

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/280

**TITLE:** Power Business College Enterprise Agreement 1997

**I.R.C. NO:** 98/5017

**DATE APPROVED/COMMENCEMENT:** 19 October 1998

**TERM:** Expires 30 June 2001

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 62

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all teaching & administrative employees of the College

**PARTIES:** Jentaw P/L t/as Power Business College -&- Karen Marcia Bryant, Kyall John Coulton, Allan Joseph Feltis, Barbara Phyllis Glen-Feltis, Jane Louise King, Petrice Ann Manton, Dianne Potter



# ENTERPRISE AGREEMENT

## POWER BUSINESS COLLEGE

### 1. TITLE

This agreement shall be known as the Power Business College Enterprise Agreement 1997.

### 2. ARRANGEMENTS

Clause	Subject Matter
1.	Parties Bound
2.	Area and Incidence of the Agreement
3.	Relationships to Existing Awards
4.	Objectives
5.	Definitions
6.	Duration
7.	Standard Hours of Work
8.	Workload for Teacher/Facilitators / Unit Managers
9.	Rates of Pay - Full Time Employees
10.	Salary Progression and Review
11.	Termination of Employment - Full Time Employees
12.	Allowances
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14.	Sick Leave
15.	Family Leave
16.	Unpaid Leave for Family Purpose
17.	Overtime
18.	Other Leave
19.	Grievance & disputes Procedure
20.	Terms of Engagement
21.	Redundancy
22.	Discipline



#### Attachments:

- A Career Paths / Rates of Pay
- B Position Descriptions
- C Parental Leave

## 1. PARTIES BOUND

The agreement shall be binding on :

- Power Business College ("The College")
- Employees of Power Business College ("The Employees")



## 2. AREA AND INCIDENCE OF THE AGREEMENT

The agreement applies to all employees, teaching and administrative of Power Business College.

## 3. RELATIONSHIP TO EXISTING AWARDS

The Clerical and Administrative Employees(State) Award provides the required safety net on minimum wages and conditions of employment underpinning the agreement for administrative staff, whilst the Business College(NSW) Award 1995 is the current award that relates to teachers of business colleges in NSW at this time.

This agreement shall be read and interpreted wholly in conjunction with the Business College (NSW) Award 1995 (a conditions only award) and the Clerical and Administrative Employees (State) Award (with regard to wage rates).

In the event of any inconsistency between this agreement and the relevant award the terms of this agreement shall prevail.

A copy of the Business Colleges(NSW) Award 1995 accompanies this agreement.

## 4. OBJECTIVES

The parties to the agreement recognise that the delivery of vocational education and training requires a greater flexibility in delivery modes and expectations of staff in the services provided to our customers. The parties therefore commit themselves to the following objectives to support the achievement of this goal:

- To meet and exceed the expectations of our customers, both internal and external
- To enhance flexibility and professionalism in delivery
- To encourage and support greater responsibility for the operations of the unit
- To continually maintain competence consistent with industry best practice and deliver best practice programs
- To establish and maintain a salary structure that promotes excellence
- To establish and develop skills development infrastructure for staff consistent with providing

training services that meet customer requirements and best practice



## 5. DEFINITIONS

For the purpose of this award:

“Teacher/Facilitator” means a person employed to present or develop training programs for or on behalf of the company.

“Act” means the NSW Industrial Relations Act(1996).

“Full Time” means any position where the employee is paid on an annualised rate of pay.

“Competent to teach” relates to the possession of qualifications and/or demonstrated practical or industry experience in that field of study combined with qualifications and successful practical teaching/training experience to instruct students in that particular component or discipline

“Best Practice” relates to operations consistent with the current “best methods of operation” within an industry. This involves currency of techniques and operations to achieve the quality and production standards adopted as the benchmark for that industry.

“Recognised Teacher Training Institution” means an Australian College of Advanced Education, Australian Teachers College, Australian Institute of Education or Australian University recognised by the Tertiary Education Commission.

“Commercial /Vocational Teaching Qualifications” means any one of the following:

- (i) Instructors Course (TAFE).
- (ii) Teachers Certificate—Commercial Education Society of Australia (CESA)
- (iii) Pitman Teachers Diploma (London).
- (iv) Workplace Trainer Category 1 or 2

## 6. DURATION

This agreement will come into operation from the date of certification by the Industrial Relations Commission of NSW and will remain in force until 30 June 2001.

## 7. STANDARD HOURS OF WORK

All full time employees will work a 38 hour week with the normal spread of hours being between 8.30am and 9.00pm. Split hours of work will not be allowed unless prior permission from the parties to the agreement has been gained, in accordance with the Grievance and Dispute Procedures contained in the agreement.

That is to say, the hours worked will be up to 8 hours per day in a continuous pattern with a total of 38 hours being worked over a five day period.

Where an employee is required to work for more than 8 hours in a single day, they will be paid at the overtime rate (including allowances) for any time in excess of eight continuous hours. The additional hours will not constitute part of the 38 hours expected to be worked during a week.

Where an employee elects to work for more than 8 hours on a single day as part of their 38 hours, no overtime rate or allowances will be paid.

In cases where night classes are expected to be taught, up to 9 00pm, the allocation of teaching staff to those classes will be on the following basis:

- teachers who have taught classes previously will be exempted from compulsory attendance at those classes for an equivalent period e.g. six months on, six months off
- teachers whose work area is taught predominantly at night are expected to perform night classes as part of their normal hours of duty
- teachers whose hours of work will be changed to include night classes will be notified a minimum of fourteen days prior to being required to perform night classes
- teachers who are required to perform night classes will not be allocated to classes commencing at the start of the normal spread of hours (8.30am) the following day where they have worked past 8 00pm i.e. a minimum of 12 hours between completion of duties on the previous day and the start of duties on the following day

All staff will be provided with an unpaid lunch half hour between the normal spread of hours.

## 8. WORKLOAD FOR TEACHER/FACILITATORS / UNIT MANAGERS

The normal workload for full time employees will be made up of 28 units. These units may be composed as follows:

1 Hour Face to Face Presentation	=	1 Unit
1 Hour Coordination of Unit Functions	=	1 Unit
1 Hour Specialist Function	=	1 Unit



Where full time employees undertake to perform additional units making up to a maximum of 34 units per employee, they will be paid at the equivalent pro rata rate per unit. That is the hourly rate equivalent to 1/28 of their annual salary.

The standard unit rate of 28 units allows for time within the 38 hour week for the expected operational requirements of teaching staff including administration, professional development activities, marking and development of course materials.

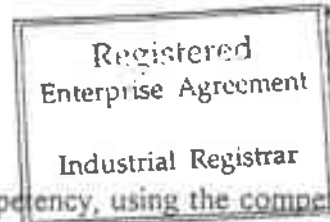
In cases where additional units are performed no additional claims will be entered into for time allowance or additional salary for administration, professional development, marking or

development of course materials.

## 9. CAREER PATH AND RATES OF PAY – FULL TIME EMPLOYEES

The rates of pay and career paths are established for full time employees as determined by Clause 9. The method of career progression is defined in Clause 10.

Rates of pay and career paths are detailed in Attachment A.



## 10. SALARY PROGRESSION AND REVIEW

The means of salary progression will be formal evaluation of competency, using the competency assessment process, and meeting of performance objectives, using the Performance Appraisal process.

When an employee requests a salary review, the following guidelines will operate:

- Assessment of competency will occur within three weeks of request by an accredited Workplace Assessor
- A Performance Appraisal will be performed within three weeks of the request for salary review
- Salary increases will be back dated to the date of the request for salary review in cases where the assessment and Performance Appraisal have met the standards required for salary progression
- An appeals process will be provided for employees who feel that the review was not performed consistent with the standards indicated on career path
- All staff will undergo an annual reassessment process in conjunction with the Performance Appraisal process to ensure competence is maintained. In cases where competence has not been maintained, the salary level of the employee will reduce to the previous level of the career path until such time as those competencies not maintained are re-accredited. In this case, there will be no back dating of salary increases.

