and vocational teaching or equivalent and receive credit transfer.

S3.3 Position responsibilities and duties

- S3.3.1 Tutoring Duties are defined as the following:
- (a) Provide support to students through the delivery of tutorials as directed by the Teacher and/or in consultation with other Educational Delivery Staff, and provide support in student assessment (including support in recognition of prior learning and workplace assessment).
 - (b) Provide support through the delivery of tutorials in the workplace.
 - (c) Provide learning support to students as directed by the Teacher and/or in consultation with other Educational Delivery Staff.
 - (d) Contribute to educational and subject planning and development for the actual delivery of vocational education and training services.
 - (e) Participate and contribute to the Work Team.
 - (f) Regularly liaise with team members to discuss issues such as tutorial requirements and content.
 - (g) Provide advice on trends and practices in industry.

S3.4 Principles of programming

- S3.4.1 Flexibility in programming of Tutors will benefit clients, Tutors and CQUniversity. Clients will be able to access CQUniversity services at a time, place and pace that suits them. Tutors will have a program that provides the greatest possible client service, flexibility of duties, and appropriate programs to perform these duties. This should lead to greater job satisfaction for Tutors. CQUniversity aims to achieve a more productive working environment for Tutors so that our clients receive high quality vocational education and training opportunities.
- S3.4.2 To achieve these aims the programming of Tutors is best done by CQUniversity. Consultation with respect to programming should take place between the work unit manager, the Tutor and the Teacher/Educational Delivery Staff that the Tutor works with. Tutoring Duties must take into account all preparation, consultation and other duties associated with the tutorial.
- S3.4.3 To ensure that this is done in an equitable and consultative manner, the Tutor's program should be determined according to the following principles:
- (a) The needs of clients;
 - (b) The Tutor model being utilised (see clause S3.4.4);
 - (c) The level of consultation required between the Tutor and the Teacher/other Educational Delivery Staff;
 - (d) The nature of the curriculum and the mode of delivery;
 - (e) The need to deliver a program in the most efficient manner without compromising educational quality;
 - (f) Local factors peculiar to the CQUniversity.

S3.4.4 Tutor Models

- (a) Tutor support to students model

The Tutor provides individual and small group support on a timetabled and as needed basis. The Tutor operates independently with students as part of a co-ordinated program or function.

- (b) Teacher and tutors - flexible delivery model

Particularly for self paced modules where Tutors assist students individually or with practical work in small groups. A Teacher co-ordinates and works with even larger groups sometimes in resource areas from which a number of Tutors might operate. Particularly appropriate to CBT, and workplace training, and trainee programs.

- (c) Teachers working with tutors model

Larger groups to delivery theory or new materials, but the Tutor assists with practical exercises. Also extra tutorials scheduled by Tutors to provide assistance for students having difficulty or at assignment time.

- (d) Field supervision by tutors model

A work experience, set on the job practical course component requiring some supervision and assessment. Teachers or Tutors or both may organise and schedule placement. Consultation on requirement as part of subjects/modules.

N.B. Assessment procedures must follow the guidelines as indicated in the national assessment standards manual.

- (e) Lecture/tutorial model

Large groups (depending on physical facilities) where Teacher (coordinator) provides core information followed by tutorial group (various forms of scheduling).

- eg. 1 ½ hour lecture and 1 ½ tutorial
 2 hour lecture + 1 hour tutorial
 1 hour lecture + 2 hour tutorial

S3.5 Guidelines

- S3.5.1 The decision to introduce/vary the use of Tutors in the presentation of a course will be made by the Work Team and a representative of management through a process of consultation. The decision should be reported to the Joint Consultative Committee (JCC).
- S3.5.2 The appointment of Tutors involved in the delivery of courses would be the result of an assessment of client needs, the nature of the curriculum, desired learning outcomes, and the need to deliver a program in the most efficient manner without compromising educational quality, and other environmental factors.
- S3.5.3 It is imperative that Work Teams plan and create a mix of staff to ensure that clients achieve the desired learning outcomes. The total mix of staff needs to be examined by the team so that an appropriate range of competencies is available.
- S3.5.4 Tutors may be in charge of students only in situations where they have the skills and qualifications laid down by licensing boards, safety laws and other regulatory bodies.
- S3.5.5 Tutors shall conduct tutorials only for the purpose of revising and consolidating student learning.
- S3.5.6 Tutors shall not be responsible for developing formal assessment or examination.
- S3.5.7 Tutors can conduct tutorials only on work that has been previously covered by a Teacher, or other Educational Delivery Staff or by using another mode of delivery.
- S3.5.8 A Tutor must present the tutorial program to be delivered for consideration and approval by the Teacher or other Educational Delivery Staff.

S3.6 Conditions of employment

S3.6.1 Salaries

- (a) The scale of salaries that shall apply to Tutors is listed in Schedule 4 of this Award.
- (b) Except as otherwise provided in the Award, progression from one salary step to a higher salary step shall be by annual increments. These are subject to change under the Copied State Employment Agreement. .

S3.7 Recognition of qualifications at appointment

- S3.7.1 Upon appointment as Tutors, it is agreed that, depending on qualifications and previous experience, Tutors can be placed anywhere on the Tutor salary scale (that is, it is possible for a Tutor to be placed initially on to the top of the Tutor salary scale). The conditions applying to this appointment would be:
- (a) Years of recognised service as a Teacher or Tutor;
 - (b) A Tutor with qualifications equivalent to the module or course in which the tutoring occurs shall commence at Step 1 of the Tutor salary scale;
 - (c) A Tutor appointed with qualifications in excess of a diploma or equivalent shall commence at Step 2 of the Tutor salary scale;
 - (d) A Tutor appointed with base and/or higher vocational qualifications and a minimum five years of either post- trade training industrial experience or teaching experience shall commence at Step 3 of the Tutor salary scale;
 - (e) A Tutor appointed with Base Qualifications or higher vocational qualifications and a teaching qualification and a minimum five years of either post-trade training industrial experience or teaching experience shall commence at Step 4 of the Tutor salary scale.
 - (f) CQUniversity may seek permission to appoint a Tutor, on the basis of special skill or expertise to a higher step than that provided in these conditions.
- S3.7.2 Subject to the section "Higher Duties" below, upon appointment of a Tutor to a teaching position, it is agreed that qualifications and previous teaching experience will be recognised in determining placement on the teaching salary scale. It is possible that a Tutor, with teaching qualifications and the appropriate years of teaching experience prior to the tutoring position could be placed at the top of the teaching salary scale. The determination of placement on the teaching scale shall be subject to clause 5.1.2(c) of this Award.

S3.8 Higher duties

S3.8.1 Tutors performing higher duties as a Teacher shall be qualified to do so and shall be paid higher duties allowance:

- (a) In the case of appointment following a merit selection process, salary shall be based upon qualifications and experience as prescribed by the award;
- (b) In all other cases, at step 6 of the Award.

S3.8.2 Associated function and incidental duty time should also be programmed at the rate of 0.381 hours and 0.143 hours respectively for every hour of teaching. This is consistent with the 21/8/3 teaching ratio.

S3.8.3 Higher duties allowance shall consist of the relevant percentage of the difference between the Tutor's salary and the higher duties salary as defined above. The relevant percentage shall be the percentage which represents the extent to which the Tutor has assumed the full duties and responsibilities of a Teacher. The relevant percentage shall be calculated using the number of total programmed hours (teaching, associated function, and incidental duty time) divided by 32 and multiplied by 100.

S3.8.4 A casual Tutor shall be paid the hourly rate as prescribed by this Award as follows:

Hours/Day	Hourly rate
	\$
8.00 am to 6.00 pm Monday to Friday	34.44
Before 8.00 am or after 6.00 pm Monday to Friday and on Saturdays	51.67
Sundays	68.89
Public holidays	86.11

The above rates of pay in this Award incorporate adjustments from the *Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006*. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the September 2012 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements are not to be used of offset arbitrated wage adjustments.

S3.8.5 The number of hours that a casual Tutor is engaged for must reflect the number of hours that they are programmed for Tutoring Duties as defined in "position responsibilities and duties".