## 11. TERMINATION OF EMPLOYMENT

### Notice Period

On the termination of employment of an employee, the company will provide the period of notice as follows:

<u>Employee's Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks

More than 3 years but less than 5 years  
More than 5 years

3 weeks  
4 weeks

In cases where an employee is over the age of 45 years and has at least two years service, they will be entitled to an additional weeks notice in addition to the above table.

### **Payment in Lieu of Notice**

Payment in lieu of notice at normal salary rates shall be made in cases where the appropriate period of notice may not be given or through the mutual agreement between the company and the employee.

### **Resignation by Employee**

All Teacher/Facilitators must provide written notice of resignation to their immediate supervisor and provide a minimum of two weeks notice. In the case of Administrative staff and Unit Managers the college requires a minimum of four weeks notice.

In cases of mutual agreement the employee may leave employment within this period with subsequent pro rata loss of the two/four week entitlement of payment (whichever case applies)

### **Summary Dismissal**

The company has the right to dismiss an employee without notice if the employee is guilty of serious misconduct, and in such cases, wages and other accrued benefits shall be paid up to the time of dismissal only. Serious misconduct would include proven behaviour such as sexual or other assault of a student, wilful damage to equipment or theft.

## **12. ALLOWANCES**

### **Annual Leave Loading**

All full time employees will be entitled to a 17.5% loading on four(4) weeks leave per annum. This will be accrued from the commencement anniversary date, with employees having less than twelve months being paid on a pro rata basis on length of continuous service.

## Travel Allowance

Where an employee is required to perform their normal duties at a site remote from their principal place of work and using their own vehicle, they will be paid a travel allowance based on the distance travelled from their personal residence or from the college (whichever is the lesser distance) using the following rates:

Less than 2 litres:	32 c/km
2 - 3 litres:	35 c/km
Greater than 3 litres:	38 c/km



The principal place of work is defined as the location of their offer of employment.

### 13. ANNUAL LEAVE ENTITLEMENTS

All full time employees are entitled to 20 days per annum for annual leave or pro rata part thereof based on the period of continued service during that year. This leave will normally be taken during the college closure times at Easter and Christmas each year.

This will be accrued from the commencement anniversary date, with employees having less than twelve months being paid on a pro rata basis on length of continuous service.

In cases where changes to these arrangements are required staff will be notified three(3) months in advance of when changes are to take place.

Leave outside of these times will only be allowed at the discretion of the Directors.

The Directors will provide an undertaking to staff that during the course of this agreement alternatives for staff wishing to take holidays outside of the normal College closing periods will be reviewed and rostering options developed in conjunction with staff.

### 14. SICK LEAVE

This will be accrued from the commencement anniversary date.

All full time employees are entitled to a total of ten days sick leave per year (based on commencement anniversary) pursuant with:

- Absences of two days or more require a medical certificate
- After three separate absences in a year a medical certificate is required irrespective of the duration of the absence

In the above case, an absence is defined as a single period of sick leave, irrespective of the duration of the leave.



Accumulation of sick leave will be on the following basis:

- (a) Untaken sick leave in any year shall accumulate up to 2 years to ~~a maximum of 20 days~~. Sick leave which accrues to an employee at the commencement of a year of service shall be taken prior to the leave which an employee has accumulated.
- (b) An employee shall not be entitled to sick leave for any period in respect of which such an employee is entitled to workers compensation.

In all cases where sick leave is taken it is the responsibility of the employee to notify the college by 8.30am on the day of absence so that arrangements may be made for student welfare.

## 15 . FAMILY LEAVE

Sick leave may be used to provide family illness care contingent upon notifications contained in Item 14 above and the person concerned being:

- a spouse of the employee; or
- a de facto spouse ; or
- a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

## 16. UNPAID LEAVE FOR FAMILY PURPOSE

An employee may elect, with the consent of the Principal /Director of Studies to take unpaid leave for the purpose of providing care and support to family person as detailed in Item 15 who is ill.

## 17. OVERTIME

In special cases staff will be requested to work overtime in addition to the normal number of units agreed to by the employee and the College.

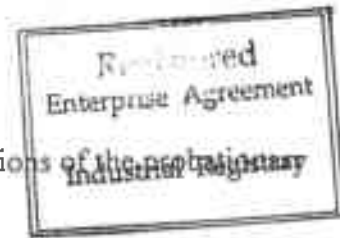
In such cases the following will apply:

- The maximum number of hours worked in one day will be 12 hours
- For any maximum period a lunch break of 30 minutes (unpaid) and a tea break of 40 minutes (paid) will be provided if hours worked are after 6.00pm
- The rate of pay for overtime will be 1.5 times the normal hourly rate for full time teachers

- Teachers who elect to include units of work after normal hours in their normal workload (28 units) are not entitled to claim overtime or paid meal allowances for those hours worked unless additional hours are requested by the college.

An employee may elect, with the consent of the Principal/Director of Studies to take time off in lieu of payment for overtime at a time or times mutually agreeable to all parties.

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.



## 18. OTHER LEAVE

This will be an entitlement for employees who have met the conditions of the probationary period.

The conditions of leave are detailed below.

### Parental Leave

This shall be in accordance with part 4 of of Chapter 2 of the Industrial Relations Act 1996.

### Adoption Leave

In accordance with the Industrial Relations Act or its successor, an employee shall be entitled to one day's leave with pay for the purposes of adoption of a child. This is in addition to the normal sick and annual leave provisions of the agreement.

### Bereavement Leave

An employee shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days.

### Examination Study Leave (University/TAFE Courses)

An employee, who for the purpose of furthering his or her training, enrolls in any course approved by the College shall be granted leave:

- with pay on the day of any examination required in the course;
- without pay for the purpose of attending any compulsory residential school which is a part of such course.

Upon request, the College may entertain requests from employees for time off without pay or use of annual leave for attendances at off-College courses, seminars or meetings and payment of fees for programs that shall greatly benefit the College.

Where the College requires an employee to undertake a course of study the employee will be provided with paid leave for examinations and residential schools (if applicable). The payment of tuition fees will be subject to negotiation between the employee and the Directors.

### Jury Duty

An employee required to attend for jury service shall be reimbursed by the College an amount equal to the difference between the amount paid in respect of his or her attendance for such service and the wage he or she would have received had he or she not been on jury service.

### Long Service Leave

Long service leave will be provided to full time employees based on the provisions of the Long Service Leave Act 1955.



## 19. GRIEVANCE & DISPUTES PROCEDURE

The following procedures are taken directly from the Business College(NSW) Award 1995:

### *Procedures relating to grievances of individual employees*

- (a) Employees are required to notify(in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought
- (b) A grievance must initially be dealt with as close to its' source as possible, with graduated steps for further discussion and resolution at higher levels of authority
- (c) Reasonable time limits must be allowed for discussion at each level of authority
- (d) At the conclusion of the discussion, the employer must provide a response to the teachers' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy
- (e) While a procedure is being followed, normal work must continue
- (f) The employee may be represented by an industrial organisation of employees if they wish

### *Procedures relating to disputes etc between employers and their employees*

- (a) A question, dispute or difficulty must initially be dealt with as close to its' source as possible, with graduated steps for further discussion and resolution at higher levels of authority
- (b) Reasonable time limited must be allowed for discussion at each level of authority
- (c) While a procedure is being followed, normal work must continue
- (d) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose

## 20. TERMS OF ENGAGEMENT

All employees will be provided with the Power Business College Workplace Agreement prior to commencement as part of their employment documentation.

The employment documentation will include:

- Letter of Offer detailing commencement rates of pay and date of commencement
- Copy of Power Business College Workplace Agreement
- Application for Employment Form
- Tax Declaration Form



All forms are required to be completed prior to commencement of duties.

## 21. REDUNDANCY

In the case of full time employees with less than twelve months continuous service there is a general obligation on the college so that those such employees shall be given a minimum of one months notice of any impending redundancy.

This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including gross misconduct, inefficiency or neglect of duty.

Redundancy payments and conditions shall be in accordance with the Business Colleges(NSW) Award 1995 in the case of teaching staff and the Clerical and Administrative Employees(State) Award in the case of administrative staff..

## 22. DISCIPLINE

In cases where an employee has breached the ethical or performance standards of the college the disciplinary procedure to be followed will be as follows:

1. The immediate supervisor or Director of Studies/Principal will conduct an initial counselling session with employee detailing performance and ethical requirements. At this interview an agreed action plan will be established and documented detailing:
  - requirements to be completed
  - changes in routine required
  - support mechanisms committed
  - dates for completion of work/behaviour changes

This document will be signed by all parties and attached to the Employees' Personnel File.

2. If at the end of the initial period there has been no change in behaviour or work standards agreed have not been completed a second interview will be conducted with the Employee and an employee representative to discuss the relevant changes required and any further requirements to meet the performance standards expected by the college.

At this time an agreed action plan will be established and documented detailing:

- requirements to be completed
- changes in routine required
- support mechanisms committed
- dates for completion of work/behaviour changes



This document will be signed by all parties and attached to the Employees' Personnel File.

At this interview the employee will be notified that any further breach of conduct or non-compliance with agreed action plan targets will result in their dismissal.

3. If after two interviews the measures arising from the action plan previously established have not been met the employee will be formally notified of their dismissal and a timeframe established for leaving the college's premises.

In such cases any long service or annual leave accrued will be paid but there will be no further claim on the college for any severance payment. All superannuation payments will be held in the fund until such time as directions are provided in writing by the employee of any transfer or dispersal (in accordance with the Superannuation Guarantee Act provisions).

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## ATTACHMENT A

### CAREER PATHS AND SALARY RATES

## Career Path for Teacher / Facilitators

Level	Pay Rate	Competencies Required/Qualifications	
		Business Management	Business Studies
4	\$34,000	<ul style="list-style-type: none"> <li>Competent to teach all of Group A, B, C and Management units from Business Management Stream</li> </ul>	<ul style="list-style-type: none"> <li>Level 3 plus competent to teach an additional group from Level 1 of Business Studies Stream</li> </ul>
3	\$32,000	<ul style="list-style-type: none"> <li>Level 2 plus competent to teach Group A or B or all Group C</li> </ul>	<ul style="list-style-type: none"> <li>Level 2 plus competent to teach three(3) groups from Level 1 (Diploma) or two(2) groups from Level 1 (Degree) Business Studies Stream</li> </ul>
2	\$29,300	<ul style="list-style-type: none"> <li>Level 1 plus competent to teach all management units plus Group A or B from Level 1 or an additional Group C discipline area</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Business Studies or equivalent plus competent to teach two(2) additional groups from Level 1.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Degree in Business Studies or equivalent plus competent to teach one(1) additional group from Level 1</li> </ul>
1	\$27,500	<ul style="list-style-type: none"> <li>Competent to teach:                             <ul style="list-style-type: none"> <li>Group A - Information Processing 1 or 2</li> <li>OR</li> <li>Group B - Communication Principles and Practices</li> <li>OR</li> <li>Group C - Two(2) of the following:                                     <ul style="list-style-type: none"> <li>Accounting</li> <li>Law</li> <li>Economics</li> <li>Marketing</li> </ul> </li> </ul> </li> <li>Degree or Diploma with majors in Management/Accounting/Economics/Marketing/Communications/English</li> <li>Workplace Training Category 2</li> </ul>	<ul style="list-style-type: none"> <li>Competent to teach two of the following groups:                             <ul style="list-style-type: none"> <li>Group A - Information Processing 1 and Disinflation</li> <li>Group B - Information Processing 2</li> <li>Group C - Communication Principles &amp; Practice</li> <li>Group D - Office Administration &amp; Practice</li> <li>Group E - Professional Office Environments</li> <li>Group F - Transcription Systems (Shorthand)</li> <li>Group G - Accounting from Business Studies courses</li> <li>Group H - Management Units from Business</li> </ul> </li> <li>Workplace Training Category 1</li> </ul>
Entry	\$25,000	<ul style="list-style-type: none"> <li>Workplace Training Category 2</li> </ul>	<ul style="list-style-type: none"> <li>Information Technology                             <ul style="list-style-type: none"> <li>Competent to teach at Diploma level (AQFS - 5) in Information Technology</li> </ul> </li> <li>Competent to teach AQF level IV Information Technology</li> </ul>



Unit Managers will be paid an allowance of \$1,500.00 per annum for the performance of the management of the functions required to be performed by the unit. These functions are detailed in the position description for the position.

Full group module information is contained in the Power Business College Program Handbook relating to courses listed under the respective streams ( Business Management, Business Studies, Information Technology).

## Career Path for Administration Staff



Level	Pay Rate	Competencies Required
5	567.50	<p>Demonstrate competence in accordance with NOSFAB standards in:</p> <ul style="list-style-type: none"> <li>• Implement new/improved systems of information handling</li> <li>▪ Circulate publications</li> <li>▪ Obtain data from external sources</li> <li>▪ Produce reports</li> <li>▪ Assist in the development of options for future strategies</li> <li>▪ Assist with planning to match future requirements with resource allocation</li> <li>• Maintain a small network</li> <li>• Organise meetings</li> <li>• Plan and organise major functions e.g. conference, graduation</li> <li>• Draft job vacancies</li> <li>▪ Assist in the selection of staff</li> <li>▪ Plan and allocate work for the team</li> <li>▪ Monitor team performance</li> <li>▪ Administer PAYE salary records</li> <li>▪ Process payment of wages and salaries</li> <li>▪ Prepare payroll data</li> </ul>
4	506.90	<p>Demonstrate competence in accordance with NOSFAB standards in:</p> <ul style="list-style-type: none"> <li>▪ Categorise files</li> <li>▪ Maintain security of filing system</li> <li>▪ Train others in the operation of the filing system</li> <li>▪ Receive and process a request for information</li> <li>▪ Compose report/correspondence</li> <li>▪ Provide information on current service provision and resource allocation within area of responsibility</li> <li>▪ Identify trends in client requirements</li> <li>▪ Maintain storage media</li> <li>▪ Devise and maintain filing system</li> <li>▪ Assist and train network users</li> <li>▪ Manage diary on behalf of others</li> <li>▪ Make meeting arrangements</li> <li>▪ Record minutes of meetings</li> <li>▪ Prepare content of documentation for meetings</li> <li>▪ Plan work for team</li> <li>▪ Allocate tasks to members of the team</li> <li>▪ Provide training for team members</li> <li>▪ Prepare financial reports</li> <li>▪ Draft financial forecasts/budgets</li> </ul>
3	465.20	<p>Demonstrate competence in accordance with NOSFAB standards in:</p> <ul style="list-style-type: none"> <li>• Prepare new files</li> <li>• Identify and process inactive files</li> <li>▪ Record documentation movements</li> <li>▪ Establish and maintain library system</li> <li>▪ Respond to telephone, oral and written requests for information</li> <li>▪ Draft routine correspondence</li> <li>▪ Handle sensitive inquiries with tact and discretion</li> <li>▪ Maintain equipment</li> <li>▪ Train others in the use of office equipment</li> <li>▪ Produce documents</li> <li>▪ Clarify specific needs of client/other employees</li> <li>▪ Negotiate allocation of tasks</li> <li>▪ Monitor own completion of allocated tasks</li> <li>▪ Reconcile accounts to balance</li> </ul>