S3.8.6 Fixed-Term Tutors must be engaged to reflect the period performing Tutoring Duties as defined in "position responsibilities and duties".

S3.9 Hours of work

S3.9.1 The ordinary weekly working hours of Tutors shall not exceed 361/4.

S3.9.2 Tutors shall be required to be in attendance at CQUniversity or engaged in University related work for a maximum of 32 hours per week

S3.9.3 Tutoring staff are to be programmed for 32 hours of Tutoring Duties per week as defined in "position responsibilities and duties".

S3.9.4 A Tutor shall be programmed for 0.333 hours of non-contact tutorial duties for each hour of face to face tutoring with a group of students in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), to a maximum of 24 hours face to face tutoring. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

S3.9.5 A Tutor who is required to Tutor in more than 3 different course areas and 3 discrete subject areas in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), shall be programmed for no more than

21 hours of face to face tutoring. Non-contact tutorial duties shall be programmed at 0.524 hours for each hour of face to face tutoring with a group of students. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

- S3.9.6 Attendance time may be extended by up to half an hour per week or one hour per fortnight to provide for a staff meeting to be called by an appropriate officer at a level not lower than Educational Administrator.
- S3.9.7 A casual Tutor cannot conduct tutorial classes for more than 12 hours per week, unless otherwise approved by the parties to this Award.
- S3.9.8 The ordinary hours of a Tutor shall be worked between 8.00 am and 9.00 pm Monday to Friday. In special circumstances related to the nature of the course, classes may be programmed before 8.00 am or to 10.00 pm.
- S3.9.9 A Tutor shall not be required to attend the University for more than 9 hours on any one day or commence duty more than once on any one day.
- S3.9.10 A Tutor shall not be required to commence duty less than 10 hours after the conclusion of the previous period of duty.
- S3.9.11 The ordinary working hours for Permanent Part-Time Tutors shall be worked continuously excluding meal breaks and shall not be less than 0.4 or more than 0.8 of the full-time hours, with the number of hours worked being fixed and constant over a weekly period.
- S3.9.12 All tutoring programmed before 8.00 am and after 6.00 pm shall be counted as time and a-half for the purpose of calculating the number of tutoring hours worked.

S3.10 General conditions

- S3.10.1 In the event of tutoring staff being required to attend more than 9 hours in a day, then the excess time must be paid as a casual tutoring engagement prescribed by this Award.
- S3.10.2 Programs should clearly indicate the attendance times required of tutoring staff.
- S3.10.3 Where tutoring staff are programmed on a continuing basis (i.e. a regular/set program of one week or more) such agreed programmed hours shall not be changed without mutual consent of the giving of one week's notice by the Vice-Chancellor & President or nominee.
- S3.10.4 All Permanent Tutors are entitled to a minimum period of 10 days per year for the purpose of professional development, including release to industry, subject to appropriate professional development opportunities being available and approval of the Vice-Chancellor & President or nominee .
- S3.10.5 Casual tutorial engagements shall be offered firstly to Permanent Tutors and secondly to Permanent Teachers provided that such engagements extending beyond 6 hours per week for Permanent employees shall be subject to the discretion of the Vice-Chancellor & President or nominee .
- S3.10.6 Where a Tutor is appropriately qualified, casual teaching engagements should be offered to Permanent Tutors providing that Permanent Teachers receive the first offer of the engagement.

S3.11 Tutor/Student ratio

- S3.11.1 The accepted Tutor/student ratio is 1 to 15 but this can be amended by the Work Team and a representative of management after due consideration has been given to the following guidelines:
- (a) consultation with management, members of staff and Unions;
 - (b) awareness of safety hazards or risks to students;
 - (c) limitations in accommodation and/or equipment;
 - (d) students with disabilities and/or learning difficulties;
 - (e) compliance with the *Work Health and Safety Act 2011*;
 - (f) conduct of special access programs, community education and compensatory programs; (g) mode of delivery.

Such amendments should be reported to the Joint Consultative Committee.

S3.12 Emergency tutoring

- S3.12.1 Emergency tutoring hours may, of necessity, be introduced at short notice to a Tutor's program. Emergency tutoring hours are those relating to an unscheduled Tutor shortage caused by sick leave, special leave or any other emergency.
- S3.12.2 Tutoring staff who have an agreed program and who are asked to undertake emergency tutoring may have their program altered to accommodate the emergency tutoring hours. Where this is not possible payment for casual tutoring will apply.
- S3.12.3 Where a Tutor's program is altered it must be done in a way where the employee does not suffer detriment in relation to working conditions. The employee must be credited with all tutorial duties undertaken in respect to the previous and amended program. The new program should not impose unreasonable demands in respect to time outside that previously scheduled for which the employee has prior commitments.

S3.13 Public holidays

- S3.13.1 Where a Tutor is required to work on a public holiday such hours form part of the Tutor's normal tutoring program with payment being made for such time at the rate provided for in clause 7.7 of this Award.

S3.14 Absence from duty

- S3.14.1 Where tutoring staff have reduced attendance time in a week due to:

- (a) professional development in accordance with clause 9.2 of this Award; (b) industrial relations education leave;
- (c) sick leave;
- (d) special leave with pay; or
- (e) any other leave entitlement in accordance with this Award,

the time absent will not be required to be made up and with the original work program remaining in force less the specific absence. By mutual consent between tutoring staff and the Vice-Chancellor & President or nominee or delegate, tutoring staff may work all or a portion of programmed hours in which they were absent on sick leave during that week, thereby reducing their sick leave account debit.

S3.15 Career paths

- S3.15.1 The parties acknowledge the need to retain quality personnel entering the employment of CQUniversity at Tutor level. CQUniversity aims to provide a career path for Tutors through professional development opportunities, on the job training, mentoring etc.

SCHEDULE 4 - Salaries

The following scale of minimum salaries will apply to Tutors, Teachers, Leading Vocational Teachers, Principal Teachers and Educational Administrators:

Classification	Per fortnight \$
Tutors	
Step 1	1,681.80
Step 2	1,730.60
Step 3	1,796.10
Step 4	1,866.10
Step 5	1,949.30
Teachers	
Step 1	2,254.80
Step 2	2,356.10
Step 3	2,457.30
Step 4*	2,560.30
Step 5	2,665.30
Step 6	2,769.70
Step 7	2,875.10
Leading Vocational Teacher	
Step 1	2,944.70
Step 2	3,015.10
Step 3	3,084.80
Leading Vocational Teacher (Grandfathered Principal Teacher)	
Step 1	3,154.80
Step 2	3,225.20
Step 3	3,294.80
Educational Administrator	
Level	
Step 1	3,364.60
Step 2	3,455.40
Step 3	3,546.60
Step 4	3,644.40
Educational Administrator	
Level 2	3,743.30
Educational Administrator	
Level 3	3,954.80

The above rates of pay in this Award incorporate adjustments from the *Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006*.

APPENDIX 1

CITATION: *FAMILY LEAVE (QUEENSLAND PUBLIC SECTOR) AWARD - STATE 2012*
(A/2011/113) - Repeal and New Award
<<http://www.qirc.qld.gov.au>>

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

FAMILY LEAVE (QUEENSLAND PUBLIC SECTOR) AWARD - STATE 2004

(Matter A/2010/113)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

10 April 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 10 April 2012.

FAMILY LEAVE (QUEENSLAND PUBLIC SECTOR) AWARD - STATE 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Family Leave (Queensland Public Sector) Award - State 2012.

1.2 Arrangement

Subject Matter	Clause No.
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PART 1 - APPLICATION AND OPERATION

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1.3 Award coverage

1.3.1 Except as provided for in clause 1.3.2, this Award applies to all Queensland public sector employees who are subject to the *Industrial Relations Act 1999*.

1.3.2 This Award does not apply to:

- (a) Brisbane City Council including Brisbane City Council entities;
- (b) Queensland Local Government including Local Government entities;
- (c) P & C Associations under the *Education (General Provisions) Act 2006*;
- (d) Distributor-retailers established under the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*;
- (e) South East Queensland Water Grid Manager;
- (f) South East Queensland Bulk Water Transport Authority;
- (g) South East Queensland Bulk Water Supply Authority;
- (h) South Bank Employing Office;
- (i) Tourism Queensland Employing Office; and
- (j) Queensland Competition Authority.

1.4 Date of operation

This Award takes effect from 10 April 2012.

1.5 Award posting

A true copy of this Award shall be exhibited in a noticeable and convenient place on the premises of the employer so as to be readily available for employees to read.

1.6 Grievance process

In the event of any dispute arising in connection with any part of this Award, such a dispute shall be processed in accordance with the dispute settling provisions of the parent award.

PART 2 - GENERAL PROVISIONS**2.1 Definitions**

2.1.1 "Adoption agency" - means the department of government or other body empowered by law to make an adoption order.

2.1.2 "Adoption leave" - means long adoption leave or short adoption leave.

2.1.3 "Adoption order" - means an adoption order under the *Adoption Act 2009* and includes an order that is taken under that Act to have the same effect as an adoption order.

- 2.1.4 "Child" - under the provisions of this Award, means:
- (a) in relation to maternity and spousal leave:
 - (i) a child of an employee; or
 - (ii) a child of an employee's spouse;
 - (iii) who is under 1 year of age; and
 - (b) in relation to adoption leave:
 - (i) a child who is under the age of 5 years who is adopted by an employee; or
 - (ii) a child placed with the employee and whom the employee has applied to adopt other than a child who:
 - (A) has turned 5 years of age; or
 - (B) is a child or stepchild of the employee or the employee's spouse; or
 - (C) has continuously resided with the employee for a period of 6 months before the day the employee applies for adoption leave; and
 - (c) in relation to surrogacy leave - a child born as a result of a surrogacy arrangement.
- 2.1.5 "Former position" - under the provisions of this Award, means a position that an employee was appointed to immediately before the employee started parental leave or started part-time employment under an agreement under Part 8 of this Award.
- 2.1.6 "Long adoption leave" - means leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.
- 2.1.7 "Long spousal leave" - means leave taken by the employee to enable the employee to be the child's primary caregiver.
- 2.1.8 "Long surrogacy leave" means leave taken by an employee to enable the employee to be the primary caregiver of a child born as a result of a surrogacy arrangement.
- 2.1.9 "Maternity leave" means leave that a pregnant employee takes -
- (a) for the birth of her child; or
 - (b) to enable her to be the child's primary caregiver.
- 2.1.10 "Parental leave" - under the provisions of this Award shall include maternity leave, adoption leave, spousal leave or surrogacy leave as contained in Directive "Paid Parental Leave", as issued and amended by the Minister responsible for industrial relations pursuant to the *Public Service Act 2008*.
- 2.1.11 "Paid parental leave directive" - under the provisions of this Award, means Directive "Paid Parental Leave", as issued and amended, from time to time, by the Minister responsible for industrial relations, pursuant to the *Public Service Act 2008* and prescribes the entitlements to parental leave, including maternity leave, spousal , prenatal/pre-adoption, adoption leave and surrogacy leave for Queensland public sector employees.
- 2.1.12 "Primary care giver" - under the provisions of this Award, means a person who assumes the principal role of providing care and attention to a child.
- 2.1.13 "Queensland public sector employees" - under the provisions of this Award, (except as set out in Part 10) means those employees who are covered by Directive "Paid Parental Leave", as issued and amended, from time to time, by the Minister responsible for industrial relations, pursuant to the *Public Service Act 2008*.
- 2.1.14 "Replacement employee" means:
- (a) a person who is specifically employed because an employee (the parent):
 - (i) starts parental leave; or
 - (ii) is transferred to a safe job under clause 3.2; or

(b) a person replacing an employee who is temporarily promoted or transferred to replace the parent.

2.1.15 "Short adoption leave" means leave taken by the employee at the time of the placement of an adopted child with the employee.

2.1.16 "Short spousal leave" means leave taken by an employee, in connection with the birth of a child of the employee's spouse, at the time of -

(a) the birth of the child; or

(b) the termination of the pregnancy.

2.1.17 "Short surrogacy leave" means leave taken by an employee when a child born as a result of a surrogacy arrangement starts residing with the employee.

2.1.18 "Short term casual employee" - means an employee, other than a long term casual employee.

2.1.19 "Spouse" - of an employee, includes a former spouse of the employee.

2.1.20 "Spousal leave" - means long spousal leave or short spousal leave.

2.1.21 "Surrogacy arrangement" - see the *Surrogacy Act 2010*, section 7.

2.1.22 "Surrogacy leave" - means long surrogacy leave or short surrogacy leave.

2.2 Qualifying period

There is no qualifying period under this Award to access unpaid parental leave.

2.3 Employer's obligation to advise of entitlements

2.3.1 On becoming aware that an employee or an employee's spouse is pregnant, or that an employee is adopting a child or entering into a surrogate arrangement an employer must inform the employee of:

(a) the employee's entitlement to parental leave under this Award; and

(b) the employee's obligations to notify the employer of any matter under this Award.

2.3.2 An employer can not rely on an employee's failure to give a notice or other documents required by this Award.

2.4 Employer's obligation to advise of significant changes at the workplace

2.4.1 This clause applies if an employer decides to implement significant change at a workplace.

2.4.2 The employer must take reasonable action to advise each employee who is absent from the workplace on parental leave about the proposed change before it is implemented.

2.4.3 The advice must inform the employee of the change and any effect it will have on the position the employee held before starting parental leave. Including, for example, the status or level of responsibility attached to the employee's position.

2.4.4 The employer must give the employee a reasonable opportunity to discuss any significant effect the change will have on the employee's position.

2.5 Employee's obligations to advise employer about particular changes

2.5.1 An employee who is absent on parental leave must advise the employer of any change in the employee's contact details, including any change of address.

Note: Advice given under this clause may be used by an employer for clause 2.4 if a need arises to advise the employee about significant change at the workplace.

2.5.2 An employee, who is absent on parental leave, must also take reasonable steps to advise the employer, as soon as possible, of any significant change affecting the following:

(a) the length of the employee's parental leave;

(b) the date the employee intends to return to work;

(c) an earlier decision to return to work on a full-time basis or to apply to return to work on a part-time basis.

2.6 Spouses not to take parental leave at same time

2.6.1 An employee is not entitled to parental leave, other than short spousal leave, short adoption leave or short surrogacy leave when his or her spouse is on parental leave.

2.6.2 If the employee contravenes clause 2.6.1, the period of parental leave that the employee is entitled to is reduced by the period of parental leave taken by his or her spouse.

2.7 Cancelling parental leave

2.7.1 Parental leave applied for but not started is automatically cancelled if:

(a) the employee withdraws the application for leave by written notice to the employer; or

(b) the pregnancy terminates other than by the birth of a living child (see clause 3.1 Special maternity leave and sick leave); or

(c) the placement of the child with the employee for adoption purposes does not proceed; or

(d) a child does not start residing with the employee under the surrogacy arrangement.

2.7.2 If, while an employee is on parental leave:

(a) the pregnancy terminates other than by the birth of a living child; or

(b) the child in relation to whom the employee is on parental leave dies; or

(c) the placement of the child with the employee for adoption purposes does not proceed or continue; or

(d) the residence of the child with the employee under the surrogacy arrangement does not start or continue;

the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the day on which the employee gives his or her employer a written notice stating that the employee intends to resume work and the reason for the resumption.

The employer does not have the right to direct the employee to return to work until such time as the employee has given the above notice.

2.7.3 This clause does not affect an employee's entitlement to special maternity leave or sick leave under clause 3.1.

2.8 Effect on parental leave of ceasing to be the primary caregiver

2.8.1 The employer may notify the employee of the day, at least 4 weeks after the employer gives the notice, on which the employee must return to work if:

(a) during a substantial period, starting on or after the start of an employee's long parental leave, the employee is not the child's primary caregiver; and

(b) considering the length of the period and any other relevant circumstances, it is reasonable to expect the employee will not again become the child's primary caregiver within a reasonable period.