Level	Pay Rate	Competencies Required
		<ul style="list-style-type: none"> <li>▪ Document and lodge takings at bank</li> <li>▪ Receive and document payment/takings</li> <li>▪ Follow up and record outstanding accounts</li> <li>▪ Maintain stock control records</li> </ul>
2	433.50	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> <p style="text-align: center;">Registered Enterprise Agreement Industrial Registrar</p> </div> <p>Demonstrate competence in accordance with NOSFAB standards in:</p> <ul style="list-style-type: none"> <li>• Update and modify existing organisational records</li> <li>• Remove inactive files</li> <li>• Copy data on to standard forms</li> <li>• Respond to incoming telephone calls</li> <li>• Make telephone calls</li> <li>• Draft simple correspondence</li> <li>• Provide information from own function area</li> <li>• Re-direct inquiries and/or take appropriate follow-up action</li> <li>• Greet visitors and attend to their needs</li> <li>• Operate equipment</li> <li>• Identify and/or rectify minor faults in equipment</li> <li>• Edit and save information</li> <li>• Produce document from written text using standard format</li> <li>• Shut down equipment</li> <li>• Organise own work schedule</li> <li>• Know roles and functions of other employees</li> <li>• Participate in identifying tasks of team</li> <li>• Complete own tasks</li> <li>• Assist others to complete tasks</li> <li>• Reconcile invoices for payment to creditors</li> <li>• Prepare statements for debtors</li> </ul>
1	412.60	<p>Demonstrate competence in accordance with NOSFAB standards in:</p> <ul style="list-style-type: none"> <li>▪ Receive and distribute incoming mail</li> <li>▪ Receive and despatch outgoing mail</li> <li>▪ Collate and despatch documents for bulk mailing</li> <li>• Receive and relay oral and written messages</li> <li>• Complete simple forms</li> <li>• Identify key functions and personnel</li> <li>▪ Apply office procedures</li> <li>▪ Operate office equipment appropriate to the tasks to be completed</li> <li>▪ Open computer file, retrieve and copy data</li> <li>▪ Close files</li> <li>• Plan and organise a personal daily work routine</li> <li>• Complete allocated tasks</li> <li>• Record petty cash transactions</li> <li>• Prepare banking documents</li> </ul>

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## ATTACHMENT B

### POSITION DESCRIPTIONS

## JOB DESCRIPTION – UNIT COORDINATOR

**Reports To:** Director of Studies

**Liaison:** Students, Student Council, Parents, Employers

**Position Functions:** Coordinate Work of Unit  
Deliver Power Business College Courses  
Review and Develop Course Materials  
Perform Assessments



### Conditions of Employment

All Unit Managers are required to abide to the following conditions of employment:

- Display professional behavior in accordance with the college's code of ethics
- Contribute to the effective workflow of the college through support of other staff
- Ensure that all equipment to be used is inspected prior to use for compliance with OH&S requirements as detailed in the OH&S policy
- Implement EEO and any other related State or Federal Employment legislation as defined by the college
- Maintain knowledge of current industry practice relating to the specific training discipline and recommend changes to curriculum/delivery requirements to meet current practice
- Maintain knowledge of courses offered within the college, their objectives, content and duration
- Perform quality assurance procedures in accordance with the Power Business College Quality Manual

### Performance Review

All Unit Managers facilitators will be reviewed every six months by the Director of Studies/Principal in accordance with the Position Functions and the performance measures established for the position.

At this review, the evaluation of performance measures will occur and objectives established for both Position Functions and Personal/Professional Development.

The Performance Appraisal System objectives and structures are contained in the Quality Procedure Manual.

## Performance Measures

The following performance measures have been established for the position functions detailed above:

### Coordinate Work



*Coordination of work is performed so that:*

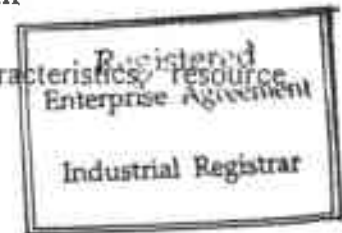
- Teacher/Facilitators are provided with work programs indicating course attendees, timetable and any special requirements
- Work to be performed is coordinated so that timetables for completion are met within the normal resourcing available to the college
- Review of course progress with Teacher/facilitators is conducted weekly and any issues arising from those meetings are resolved or referred to the Director of Studies for resolution if required
- All course materials and curriculum are being presented in accordance with the endorsed trainer guide
- Assessment materials/instruments are maintained to meet the standards required of the college
- All course materials including assessment results/materials are compiled and placed with course curriculum
- Assessment processes are being implemented in accordance with the agreed standards of the college
- Teacher/facilitators and students are being provided with support and opportunities for development
- Quality and ethical standards are being maintained in accordance with college policy

### Prepare and Deliver Power Business College Courses

*Preparation for courses is performed so that:*

- Teacher/Facilitator is competent in all operations to be performed within the course
- Course materials have been reviewed and updated (if required) a minimum of three weeks prior to commencement of the course
- All course materials have been printed, collated ready for distribution to students a minimum of two weeks prior to the commencement of the course

- Organisation of printing and resources required for the course takes into account workload within the college and does not disrupt normal operations of other staff
- Selection of delivery strategy takes into account trainee characteristics, resource availability and effectiveness



*Delivery of training is performed so that*

- Training delivery is based on an active learning approach and relates to the competency to be developed within the course
- Assessment processes and requirements, including method of assessment are detailed to trainees at the beginning of the course (including provision of competency standard / assessment guide)
- Student progress is reviewed weekly (minimum) and feedback provided regarding progress and opportunities for improvement are provided
- Delivery methods are reviewed and modified (if required) to ensure student progress is in accordance with course timetables and standards required
- Course outcomes are reviewed against curriculum and changes recommended (if required) in curriculum or course materials
- Perform Teacher/Facilitator evaluation of course and provide to Unit Coordinator within five working days of completion of the course

Review and Develop Course Materials

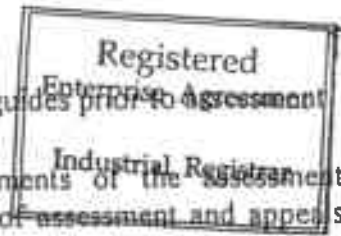
*Review and development of course materials is performed so that:*

- Current curriculum is reviewed and used as the framework for course materials
- Course presentation styles and resources available are analysed prior to the review or development of materials
- Course materials are developed in accordance with active learning principles and to the standard or presentation required
- Course materials are produced in Word 6.0 format and provided to the Unit Coordinator a minimum of three weeks prior to commencement of the course
- Changes made to course materials are completed and authorised in accordance with the Power Business College Quality Manual
- All course materials (including trainer guide) are compiled with curriculum documentation

## Perform Assessments

*Assessment of students is performed so that:*

- Assesseees are provided with competency standards/assessment guides prior to assessment
- Teacher/facilitator details with assesseees the exact requirements of the assessment including duration of assessment, standards required, method of assessment and appeals mechanisms
- Assessment materials are reviewed prior to assessment to ensure compliance with curriculum and competencies to be achieved
- Assessment materials are changed after authorisation and assesseees/other assessors notified of changes to assessment procedures/standards required to meet competence
- Assessments are performed in accordance with Power Business College assessment procedures
- Assessment results are documented and authorised by the assessee and provided to administration within five working days of the assessment being completed
- Changes in process or assessment instruments are detailed and provided to the unit coordinator for approval and authorisation



### **Qualifications Required:**

Workplace Trainer Category 2

Completion of minimum standards of education for the discipline from a recognised institution

Demonstrated competence in the discipline gained from practical experience in the occupation or profession

### **Professional/Experience Requirements:**

Demonstrated competence in supervision of professional staff

## JOB DESCRIPTION – ADMINISTRATION COORDINATOR

**Reports To:** Principal, Director of Studies

**Liaison:** Staff, Students, Student Council, Parents, Employers

**Position Functions:** Coordinate Administrative Unit Work  
Provide Administrative Support



### Conditions of Employment

All staff are required to abide to the following conditions of employment:

- Display professional behavior in accordance with the college's code of ethics
- Contribute to the effective workflow of the college through support of other staff
- Ensure that all equipment to be used is inspected prior to use for compliance with OH&S requirements as detailed in the OH&S policy
- Implement EEO and any other related State or Federal Employment legislation as defined by the college
- Maintain knowledge of current industry practice relating to administration and recommend changes to operations to meet current best practice
- Maintain knowledge of courses offered within the college, their objectives, content and duration
- Perform quality assurance procedures in accordance with the Power Business College Quality Manual

### Performance Review

All staff will be reviewed every six months by the Director of Studies/Principal in accordance with the Position Functions and the performance measures established for the position.