2.8.2 If the employee returns to work, the employer must cancel the balance of the leave.

2.9 Effect of parental leave on annual leave and long service leave

An employee may take any annual leave or long service leave to which the employee is entitled instead of or together with parental leave as outlined in the relevant clauses on maternity leave, spousal leave, adoption leave and surrogacy leave.

2.10 Replacement employees

The employer must, before a replacement employee starts employment, give the replacement employee a written notice informing the replacement employee of:

(a) the temporary nature of the employment; and

(b) the parent's right to return to work.

2.11 Dismissal because of pregnancy or parental leave

2.11.1 An employer must not dismiss an employee because:

- (a) the employee or employee's spouse is pregnant or has applied to adopt a child; or
- (b) the employee or employee's spouse has given birth to a child or adopted a child; or
- (c) the employee is an intended parent under a surrogacy arrangement or a child has started residing with the employee under a surrogacy arrangement; or
- (d) the employee has applied for, has been granted or is absent on, parental leave.

2.11.2 This clause does not affect any other rights of:

- (a) an employer to dismiss an employee; or
- (b) a dismissed employee.

2.12 Anti-Discrimination

2.12.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:

- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, breastfeeding, parental status, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, gender identity, sexuality, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

2.12.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 1.6 the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

2.12.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

2.12.4 Clause 2.12.1 will not affect:

- (a) any different treatment which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission of Queensland.

2.13 Reasonable decision making

2.13.1 In deciding whether to agree to an application for an extension of the period of parental leave under this Award or an application to return to work on a part-time basis under this Award or for an employee to work part-time or on a flexible arrangement to meet their family responsibilities, the employer must consider the following:

- (a) the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee's role as the child's caregiver;
- (b) the impact refusal of the application might have on the employee and the employee's dependants;
- (c) the effect that agreeing to the application would have on the conduct of the employer's business, including, for example:
 - (i) any additional cost the employer would incur; and
 - (ii) the employer's capacity to reorganise work arrangements; and

- (iii) the availability of competent replacement staff; and
- (iv) any loss of efficiency in the conduct of the employer's business; and
- (v) the impact of the employee's absence or temporary absence on the delivery of customer service.

2.13.2 The employer must not unreasonably refuse an application outlined in clause 2.13.1.

2.13.3 The employer must advise the employee, in writing, of the employer's decision within 14 days after receiving the application.

2.13.4 If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.

2.14 Continuation of service

The taking of parental leave does not break the continuity of an employee's service or employment.

PART 3 - PREGNANT EMPLOYEES

3.1 Special maternity leave and sick leave

3.1.1 This clause applies if, before an employee starts maternity leave:

- (a) the employee's pregnancy terminates before the expected date of birth, other than by the birth of a living child; or
- (b) the employee suffers illness related to her pregnancy.

3.1.2 For as long as a doctor certifies it to be necessary, the employee is entitled to the following types of leave:

- (a) unpaid leave (special maternity leave); or
- (b) paid sick leave, either instead of, or as well as, special maternity leave.

3.2 Transfer to safe duties

3.2.1 This clause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child.

3.2.2 The assessment of the risk is to be made on the basis of:

- (a) a doctor's certificate given by the employee to the employer; and
- (b) the employer's obligations under the *Work Health and Safety Act 2011*.

3.2.3 The employer must temporarily adjust the employee's working conditions and/or hours of work to avoid exposure to the risk.

3.2.4 If an adjustment is not feasible or can not reasonably be required to be made, the employer must transfer the employee to other appropriate work that:

- (a) will not expose her to the risk; and
- (b) is, as nearly as possible, comparable in status; and
- (c) must not result in a reduction in the employee's hourly rate of pay.

In undertaking a transfer process the employer, prior to making the final decision, must genuinely consult with the employee on the options for transfer to safe duties.

3.2.5 If a transfer is not feasible or can not reasonably be required to be made, the employer must grant the employee maternity leave or any available paid sick leave, for as long as a doctor certifies it is necessary to avoid exposure to the risk.

3.3 Part-time and flexible work while pregnant

3.3.1 An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth

of her child, or lesser period as approved by the employer under clause 4.11.1(a), may request to work part-time or other flexible work arrangements.

3.3.2 Clause 3.3.1 is to be read in conjunction with the provisions dealing with part-time employment in the relevant parent Award.

3.3.3 A provision in an award relevant to employees covered by this Award relating to:

- (a) the limiting of the number of employees who may work part-time; or
- (b) the establishment of quotas relating to the ratio of part-time to full-time employees; or
- (c) the prescribing of minimum or maximum hours a part-time employee may work; or
- (d) a requirement in relation to part-time employment:
 - (i) of consultation with an employee's union; or
 - (ii) that the consent of an employee's union be sought; or
 - (iii) that an employee's union monitor the employment arrangement;

does not apply to part-time employment approved under this Award.

3.3.4 If there is an inconsistency between a provision of this Award and a provision of another award otherwise having application, the provision of this Award prevails to the extent of the inconsistency.

PART 4 - MATERNITY LEAVE

4.1 Entitlement to maternity leave

4.1.1 A pregnant employee is entitled to an unbroken period of up to 52 weeks' unpaid maternity leave:

- (a) for the child's birth; and
- (b) to be the child's primary caregiver.

4.2 Notice requirements for maternity leave

4.2.1 The employee must give the employer:

- (a) at least 10 weeks written notice of intention to take the leave; and
- (b) at least 4 weeks written notice of the dates on which she wants to start and end the leave.

4.2.2 The employee must, before starting the leave, give the employer:

- (a) a doctor's certificate confirming that she is pregnant and the expected date of birth; and
- (b) a statutory declaration by the employee stating the period of any parental leave sought by her spouse; and
- (c) the actual or approximate starting and finishing dates of maternity leave to be taken; and
- (d) a written undertaking not to engage in conduct inconsistent with her terms of employment during the period of approved maternity leave.

4.3 Reasons not to give notice or documents

4.3.1 An employee does not fail to comply with clause 4.2 if the failure was caused by:

- (a) the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
- (b) another reason that was reasonable in the circumstances.

4.3.2 However, the employee must give the employer:

- (a) notice of the period of the leave within 2 weeks after the birth; and

(b) in the case of the birth of a living child - a doctor's certificate stating the date on which the child was born.

4.4 Notice of change in situation

If there is a change in:

- (a) the expected date of birth of the child; or
- (b) the starting and finishing dates of the maternity leave;

the employee must notify the employer of the change within 2 weeks after the change.

4.5 When must maternity leave finish

Maternity leave must not extend:

- (a) beyond 1 year after the child was born; or
- (b) if an application for an extension of maternity leave under clause 4.7 is agreed to beyond 2 years after the child was born.

4.6 Duration of maternity leave extended by notice

4.6.1 An employee may extend the period of maternity leave once only by written notice given to the employer at least 14 days:

- (a) before the start of the maternity leave; or
- (b) if the maternity leave has been started before the maternity leave ends.

4.6.2 The notice must state when the extended period of maternity leave ends.

4.6.3 The total period of maternity leave can not be extended under clause 4.6.1 beyond the total period mentioned in clause 4.5(a).

4.7 Duration of maternity leave extended by agreement

4.7.1 A pregnant employee entitled to maternity leave under clause 4.1, or an employee who is taking maternity leave, may apply to the employer for an extension of the maternity leave for an unbroken period of up to 104 weeks in total.

4.7.2 An employee may not make more than 1 application to extend unpaid maternity leave within any 12 month period, unless the employer agrees.

4.8 Employer to give proper consideration to application for extension of maternity leave

In deciding whether to agree to an application for an extension of the period of maternity leave under clause 4.7.1 the employer must give proper consideration to the request in accordance with clause 2.13 of this Award.

4.9 The effect of maternity leave on annual leave and long service leave

4.9.1 An employee may take any annual leave and/or long service leave to which the employee is entitled instead of or together with maternity leave.

4.9.2 The annual leave and/or long service leave must be granted in accordance with the application to the extent of the employee's entitlement.

4.9.3 However, the total period of leave can not extend beyond the total period allowed under clause 4.5.

4.9.4 Any long service leave and annual leave taken during a period of maternity leave is governed by the conditions outlined in the relevant Ministerial Directives dealing with long service leave and recreation leave.

4.10 Minimum period of maternity leave

Subject to clause 4.11, an employee who is pregnant, whether or not she has made application under 4.2 must:

- (a) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and

(b) remain on maternity leave until at least 6 weeks after the birth of the child.

4.11 Reducing the minimum period of maternity leave

4.11.1 The employer may, at the request of the employee and on receipt of a certificate from a medical practitioner certifying that, in the opinion of the medical practitioner:

- (a) the employee is fit for duty until a specified date, reduce the period mentioned in clause 4.10 (a); or
- (b) the employee is fit to resume duty, reduce the period mentioned in clause 4.10 (b).

4.11.2 If the employer makes a decision under clause 4.11.1 to reduce the period, the approval is of effect until:

- (a) the day specified in the medical certificate; or
- (b) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
- (c) the employee commences maternity leave; or
- (d) the day of the employee's confinement; whichever happens first.

PART 5 - SPOUSAL LEAVE

5.1 Entitlement to spousal leave

For the birth of a child of an employee's spouse, the employee is entitled to the following leave:

- (a) an unbroken period of up to 1 week's unpaid short spousal leave;
- (b) a further unbroken period of up to 51 weeks unpaid long spousal leave.

5.2 Notice requirements for spousal leave

5.2.1 The employee must give the employer:

- (a) for long spousal leave, at least 10 weeks' written notice of intention to take the leave; and
- (b) at least 4 weeks' written notice of the dates on which the employee wants to start and end the leave.

5.2.2 The employee must, before starting the leave, give the employer:

- (a) a doctor's certificate confirming that the employee's spouse is pregnant and the expected date of birth; and
- (b) for long spousal leave, a statutory declaration by the employee stating:
 - (i) the period of any maternity leave sought by the employee's spouse; and
 - (ii) the employee is seeking the leave to be the child's primary caregiver; and
 - (iii) a written undertaking that the employee will not engage in conduct inconsistent with terms of employment during a period of parental leave.

5.3 Reasons not to give notice or documents

5.3.1 An employee does not fail to comply with clause 5.2 if the failure was caused by:

- (a) the child being born, or the pregnancy otherwise terminating, before the expected date of birth; or
- (b) another reason that was reasonable in the circumstances.

5.3.2 However, the employee must give the employer:

- (a) notice of the period of the leave within 2 weeks after the birth; and
- (b) in the case of the birth of a living child, a doctor's certificate stating the date on which the child was born.

5.4 Notice of change in situation

If there is a change in:

- (a) the expected date of birth of the child; or
- (b) the starting and finishing dates of the spousal leave;

the employee must notify the employer of the change within 2 weeks after the change.

5.5 When must spousal leave finish

Spousal leave must not extend:

- (a) beyond 1 year after the child was born; or
- (b) if an application for an extension of spousal leave under clause 5.7 is agreed to beyond 2 years after the child was born.

5.6 Extending a period of spousal leave by notice

5.6.1 An employee may extend the period of spousal leave by written notice given to the employer at least 14 days:

- (a) before the start of the spousal leave; or
- (b) if the spousal leave has been started before the spousal leave ends.

5.6.2 The notice must state when the extended period of spousal leave ends.

5.6.3 The total period of spousal leave can not be extended under this clause beyond the total period mentioned in clause 5.1.

5.7 Extending a period of spousal leave by agreement

5.7.1 An employee is entitled to spousal leave for the birth of a child of the employee's spouse under clause 5.1, or who is taking spousal leave for the birth, may apply to the employer for either or both of the following:

- (a) an extension of the short spousal leave for an unbroken period of up to 8 weeks in total;
- (b) an extension of the long spousal leave for an unbroken period of up to 96 weeks in total if the short spousal leave was extended to eight weeks under clause 5.7.1(a); or
- (c) an extension of the long spousal leave for an unbroken period of up to 103 weeks if the short spousal leave taken was one week under clause 5.1(a).

5.7.2 An employee may not make more than 1 application under clause 5.7 within any 12 month period, unless the employer agrees.

5.8 Employer to give proper consideration to application for extension of spousal leave

In deciding whether to agree to an application for an extension of the period of spousal leave under clause 5.7.1, the employer must give proper consideration to the request in accordance with clause 2.13.

5.9 The effect of spousal leave on annual leave and long service leave

5.9.1 An employee may take any annual leave and/or long service leave to which the employee is entitled instead of or together with spousal leave.

5.9.2 The annual leave and/or long service leave must be granted in accordance with the application to the extent of the employee's entitlement.

5.9.3 However, the total period of leave can not extend beyond the total period allowed under clause 5.5.

5.9.4 Any long service leave and annual leave taken during a period of spousal leave is governed by the conditions outlined in the relevant Ministerial Directives dealing with long service leave and recreation leave.

PART 6 - ADOPTION LEAVE

6.1 Entitlement to adoption leave and pre adoption leave

6.1.1 For the adoption of a child an employee is entitled to the following leave:

- (a) an unbroken period of up to 3 weeks' unpaid short adoption leave;
- (b) a further unbroken period of up to 49 weeks' unpaid long adoption leave to be the primary care giver.

6.1.2 An employee who is seeking to adopt a child is entitled to up to 2 days' unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure. Such leave at the request of the employee may be debited against recreation leave.

6.2 Notice requirements for adoption leave

6.2.1 The employee must give the employer:

- (a) for long adoption leave written notice of any approval to adopt a child at least 10 weeks before the expected date of placement of the child for adoption purposes (the expected placement date); and
- (b) written notice of the dates on which the employee wants to start and end the leave, as soon as practicable after the employee is notified of the expected placement date but, in any case, at least 14 days before starting the leave.

6.2.2 The employee must, before starting the leave, give the employer:

- (a) a statement from an adoption agency of the expected placement date; and
- (b) for long adoption leave a statutory declaration by the employee stating:
 - (i) the period of any adoption leave sought by the employee's spouse; and
 - (ii) the employee is seeking the leave to be the child's primary caregiver.

6.2.3 In this clause adoption agency means an agency, body, office or court, authorised by a Commonwealth or State law to perform functions about adoption.

6.3 Reasons not to give notice or documents

6.3.1 An employee does not fail to comply with clause 6.2 if the failure was caused by:

- (a) the child being placed for adoption before the expected placement date; or
- (b) another reason that was reasonable in the circumstances.

6.3.2 However, the employee must give the employer notice of the period of the leave within 2 weeks after the placement.

6.4 Notice of change in situation

If there is a change in:

- (a) the expected date of adoption; or
- (b) the starting and finishing dates of the adoption leave;

the employee must notify the employer of the change within 2 weeks after the change.

6.5 When must adoption leave finish

Long adoption leave must not extend:

- (a) beyond 1 year after the child was adopted; or
- (b) if an application for an extension of adoption leave under clause 6.7 is agreed to - beyond 2 years after the child was adopted.

6.6 Extending a period of adoption leave by notice

6.6.1 An employee may extend the period of adoption leave by written notice given to the employer at least 14 days:

- (a) before the start of the adoption leave; or
- (b) if the adoption leave has been started, before the adoption leave ends.

6.6.2 The notice must state when the extended period of adoption leave ends.

6.6.3 The total period of adoption leave can not be extended under this clause beyond the total period mentioned in clause 6.5.

6.7 Extending a period of adoption leave by agreement

6.7.1 An employee entitled to adoption leave for the adoption of a child under clause 6.1 or who is taking adoption leave for the adoption, may apply to the employer for either or both of the following:

- (a) an extension of the short adoption leave for an unbroken period of up to 8 weeks in total;
- (b) an extension of the long adoption leave for an unbroken period of up to 96 weeks in total if the short adoption leave was extended to eight weeks under clause 6.7.1(a); or
- (c) an extension of the long adoption leave for an unbroken period of up to 101 weeks if the short adoption leave taken was three weeks under clause 6.1.1(a).

6.7.2 An employee may not make more than 1 application for an extension for long adoption leave under clause 6.7 within any 12 month period, unless the employer agrees.

6.8 Employer to give proper consideration to application for extension of adoption leave

In deciding whether to agree to an application for an extension of the period of adoption leave under clause 6.7.1, the employer must give proper consideration to the request in accordance with clause 2.13 of this Award.