At this review, the evaluation of performance measures will occur and objectives established for both Position Functions and Personal/Professional Development.

The Performance Appraisal System objectives and structures are contained in the Quality Manual.

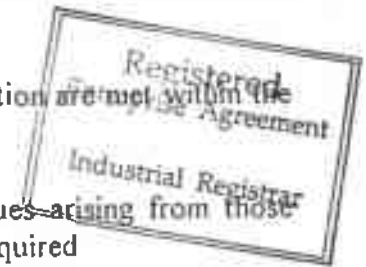
### Performance Measures

The following performance measures have been established for the position functions detailed above:

## Coordinate Administrative Unit Work

*Coordination of Administrative Unit work is performed so that:*

- Administrative staff are provided with work programs indicating priorities, timetable and any special requirements
- Work to be performed is coordinated so that timetables for completion are met within the normal resourcing available to the college
- Review of administrative work is conducted weekly and any issues arising from those meetings are resolved or referred to the Principal for resolution if required
- All administrative processes are being performed in accordance with the endorsed Quality Procedures for the college
- Work produced is assessed for completeness and quality and changes recommended to meet those standards
- Work is filed in accordance with the security, confidentiality record keeping requirements as defined in the Quality Manual
- All administrative materials, equipment and course information including assessment results/materials are compiled and placed with course curriculum in secure locations
- Administrative processes including customer liaison are being implemented in accordance with the agreed standards of the college
- Administrative staff are being provided with support and opportunities for development
- Quality and ethical standards are being maintained in accordance with college policy



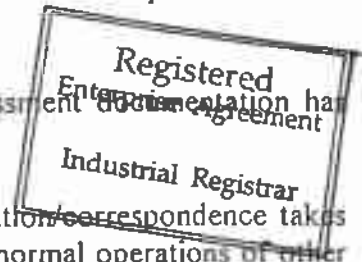
## Provide Administrative Support

*Administrative support is performed such that:*

- Correspondence is produced using standard wordprocessing formats and styles endorsed by the college and meeting the standards of quality and timeframe required
- Specialist documentation is produced using standard word-processing formats and styles endorsed by the college and meeting the standards of quality and timeframe required
- Office equipment is inspected daily and maintenance operations performed to ensure continuity of work
- Ordering of sufficient office equipment consumables allows for continued administrative operations



- Customer liaison promotes the professional image of the college and the services that it provides
- Administrative processes support the staff of the college in the professional performance of college functions
- The issuing of student certification occurs only after all assessment documentation has been completed and is authorised
- Organisation of printing and resources required for documentation/correspondence takes into account workload within the college and does not disrupt normal operations of other staff
- Telephone operations are performed to maintain the customer service focus of the college ensuring minimal disruption to college staff and servicing of appropriate information to clients when required
- Student records are stored securely (computer based and filed) and in an order that allows for ease of access
- Personnel applications are processed promptly and any notifications required are made to the Principal within two working days of receipt of application
- Stationary supplies are sufficient for operational requirements and any discounts/selective pricing arrangements made to ensure "best price/quality"
- Internal correspondence is distributed promptly to staff
- All monies collected are reconciled and banked to ensure accuracy of accounting records and security
- All monies distributed take into account security arrangements and documentation in accordance with policy regarding petty cash use
- Quality assurance documentation is maintained in accordance with the requirements of ISO9000



**Qualifications Required:**

Certificate in Office Studies

**Professional/Experience Requirements:**

Demonstrated competence in supervision of Administrative staff

## JOB DESCRIPTION – TEACHER FACILITATOR

**Reports To:** Unit Coordinator

**Liaison:** Unit Coordinator, Students

**Position Functions:** Deliver Power Business College Courses  
Review and Develop Course Materials  
Perform Assessments



### Conditions of Employment

All Teacher Facilitators are required to abide to the following conditions of employment:

- Display professional behavior in accordance with the college's code of ethics
- Contribute to the effective workflow of the college through support of other staff
- Ensure that all equipment to be used is inspected prior to use for compliance with OH&S requirements as detailed in the OH&S policy
- Implement EEO and any other related State or Federal Employment legislation as defined by the college
- Maintain knowledge of current industry practice relating to the specific training discipline and recommend changes to curriculum/delivery requirements to meet current practice
- Maintain knowledge of courses offered within the college, their objectives, content and duration
- Perform quality assurance procedures in accordance with the Power Business College Quality Manual

### Performance Review

All Teacher/facilitators will be reviewed every six months by the Unit Manager and/or Director of Studies/Principal in accordance with the Position Functions and the performance measures established for the position.

At this review, the evaluation of performance measures will occur and objectives established for both Position Functions and Personal/Professional Development.

The Performance Appraisal System objectives and structures are contained in the Quality Procedure Manual.

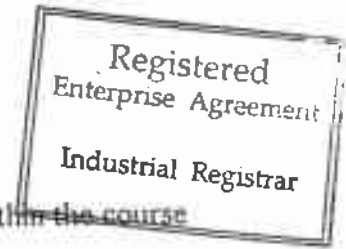
## Performance Measures

The following performance measures have been established for the position functions detailed above:

### Prepare and Deliver Business College Courses

*Preparation for courses is performed so that:*

- Teacher/Facilitator is competent in all operations to be performed within the course
- Course materials have been reviewed and updated (if required) prior to delivery
- All course materials have been printed, collated ready for distribution to students prior to delivery
- Organisation of printing and resources required for the course takes into account workload within the college and does not disrupt normal operations of other staff
- Selection of delivery strategy takes into account student characteristics, resource availability and effectiveness



*Delivery of training is performed so that*

- Training delivery is based on an active learning approach and relates to the competency to be developed within the course
- Assessment processes and requirements, including method of assessment are detailed to students at the beginning of the course (including provision of competency standard / assessment guide)
- Student progress is reviewed weekly (minimum) and feedback provided regarding progress and opportunities for improvement are provided
- Delivery methods are reviewed and modified (if required) to ensure student progress is in accordance with course timetables and standards required
- Course outcomes are reviewed against curriculum and changes recommended (if required) in curriculum or course materials
- Perform Teacher/Facilitator evaluation of course and provide to Unit Manager within five working days of completion of the course or in cases where courses operate continuously, evaluation must be completed every three (3) months

### Review and Develop Course Materials

*Review and development of course materials is performed so that:*

- Current curriculum is reviewed annually and used as the framework for course materials

- Course presentation styles and resources available are checked for currency/operational use prior to delivery
- Course materials are developed in accordance with active learning principles and to the standard or presentation required
- Course materials are produced in the College standard Word Processing format and provided to the Unit Manager a minimum of three weeks prior to commencement of the course
- Changes made to course materials are completed and authorised in accordance with the Power Business College Quality Manual
- All course materials (including trainer guide) are compiled with curriculum documentation



Perform Assessments

*Assessment of students is performed so that:*

- Students are provided with competency standards/assessment guides prior to assessment
- Teacher/facilitator details with students the exact requirements of the assessment including duration of assessment, standards required, method of assessment and appeals mechanisms
- Assessment materials are reviewed prior to assessment to ensure compliance with curriculum and competencies to be achieved
- Assessment materials are changed after authorisation and students/other assessors notified of changes to assessment procedures/standards required to meet competence
- Assessments are performed in accordance with Power Business College assessment procedures
- Assessment results are documented and authorised by the teacher/facilitator and provided to administration within five working days of the assessment being completed
- Changes in process or assessment instruments are detailed and provided to the unit manager for approval and authorisation