6.9 The effect of adoption leave on annual leave and long service leave

6.9.1 An employee may take any annual leave and/or long service leave to which the employee is entitled instead of or together with adoption leave.

6.9.2 The annual leave and/or long service leave must be granted in accordance with the application to the extent of the employee's entitlement.

6.9.3 However, the total period of leave can not extend beyond the total period allowed under clause 6.5.

6.9.4 Any long service leave and annual leave taken during a period of adoption leave is governed by the conditions outlined in the relevant Ministerial Directives dealing with long service leave and recreation leave.

PART 7 - SURROGACY LEAVE

7.1 Entitlement to surrogacy leave and pre-surrogacy leave

7.1.1 For the surrogacy of a child an employee is entitled to the following leave:

- (a) an unbroken period of up to 1 week's unpaid short surrogacy leave;
- (b) a further unbroken period of up to 51 weeks' unpaid long surrogacy leave to be the primary care giver.

7.1.2 An employee who is an intended parent under a surrogacy arrangement is entitled to up to 2 days unpaid leave to attend compulsory interviews or court hearings associated with the surrogacy arrangement.

7.2 Notice requirements for surrogacy leave

7.2.1 The employee must give the employer:

- (a) for long surrogacy leave written notice of intention to take the leave at least 10 weeks before the expected date when a child is to start residing with the employee under the surrogacy arrangement (the expected residence date); and
- (b) written notice of the dates on which the employee wants to start and end the leave, as soon as practicable after the employee is notified of the expected residence date but, in any case, at least 14 days before starting the leave.

7.2.2 The employee must, before starting the leave, give the employer:

(a) a statutory declaration stating:

(i) the employee is the intended parent under a surrogacy arrangement; and

(ii) the expected residence date; and

(b) for long surrogacy leave a statutory declaration by the employee stating:

(I) the period of surrogacy leave sought by the employee; and

(ii) the period of any surrogacy leave sought by the employee's spouse; and

(iii) the employee is seeking the leave to be the child's primary caregiver.

7.3 Reasons not to give notice or documents

7.3.1 An employee does not fail to comply with clause 7.2 if the failure was caused by:

(a) the child starting to reside with the employee before the expected residence date; or

(b) another reason that was reasonable in the circumstances.

7.3.2 However, the employee must give the employer notice of the period of the leave within 2 weeks after the placement.

7.4 Notice of change in situation

If there is a change in:

(a) the expected date of surrogacy; or

(b) the starting and finishing dates of the surrogacy leave;

the employee must notify the employer of the change within 2 weeks after the change.

7.5 When must surrogacy leave finish

Long surrogacy leave must not extend:

(a) beyond 1 year after the child started residing with the employee under the surrogacy arrangement; or

(b) if an application for an extension of surrogacy leave under clause 7.7 is agreed to beyond 2 years after the child started residing with the employee under the surrogacy arrangement.

7.6 Extending a period of surrogacy leave by notice

7.6.1 An employee may extend the period of surrogacy leave by written notice given to the employer at least 14 days:

(a) before the start of the surrogacy leave; or

(b) if the surrogacy leave has been started, before the surrogacy leave ends.

7.6.2 The notice must state when the extended period of surrogacy leave ends.

7.6.3 The total period of surrogacy leave can not be extended under this clause beyond the total period mentioned in clause 7.5.

7.7 Extending a period of surrogacy leave by agreement

7.7.1 An employee entitled to parental leave who is taking surrogacy leave under clause 7.1 may apply to the employer for either or both of the following:

(a) an extension of the short surrogacy leave for an unbroken period of up to 8 weeks in total;

(b) an extension of the long surrogacy leave for an unbroken period of up to 96 weeks in total if the short spousal leave was extended to eight weeks under clause 7.7.1(a); or

(c) an extension of the long surrogacy leave for an unbroken period of up to 101 weeks if the short surrogacy leave taken was one week under clause 7.1.1(a).

7.7.2 An employee may not make more than 1 application for an extension of long adoption leave under clause 7.7 within any 12 month period, unless the employer agrees.

7.8 Employer to give proper consideration to application for extension of surrogacy leave

In deciding whether to agree to an application for an extension of the period of surrogacy leave under clause 7.7.1 the employer must give proper consideration to the request in accordance with clause 2.13 of this Award.

7.9 The effect of surrogacy leave on annual leave and long service leave

7.9.1 An employee may take any annual leave and/or long service leave to which the employee is entitled instead of or together with surrogacy leave.

7.9.2 The annual leave or long service leave must be granted in accordance with the application to the extent of the employee's entitlement.

7.9.3 However, the total period of leave can not extend beyond the total period allowed under clause 7.5.

7.9.4 Any long service leave and annual leave taken during a period of surrogacy leave is governed by the conditions outlined in the relevant Ministerial Directives dealing with long service leave and recreation leave.

PART 8 - RESUMPTION OF DUTY

8.1 Shortening a period of parental leave

If the employer agrees, an employee may shorten parental leave by written notice given to the employer at least 14 days before the employee wants to return to work.

8.2 Return to work from parental leave

8.2.1 An employee on parental leave, other than an employee whose application under clause 8.1 is approved, must give the employer 4 weeks written notice of the employee's intention to return to work.

8.2.2 Subject to clause 8.3.1, an employee returning to full-time duty after a period of parental leave is to be deployed to the employee's former position.

8.2.3 An employee mentioned in clause 8.2.2 may be deployed in a different office or location in the same department or sub-department at the same centre and at the same level as the employee's former position, if:

(a) the employee has taken a period of parental leave of more than 104 weeks; or

(b) the former position of the employee no longer exists.

8.3 Part-time work

8.3.1 An employee who is on parental leave or who is the parent of a child may apply to the employer to return to work on a part-time basis.

8.3.2 An application mentioned in clause 8.3.1 for part-time work must:

(a) be in writing; and

(b) be made:

(i) for an application to return to work on a part-time basis after parental leave at least 7 weeks before the parental leave period ends; or

(ii) for an application to work part-time in place of current work arrangements at least 7 weeks prior to the requested transition; and

(c) state that it is an application for return to work on a part-time basis or transition to work on a part-time basis under clause 8.3; and

(d) state the start and end dates of the part-time arrangement being applied for; and

- (e) state the impact refusal of the application might have on the employee and the employee's dependants; and
- (f) be accompanied by a statutory declaration by the employee stating that the employee is seeking to work on a part-time basis so the employee can continue to be the child's primary caregiver when not at work.

8.3.3 The period in relation to which an application under clause 8.3 may be made can not extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

8.3.4 Before an employee begins part-time work approved under clause 8.3.1, the employee and the employer must agree on the following matters:

- (a) that the employee may work part-time;
- (b) the hours to be worked by the employee including the days on which the employee is to work and the commencing times of work;
- (c) the nature of the duties to be performed;
- (d) the level of remuneration applying to the duties; and
- (e) the period the employee is to work part-time.

8.3.5 The employee and the employer must record the terms of their agreement in writing which must be signed by both parties.

8.3.6 The agreement is to be retained by the employer and a copy is to be given to the employee.

8.3.7 The terms of the agreement may be varied by further agreement between the parties.

8.3.8 The work to be performed by the employee under the agreed part-time arrangement, need not be the work performed by the employee in the employee's former position.

8.3.9 The employee may, by agreement between the employee and the employer, work more hours than those recorded in the agreement.

8.4 Award to prevail

8.4.1 This clause is to be read in conjunction with the provisions dealing with part-time employment in an award or certified agreement relevant to the employees covered by this Award.

8.4.2 A provision in an award or certified agreement relevant to employees covered by this Award relating to:

- (a) the limiting of the number of employees who may work part-time; or
- (b) the establishment of quotas relating to the ratio of part-time to full-time employees; or
- (c) the prescribing of minimum or maximum hours a part-time employee may work; or
- (d) a requirement in relation to part-time employment:
 - (i) of consultation with an employee's union; or
 - (ii) that the consent of an employee's union be sought; or
 - (iii) that an employee's union monitor the employment arrangement;

does not apply to part-time employment approved under this Award.