**Qualifications Required:**

Workplace Trainer Category 2

Completion of minimum standards of education for the discipline from a recognised institution

Demonstrated competence in the discipline gained from practical experience in the occupation or profession

Registered  
Enterprise Agreement  
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## **ATTACHMENT C**

## **PARENTAL LEAVE**

1

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**APPENDIX 1**

**PARENTAL LEAVE**

**PART 1 - PRELIMINARY**

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**1. Basic Principles**

- (1) Under this Appendix, an employee who gives birth to a child, and that employee's spouse, are entitled to unpaid parental leave totalling 52 weeks to care for the newborn child.
- (2) However, an employee's entitlement to leave under this Appendix is reduced by his or her other parental leave entitlements.
- (3) To obtain parental leave under this Appendix, an employee must satisfy requirements relating to:
  - (a) length of service;
  - (b) notice periods;
  - (c) information and documentation.
- (4) Except for a period of one week at the time of the birth, an employee and his or her spouse must take parental leave at different times.
- (5) An employee may take other leave (for example, annual leave) in conjunction with parental leave, but this will reduce the amount of parental leave he or she may take.
- (6) Parental leave may be varied in certain circumstances. In general, if a variation is foreseeable, an employee must give notice of it, but if a variation is not foreseeable notice is not required (for example, in the case of a premature birth).
- (7) Cancellation of parental leave by the employer is limited to situations where the employee will not become, or ceases to be, the child's primary care giver, or where there has been a mistake in calculating the amount of leave to which the employee is entitled.
- (8) An employee who takes parental leave is, in most circumstances, entitled to return to the position which he or she held before the leave was taken.
- (9) Parental leave does not break an employee's continuity of service.

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## 2. Definitions

In this Appendix:

"employee" includes a part time employee, but not a casual or sessional employee;

"continuous service" means service (otherwise than as a casual or sessional employee) under an unbroken contract of employment, and includes a period of leave, or a period of absence, authorised:

- (a) by the employer; or
- (b) by an award or order of a court or tribunal that has power to fix wages and other terms and conditions of employment, or a workplace agreement certified by such a body; or
- (c) by a contract of employment; or
- (d) by this Appendix or another law of the Commonwealth or of a State or a Territory;

"law" includes an unwritten law;

"long paternity leave" means long paternity leave or any other leave (however described):

- (a) to which an employee is entitled, or that has been applied for by or granted to an employee, in respect of the birth of a child of his spouse, otherwise than under this Appendix (for example, under another law of the Commonwealth or of a State or Territory, or under an award, order or agreement); and
- (b) that is of a kind analogous to long paternity leave, or would be of such a kind but for one or more of the following:
  - (i) it is paid leave;
  - (ii) differences in the rules governing eligibility for it;
  - (iii) differences in the period or periods for which it can be taken;

"maternity leave" means maternity leave or any other leave (however described):

- (a) to which an employee is entitled, or that has been applied for by or granted to an employee, in respect of her pregnancy or the birth of her child, otherwise than under this Appendix (for example, under another law of the Commonwealth or of a State or Territory, or under an award, order or agreement); and

(b) that is of a kind analogous to maternity leave, or would be of such a kind but for one or more of the following:

- (i) it is paid leave;
- (ii) it can begin before the estimated date of birth;
- (iii) differences in the rules governing eligibility for it;
- (iv) differences in the period or periods for which it can be taken;



"medical certificate" means a certificate signed by a registered medical practitioner;

"parental leave" means maternity leave or paternity leave;

"paternity leave" means short paternity leave or long paternity leave;

"short paternity leave" means short paternity leave or any other leave (however described):

- (a) to which an employee is entitled, or that has been applied for by or granted to an employee, in respect of the birth of a child of his spouse, otherwise than under this Appendix (for example, under another law of the Commonwealth or of a State or Territory, or under an award, order or agreement); and
- (b) that is of a kind analogous to short paternity leave, or would be of such a kind but for one or more of the following:
  - (i) it is paid leave;
  - (ii) differences in the rules governing eligibility for it;
  - (iii) differences in the period or periods for which it can be taken;

"long paternity leave" has the meaning given by clause 13;

"maternity leave" has the meaning given by subclause 3(1);

"short paternity leave" has the meaning given by clause 13;

"spouse", in relation to an employee, includes a person of the opposite sex to the employee who lives with the employee in a marriage like relationship, although not legally married to the employee.



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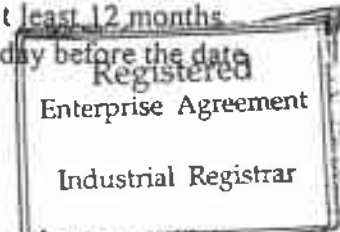
PART 2 - MATERNITY LEAVE

3. Entitlement to maternity leave

- (1) Subject to this Appendix, an employee who becomes pregnant is entitled to a single period of unpaid leave ("Maternity leave") in respect of the birth of the child.
  
  - (2) An employer must grant Maternity leave to an employee in accordance with clause 4 if:
    - (a) at least 10 weeks before the estimated date of birth, she notifies the employer in writing of that date; and
    - (b) she applies in writing for the leave; and
    - (c) the application specifies the first and last days of the period of leave; and
    - (d) the first day of the period of leave is the estimated date of birth or a later day; and
    - (e) she submits the application at least 4 weeks before the first day of the period of leave; and
    - (f) she submits with the application a medical certificate that:
      - (i) states that she is pregnant and specifies the estimated date of birth; or
      - (ii) states that she has given birth to a living child and specifies the date of birth; as the case requires; and
    - (g) she submits with the application a statutory declaration specifying:
      - (i) any period of short paternity leave for which her spouse intends to apply, or has applied, in respect of the birth of the child; and
      - (ii) the first and last days of any period of long paternity leave for which her spouse intends to apply, or has applied, in respect of the birth of the child; and
      - (iii) the first and last days of each period of annual leave, or long service leave, for which her spouse intends to apply, or has applied, instead of, or in conjunction with, such paternity leave;
- and stating

- (iv) that she will be the child's primary care giver throughout the period of maternity leave; and
- (v) that she will not engage in any conduct inconsistent with her contract of employment while on maternity leave; and
- (h) it is reasonable to expect that she will complete, or she had completed, as the case requires, a period of at least 12 months continuous service with the employer on the day before the date notified under paragraph (a).
- (3) Paragraphs (2)(a) and (h) do not apply if:
- (a) because the child was premature, or for some other compelling reason, it was not reasonably practicable for the employee to comply with paragraph (2)(a); and
- (b) if it was reasonably practicable for the employee to give to the employer, before the actual date of birth, written notice of the estimated date of birth she did so as soon as reasonably practicable; and
- (c) otherwise the medical certificate submitted under paragraph (2)(f) also specifies the date that, as at the 70th day before the actual date of birth, was the estimated date of birth; and
- (d) it is reasonable to expect that the employee will complete, or the employee had completed, as the case requires, 12 months continuous service with the employer on the day before the date notified under paragraph (b), or specified under paragraph (c), of this subclause.
- (4) Paragraph (2)(e) does not apply if:
- (a) because the child was premature, or for some other compelling reason, it was not reasonably practicable for the employee to comply with that paragraph; and
- (b) the employee submits the application as soon as reasonably practicable before, on or after the first day of the period of leave; and
- (c) if the child is born before the employee submits the application the first day of the period of leave is the date of the child's birth or a later day.

If paragraph (c) of this subclause applies, paragraph (2)(d) does not apply



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- (5) If, because of paragraph (4)(c), the first day of the period of leave is earlier than the date notified under paragraph (2)(a) or (3)(b) or specified under paragraph (3)(c), a reference in paragraph (2)(h) or (3)(d) or clause 9 to 12 months continuous service is taken to be a reference to a period of continuous service equal to 12 months reduced by the period beginning on the first day of the period of leave and ending on that date.
- (6) If an employee applies under subclause (2) for maternity leave ("the substitute leave") to be taken instead of maternity leave ("the original leave") for which she has already applied under that subclause, then:
- (a) if a document submitted with the application for the original leave complies with paragraph (2)(f) or (g) as applying in relation to the application for the substitute leave, the document is taken to have also been submitted with the latter application; and
  - (b) if the employer grants the substitute leave, the employer:
    - (i) must cancel the original leave if it has already been granted; or
    - (ii) must not grant it if it has not already been granted.

#### 4. What maternity leave must the employer grant

- (1) The period of maternity leave that clause 3 requires an employer to grant to an employee:
- (a) if the child has not yet been born - must begin on the later of:
    - (i) the day specified in the application as the first day of the period of leave; or
    - (ii) the estimated date of birth;and must not extend beyond the first anniversary of the estimated date of birth; and
  - (b) otherwise must begin on the later of:
    - (i) the day specified in the application as the first day of the period of leave; or
    - (ii) the child's date of birth;

and must not extend beyond the child's first birthday; and

- (c) must not overlap with a period of leave (other than short paternity leave) specified in the relevant statutory declaration; and
- (d) subject to the preceding paragraphs, must be a continuous period equal to the shorter of:
  - (i) the period applied for,
  - (ii) the period of entitlement.

<p>Registered Enterprise Agreement  Industrial Registrar</p>
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- (2) The period of entitlement is 52 weeks less the total of:
  - (a) each period of unpaid leave, or paid sick leave, other than maternity leave, that the employer has already granted to the employee in respect of the same pregnancy; and
  - (b) each period of annual leave, or long service leave, that the employee has applied for instead of, or in conjunction with, maternity leave in respect of the pregnancy; and
  - (c) each period of leave specified in the relevant statutory declaration.

Entitlement under clauses 3 and 4 to be reduced by other maternity leave available to employee

- 5. (1) This section applies if, had this Appendix not been enacted:
  - (a) an employee could have applied, in respect of her pregnancy or the birth of her child, for maternity leave to which paragraphs (a) and (b) of the definition of "maternity leave" in Clause 2 applies; and
  - (b) if she had so applied in accordance with the rules governing that maternity leave, she would have a legally enforceable right to a period of such leave;

whether or not she has in fact so applied.

- (2) The period of leave referred to in paragraph (1)(b) is called "the period of alternative leave".
- (3) The period (if any) of maternity leave that clauses 3 and 4 would, but for this clause, require the employer to grant to the employee in respect of the birth of the child is called "the unadjusted period of maternity leave".
- (4) If the period of alternative leave is as long as, or longer than, the unadjusted period of maternity leave, the employer must not grant

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maternity leave to the employee under clauses 3 and 4 in respect of the birth.

- (5) Otherwise, the employer must grant to the employee, instead of the unadjusted period of maternity leave, a period of maternity leave that:
- (a) equals the difference between the unadjusted period of maternity leave and the period of alternative leave; and
  - (b) begins immediately after the period of alternative leave if the employer grants it; and
  - (c) in other respects complies with clause 4.

**Note:** This clause assumes that an employee will make a single application for a composite period of parental leave to which she is entitled, and that the application will be made in accordance with both this Appendix and the rules governing the other kind of parental leave for which the employee is applying

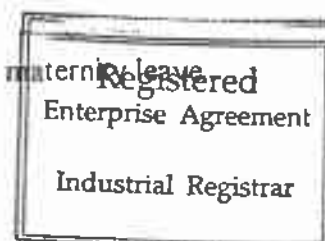
**6. Taking annual leave or long service leave instead of, or in conjunction with, maternity leave**

If an employee ("the mother") applies to take annual leave; or long service leave, instead of, or in conjunction with, maternity leave, the employer must grant the annual leave or long service leave if:

- (a) had this Appendix not been enacted, the employer would have been obliged to grant it (for example, because of some other law of the Commonwealth or of a State or Territory); or
- (b) the total of the following does not exceed 52 weeks:
  - (i) the period of annual leave or long service leave;
  - (ii) each period of annual leave, or long service leave, that the employer has already granted to the mother instead of, or in conjunction with, the maternity leave;
  - (iii) the period of maternity leave;
  - (iv) each period of unpaid leave, or paid sick leave, other than maternity leave, that the employer has already granted to the mother in respect of the same pregnancy;
  - (v) each period of leave specified under paragraph 3(2)(g) in the relevant statutory declaration.

## 7. Extension of maternity leave

- (1) An employee may apply in writing for an extension of maternity leave granted to her.
- (2) The employer must grant the application if:
  - (a) it is given to the employer at least 14 days before the last day of the period of leave; and
  - (b) it specifies the first or last day of the extended period of leave, as the case requires; and
  - (c) unless the matters referred to in subparagraphs 3(2)(g)(i), (ii) and (iii) are still as stated in the relevant statutory declaration the employee submits with the application for the extension a statutory declaration stating the matters referred to in those subparagraphs; and
  - (d) the period of leave, if extended in accordance with the application, would not exceed the period of entitlement under clause 4, calculated as at the time of granting the application for the extension.
- (3) The period of maternity leave may be extended again only by agreement between the employer and the employee.



## 8. Shortening of maternity leave

- (1) An employee may apply in writing to shorten the period of maternity leave granted to her.
- (2) The employer may grant the application if it specifies the last day of the shortened period of leave.

## 9. Effect on maternity leave of failure to complete 12 months continuous service

If maternity leave has been granted on the basis that it is reasonable to expect that the employee will complete a period of at least 12 months continuous service with the employer on a particular day, the employer may cancel the leave if the employee does not complete such a period on that day.

## 10. Effect on maternity leave if pregnancy terminates or child dies

- (1) This clause applies if an employer has granted maternity leave to an employee and:

- 
- (a) the pregnancy terminates otherwise than by the birth of a living child; or
    - (b) the employee gives birth to a living child but the child later dies.
  - (2) The employer may cancel the maternity leave at any time before it begins.
  - (3) If the maternity leave has begun, the employee may notify the employer in writing that she wishes to return to work.
  - (4) If she does so, the employer must notify her in writing of the day on which she is to return to work. That day must be within 4 weeks after the employer received the notice under subclause (3).
  - (5) If the maternity leave has begun, the employer may notify the employee in writing that she must return to work on a specified day that is not less than 4 weeks after the notice is given.
  - (6) If the employee returns to work, the employer must cancel the rest of the maternity leave.

**11. Effect on maternity leave if mother ceases to be the primary care giver**

- (1) This clause applies if:
  - (a) during a substantial period beginning on or after the beginning of an employee's maternity leave, the employee is not the child's primary care giver; and
  - (b) having regard to the length of that period and to any other relevant circumstances, it is reasonable to expect that the employee will not again become the child's primary care giver within a reasonable period.
- (2) The employer may notify the employee in writing that she must return to work on a specified day that is not less than 4 weeks after the notice is given.
- (3) If the employee returns to work, the employer must cancel the rest of the maternity leave.

**12. Return to work after maternity leave**

- (1) This clause applies when an employee returns to work after a period of maternity leave.
- (2) The employer must employ her in the position she held.

- (a) if she was transferred to a safe job because of her pregnancy immediately before the transfer; or
  - (b) if she began working part time because of the pregnancy immediately before she so began; or
  - (c) otherwise immediately before she began maternity leave.
- (3) If that position no longer exists but she is qualified for, and can perform the duties of, other positions in the employer's employment, the employer must employ her in whichever of those positions is nearest in status and remuneration to the position referred to in subclause (2).

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### PART 3 - PATERNITY LEAVE

#### 13. Entitlement to paternity leave

Subject to this Appendix, an employee is entitled, in respect of the birth of a child of his spouse, to each of the following:

- (a) a period of unpaid paternity leave ("short paternity leave") beginning on the child's date of birth and lasting not more than one week;
- (b) a period of unpaid paternity leave ("long paternity leave") in order to be the child's primary care giver.