8.4.3 If there is an inconsistency between a provision of this Award and a provision of another award or certified agreement otherwise having application, the provision of this Award prevails to the extent of the inconsistency.

8.5 Returning to previous employment status after part-time work

8.5.1 An employee returning to full-time duty after one period of part-time employment approved under clause 8.3 is to be deployed to the employee's former position.

8.5.2 An employee mentioned in clause 8.3.1 may be deployed in a different position at the same level if:

- (a) the employee has worked part-time in relation to the same child in excess of two years; or
- (b) the employee has worked more than one period of part-time work in relation to the same child.

8.5.3 An employee mentioned in clause 8.3.1 may be deployed in a different office or location in the same department or sub-department at the same centre and at the same level as the employee's former position, if the employee's former position no longer exists.

PART 9 - CARER'S LEAVE

9.1 General provisions for carer's leave

9.1.1 An 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, in accordance with this clause, any sick leave entitlement to provide care and support for such persons when:

- (a) they are ill; or
- (b) an unexpected emergency arises (e.g. unexpected failure of child care arrangements, a situation where a person is experiencing domestic violence or a close down of a school).

9.1.2 The entitlement to use sick leave in accordance with this clause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being either:

- (i) a member of the employee's immediate family; or

- (ii) a member of the employee's household; and

the term "immediate family" includes:

- (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and

- (ii) a child (including an adult child, an adopted child, a foster child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

9.1.3 If an employee is taking carer's leave to care for and support a member of the employee's immediate family or household who is ill, the employee must, if required by the employer, produce a doctor's certificate or statutory declaration evidencing that the member is ill with an illness requiring care by another.

9.1.4 An employee must, if practicable, give the employer:

- (a) notice of their intention to take carer's leave before taking the leave; and
- (b) the name of the person requiring care and the person's relationship to the employee; and
- (c) the reason for taking carer's leave; and
- (d) the period that the employee estimates he or she will be absent on carer's leave; and
- (e) if the reason for taking carer's leave is because an unexpected emergency has arisen, the nature of the emergency.

9.1.5 If it is not practicable for the employee to notify the employer of the intention to take carer's leave before taking the leave, the employee must notify the employer at the first reasonable opportunity.

9.1.6 An employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

9.1.7 Carer's leave may be taken for part of a day.

9.2 Use of unpaid leave for carer's leave

9.2.1 If the employee has exhausted his or her entitlement under clause 9.1.1, the employee may take unpaid carer's leave each time the employee needs to care for and support members of the employee's immediate family or household when:

(a) they are ill; or

(b) because an unexpected emergency arises.

9.3 Use of annual leave for carer's leave

An employee may elect, with the consent of the employer, to take annual leave for carer's leave purposes at a time or times agreed between the parties.

9.4 Time off in lieu of payment for overtime

9.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer to discharge a responsibility to care for or support a person within clause 9.1.1 whether sick or not.

9.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

9.4.3 An employer shall, if requested by an employee provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under clause 9.4.1 of this clause where such time has not been taken within four weeks of accrual and requested by the employee.

9.4.4 This clause does not limit or detract from any provision in an award or certified agreement dealing with time off in lieu of overtime which existed on or before the making of this Award.

9.5 Make-up time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for in the parent Award, at ordinary rates.

9.6 Long-term casual employees entitlement to carer's leave

9.6.1 A long-term casual employee is entitled to 10 days unpaid carer's leave in each year to care for and support members of the employee's immediate family or household:

(a) when they are ill; or

(b) because an unexpected emergency arises or

(c) because of the birth of a child.

9.6.2 The long-term casual employee may take additional unpaid carer's leave if the employer agrees.

9.6.3 A long-term casual employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

9.6.4 The employer must not fail to re-engage a long-term casual employee only because the long-term casual employee has taken carer's leave under this clause.

9.6.5 However, the rights of an employer not to re-engage a long-term casual employee are not otherwise affected.

9.6.6 A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under Part 9.

9.7 Short-term casual employees entitlement to carer's leave

9.7.1 A short-term casual employee is entitled to leave work or to be unavailable to attend work for up to 2 days each time the employee needs to care for and support members of the employee's immediate family or household;

(a) when they are ill; or

(b) because an unexpected emergency arises; or

(c) because of the birth of a child.

9.7.2 The short-term casual employee may leave work or be unavailable to attend work for reasons mentioned in clause 9.7.1 for additional periods if the employer agrees.

9.7.3 A short-term casual employee can not take carer's leave if another person has taken leave to care for the same person unless there are special circumstances requiring more than 1 person to care for the person.

9.7.4 The employer must not fail to re-engage a short-term casual employee only because the short-term casual employee has taken carer's leave under this clause.

9.7.5 However, the rights of an employer not to re-engage a short-term casual employee are not otherwise affected.

9.7.6 Leave taken under clause 9.7 is unpaid.

PART 10 - BEREAVEMENT LEAVE

10.1 General provisions for bereavement leave

10.1. An employee, other than a long-term or short-term casual employee is entitled to:

(a) at least 2 days bereavement leave on full pay on the death of a member of the person's immediate family or household; and

(b) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

10.1.2 The employee must give the employer a copy of the funeral notice or other evidence of the death if the employer reasonably requires.

10.1.3 For the purposes of Part 10 "family" means:

(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee;

(b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an exnuptial child), parent, grandparent, grandchild, sibling of the employee or spouse of the employee.

10.2 Long-term and short-term casual employees

10.2.1 A long-term casual employee is entitled to:

(a) at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household; and

(b) If the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

10.2.2 A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under Part 10.

10.2.3 A short-term casual employee is entitled to:

(a) be unavailable to attend work for up to 2 days on unpaid bereavement leave on the death of a member of the person's immediate family or household ; and

(b) if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid bereavement leave equal to the time reasonably required for the travel.

10.2.4 The employer must not fail to re-engage a casual employee only because the casual employee has taken bereavement leave under this clause.

10.2.5 However, the rights of an employer not to re-engage a casual employee are not otherwise affected.

10.3 Unpaid leave

An employee, with the consent of the employer, may apply for additional unpaid leave when a member of the employee's immediate family or household dies and the period of bereavement leave provided above is insufficient.

10.4 Other conditions

Other conditions of bereavement leave which apply to an employee are found in the Ministerial Directive dealing with bereavement leave.

PART 11 - CULTURAL LEAVE

11.1 General provisions for cultural leave

11.1.1 An employee who is required by Aboriginal tradition or Torres Strait Islander custom to attend an Aboriginal or Torres Strait Islander ceremony may take up to 5 days unpaid cultural leave in each year if the employer agrees.

11.1.2 The employer must not unreasonably refuse the employee's application to access cultural leave.

11.1.3 In considering an employee's request to access cultural leave, the employer must consider the following:

- (a) the employer's capacity to reorganise work arrangements to accommodate the employee's request;
- (b) the impact of the employee's absence on the delivery of customer service;
- (c) the employee's circumstances; and
- (d) the impact on the employee, including the employee's ability to balance his or her work and family responsibilities, if the employer was to reject an employee's request.

11.1.4 The employee must, if practicable, give the employer:

- (a) reasonable notice of the intention to take cultural leave before taking the leave;
- (b) the reason for taking the leave; and
- (c) the period that the employee estimates the employee will be absent.

11.1.5 If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in clause 11.1.4(b) and (c) at the first opportunity.

11.1.6 Section 40A(6) of the *Industrial Relations Act 1999* declares that the cultural leave provided under section 40A is a welfare measure for the purposes of the *Anti-Discrimination Act 1991*, section 104.

Dated 10 April 2012.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 10 April 2012



DECISION

Fair Work Act 2009

s.768AX - Application to vary copied State instruments

s.768BD - Application to consolidate orders in relation to transferring employees

s.768BG - Application to consolidate orders in relation to non-transferring employees

Central Queensland University

(AG2014/6101, AG2014/6103, AG2014/6105 and AG2014,6108)

COMMISSIONER BOOTH

BRISBANE, 26 JUNE 2014

Consolidation orders and application to vary the Copied State Instruments covering TAFE Teaching Employees.

[1] An application under sections 768AX, 768BD and 768BG and of the *Fair Work Act 2009* (the Act) for orders relating to instruments covering a new employer and transferring and non-transferring employees were filed by Central Queensland University (CQU) on 20 May 2014.

[2] CQU seek orders so that the transferring and non-transferring employees from

- CQ TAFE Canning Street Campus, Rockhampton
- CQ TAFE Mackay City Campus
- CQ TAFE Ooralea Campus
- CQ TAFE Yeppoon Campus
- CQ TAFE Central Highlands Campus
- CQ TAFE Biloela Campus

are covered by consolidated Copied State Instruments. CQU is also seeking orders to vary the copied state instruments which will be known as the:-

- *Central Queensland University Educational Employees Copied State Employment Agreement 2014* (copied state agreement); and
- *Central Queensland University TAFE Teachers Copied State Award 2014* (copied state award).

[3] It is the intention of CQU that the Copied State Agreement is to be read in conjunction with the Copied State Award.

Background

[4] CQU is a constitutional corporation and a national system employer. CQ TAFE is a State public sector employer. The TAFE Teaching employees will be performing the same work, or substantially the same, as the work they performed for the old State employer.

[5] The intention of the CQU is that the TAFE Teaching employees recruited by CQU who transfer from CQ TAFE would be offered employment with CQU on the basis that their terms and conditions of employment would be regulated by the Copied State Agreement and the Copied State Award.

[6] The orders sought by CQU have the effect of affirming that the former employees of CQ TAFE who become employees of CQU will not be covered by the University's Enterprise Agreement as it does not provide suitable terms and conditions for TAFE Teaching staff.

The legislation

[7] The application is made pursuant to s. 768AX, 768BD and 768BG and of the Act, which allows the Commission to make orders that a copied State instrument for a transferring employee will cover the transferring and non-transferring employee, and that the CQU's enterprise agreement does not cover the transferring and non-transferring employee.

[8] The matters the FWC must take into account in determining whether to make the above orders are set out in sections 768AX(3), 768BD(3) and 768BG(4):

“Matters that the FWC must take into account

In deciding whether to make an order under subsection (1), the FWC must take into account the following:

(a) the views of:

(i) the employees who would be affected by the order; and

(ii) the new employer or a person who is likely to be the new employer;

(b) whether any employees would be disadvantaged by the order in relation to their terms and conditions of employment;

(c) if the order relates to a copied State employment agreement or an enterprise agreement--the nominal expiry date of the agreement;

(d) whether the copied State instrument would have a negative impact on the productivity of the new employer's workplace;

(e) whether the new employer would incur significant economic disadvantage as a result of the copied State instrument covering the new employer;

(f) the degree of business synergy between the copied State instrument and any workplace instrument that already covers the new employer;

(g) the public interest.”

[9] I turn now to consider these factors.

Relevant Factors

[10] As the new employer or likely new employer, CQU is able to make an application of the present type under sections 768AX(2), 768BD(2) and 768BG(3). The orders sought by CQU are within the scope of these sections of the Act.

[11] A statutory declaration provided by Jacinta Cumming, Manager HR Business Improvement on behalf of CQU states that the application is made following:-

- consultation with the TAFE Teaching employees affected;
- information given to employees that they may seek advice through People and Culture at a specific email address;
- meetings held by video-conference where employees views were sought and questions answered; and
- individual emailed queries responded to by CQU.

[12] The Copied State Award and Copied State Agreement provide terms and conditions of employment which are more beneficial than those set out in the CQU Enterprise Agreement. I consider that transferring and non-transferring employees would not be disadvantaged as a result of being covered by the Copied State Instruments.

Conclusion

[13] I have considered the matters set out in the relevant sections of the Act and I am satisfied on the basis of supporting documentation provided with the Application and the additional material provided that the orders should be issued.

[14] Further, as the consultation terms do not meet the requirements of the Act, the model consultation term is taken to be a term of the Copied State Agreement and Copied State Awards and is attached to the varied Agreement and the varied Awards.

[15] The Applications are granted and Orders in the terms sought will be issued accordingly.



COMMISSIONER

[2014] FWC 4132

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ORDER

Fair Work Act 2009

s.768AX - Application to vary copied State instruments

s.768BD - Application to consolidate orders in relation to transferring employees

s.768BG - Application to consolidate orders in relation to non-transferring employees

Central Queensland University

(AG2014/6101 and AG2014/6105)

COMMISSIONER BOOTH

BRISBANE, 26 JUNE 2014

Consolidation and application to vary the Copied State Instruments covering TAFE Teaching Employees.

A. Further to my Decision in [2014] FWC 4132 the following order is made under section 768AX, 768 BD and 768BG of the *Fair Work Act 2009* (the Act):

1. In accordance with section 768AX of the Act the *TAFE Teachers' Award - State 2012* (the Award), which will be a copied State instrument within the meaning of section 768AH of the Act is varied. It will be known as the *Central Queensland University TAFE Teachers Copied State Award 2014*. The details of the variations are set out in Attachment A and the consolidated instrument is at Attachment B. The variations will apply in respect of all employees who are or will be covered by the Agreement.

2. In accordance with section 768BG of the Act (which deals with consolidation orders in relation to transferring employees), the Award as varied is a copied State instrument and applies to all transferring employees from 1 July 2014.

3. In accordance with section 768BG of the Act (which deals with consolidation orders in relation to non-transferring employees), the Award as varied is a copied State instrument and applies to all non-transferring employees who perform, or are likely to perform, the transferring work from the date of their employment with effect as applicable:

3.1 from the date of the order, in respect of non-transferring employees who are already employed by the Applicant as at the date of this order; or

3.2 from the date of employment, in respect of non-transferring employees who are employed by the Applicant after the date of this order.

B. This order shall come into force from 26 June 2014.



COMMISSIONER

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ATTACHMENT A

1. Change clause 1.1.Title to the Copied Award and at clause 1.3 Award Coverage to include transferring and non-transferring employees.
2. Remove reference at clause 1.4 Statutory Coverage to Public Service Act and in reference to the Vocational Education, Training and Employment Act 2000, include the wording “amended/replaced from time to time”.
3. Include change to the date of operation in accordance with Fair Work Act 2009 768AO; at clause 1.5.2 include reference to University Policy and Procedures.
4. Change reference at clause 1.6 to “Copied State Award” and include the Australian Education Union (which is the federal branch relating to QTU) and change Together Queensland’s title to AMASCU.
5. Various changes to clause 1.7 Definitions to include appropriate references to the Fair Work Act (remove reference to QIRC), the University (remove reference to Institute), Vice-Chancellor & President or nominee (remove reference to Chief Executive of the Public Service), include definition of “representatives” and Joint Consultative Committee.
6. Remove Clause 2 Enterprise Flexibility as the University is already at an enterprise level – so this superfluous.
7. Change Clause 3.1 Prevention and Settlement of disputes to the University’s Resolving Disputes Arising from this Agreement and clause 3.2 Employee grievance procedures to the University’s Employee Grievance procedures.
8. Removes subclause 4.8.7-4.8.13 as they are dealt with under Fair Work Act.
9. Clause 5.3 Superannuation – change to ensure existing full members of QSuper can retain membership to QSuper.
10. The provision for Leave including Parental Leave, Carer’s leave, Compassionate Leave, Long Service Leave, Sick Leave and Cultural Leave will be placed in University Policy and Procedure.
11. Change to Jury Service.
12. Change subclause 11.1 Right of Entry, 11.2 Time and wages record, 11.3 Union Encouragement, 11.4 Union Delegates replace with Clause 11.1 Facilitating Union Involvement in order to meet the requirements of the Fair Work Act and to better align with the University’s current union protocol. At clause 11.1.4 - at the request of the AEU removed ability for AEU/QTU members to access payroll deduction for union fees as it is not supported by the Union.
13. Changes throughout the Agreement – where there is reference to the Chief Executive of the Public Service; change to Vice-Chancellor & President or nominee.

14. Change throughout the agreement – all references to Directives from the Minister in accordance with the Public Services Act 2008 to University policy and procedures.