#### 14. Short paternity leave

- (1) An employer must grant short paternity leave to an employee if:
  - (a) at least 10 weeks before the estimated date of birth, he gives to the employer:
    - (i) a written notice stating his intention to apply for the leave and specifying how long the leave is to last, being a period of not more than one week; and
    - (ii) a medical certificate that names his spouse, states that she is pregnant and specifies the estimated date of birth; and
  - (b) he applies in writing for the leave; and
  - (c) the application specifies the first and last days of the period of leave; and
  - (d) he submits the application as soon as reasonably practicable on or after the first day of the period of leave; and

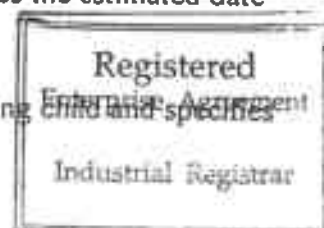


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- (e) the period of leave does not exceed the period specified under paragraph (a); and
  - (f) unless the first day of the period of leave is the same as the date specified under subparagraph (a)(ii):
    - (i) he submits with the application a medical certificate that names his spouse and specifies the actual date of birth; and
    - (ii) the first day of the period of leave is that day; and
  - (g) it is reasonable to expect that he will complete, or he had completed, as the case requires, a period of at least 12 months continuous service with the employer on the day before the date specified under subparagraph (a)(ii).
- (2) Paragraphs (1)(a) and (g) do not apply if:
- (a) because the child was premature, or for some other compelling reason, it was not reasonably practicable for the employee to comply with paragraph (1)(a); and
  - (b) if it was reasonably practicable for the employee to give to the employer, before the actual date of birth, the notice and certificate referred to in that paragraph he did so as soon as reasonably practicable; and
  - (c) otherwise the medical certificate submitted under subparagraph (1)(f)(i) also specifies the date that, as at the 70th day before the actual date of birth, was the estimated date of birth; and
  - (d) it is reasonable to expect that the employee will complete, or the employee had completed, as the case requires, 12 months continuous service with the employer on the day before the estimated date of birth specified in the certificate given under paragraph (b), or specified under paragraph (c), of this subclause.

#### 15. Long paternity leave

- (1) An employer must grant long paternity leave to an employee if:
  - (a) he applies in writing for the leave; and
  - (b) the application specifies the first and last days of the period of leave; and

- (c) he submits the application at least 10 weeks before the first day of the period of leave; and
- (d) he submits with the application a medical certificate that names his spouse and:
- (i) states that she is pregnant and specifies the estimated date of birth; or
  - (ii) states that she has given birth to a living child and specifies the date of birth; as the case requires; and
- (e) he submits with the application a statutory declaration specifying the first and last days of:
- (i) each period of unpaid leave, or paid sick leave, other than maternity leave, for which the spouse intends to apply, or has applied, in respect of the pregnancy; and
  - (ii) any period of maternity leave for which the spouse intends to apply, or has applied, in respect of the birth of the child; and
  - (iii) each period of annual leave, or long service leave, for which the spouse intends to apply, or has applied, instead of, or in conjunction with, maternity leave;
- and stating:
- (iv) that he will be the child's primary care giver throughout the period of paternity leave; and
  - (v) that he will not engage in any conduct inconsistent with his contract of employment while on paternity leave; and
- (f) it is reasonable to expect that he will complete, or he had completed, as the case requires, a period of at least 12 months continuous service with the employer on the day before the first day of the period of leave.



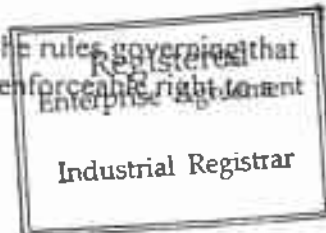
(2) Paragraph (1)(c) does not apply if:

- (a) because the child was premature, or for some other compelling reason, it was not reasonably practicable for the employee to submit the application at least 10 weeks before the first day of the period of leave; and

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- (b) the employee submits the application as soon as reasonably practicable before, on or after that day.
- (3) The period of long paternity leave:
- (a) if the child has not yet been born must begin on the later of:
- (i) the day specified in the application as the first day of the period of leave; or
- (ii) the estimated date of birth;
- and must not extend beyond the first anniversary of the estimated date of birth; and
- (b) otherwise must begin on the later of:
- (i) the day specified in the application as the first day of the period of leave; or
- (ii) the child's date of birth;
- and must not extend beyond the child's first birthday; and
- (c) must not overlap with a period of leave specified in the relevant statutory declaration; and
- (d) subject to the preceding paragraphs, must be a continuous period equal to the shorter of:
- (i) the period applied for;
- (ii) the period of entitlement.
- (4) The period of entitlement is 52 weeks less the total of:
- (a) if the employee has given the employer notice of his intention to apply for a period of short paternity leave in respect of the birth of the child that period; and
- (b) each period of annual leave, or long service leave, that the employee has applied to take instead of, or in conjunction with, long paternity leave in respect of the birth of the child; and
- (c) each period of leave specified in the relevant statutory declaration.

Entitlement under clause 14 or 15 to be reduced by other paternity leave available to employee

16. (1) This clause applies if, had this Appendix not been enacted:
- (a) an employee could have applied, in respect of the birth of a child of his spouse, for short paternity leave or long paternity leave to which paragraphs (a) and (b) of the definition of "short paternity leave" or "long paternity leave", as the case may be, in clause 2 apply; and
  - (b) if he had so applied in accordance with the rules governing that paternity leave, he would have a legally enforceable right to a period of such leave;
- whether or not he has in fact so applied.
- (2) The period of leave referred to in paragraph (1)(b) is called "the period of alternative leave".
- (3) The period of short paternity leave or long paternity leave, as the case may be, that clause 14 or 15 would, but for this clause, require the employer to grant to the employee in respect of the birth of the child is called the "unadjusted period of paternity leave".
- (4) If the period of alternative leave is as long as, or longer than, the unadjusted period of paternity leave, the employer must not grant leave under clause 14 or 15, as the case may be, in respect of the birth.
- (5) Otherwise, the employer must grant to the employee, instead of the unadjusted period of paternity leave, a period of short paternity leave, or long paternity leave, as the case may be, that:
- (a) equals the difference between the unadjusted period of paternity leave and the period of alternative leave; and
  - (b) begins immediately after the period of alternative leave if the employer grants it; and
  - (c) in other respects complies with clause 14 or 15, as the case may be.



**Note:** This clause assumes that an employee will make a single application for a composite period of parental leave to which he is entitled, and that the application will be made in accordance with both this Appendix and the rules governing the other kind of parental leave for which the employee is applying.

**17. Taking annual leave or long service leave instead of, or in conjunction with, paternity leave**

If an employee applies to take annual leave, or long service leave, instead of, or in conjunction with, short paternity leave or long paternity leave in respect of

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the birth of a child of the employee's spouse, the employer must grant the annual leave or long service leave if:

- (a) had this Appendix not been enacted, the employer would have been obliged to grant it (for example, because of some other law of the Commonwealth or of a State or a Territory); or
- (b) the total of the following does not exceed 52 weeks:
  - (i) the period of annual leave or long service leave;
  - (ii) each period of annual leave, or long service leave, that the employer has already granted to the employee instead of, or in conjunction with, the paternity leave;
  - (iii) each period of paternity leave that the employer has already granted to the employee in respect of the birth;
  - (iv) each period of leave specified under paragraph 15(1)(e) in the relevant statutory declaration.

#### 18. Extension of long paternity leave

- (1) An employee may apply in writing for an extension of long paternity leave granted to him.
- (2) The employer must grant the application if:
  - (a) it is given to the employer at least 14 days before the last day of the period of leave; and
  - (b) it specifies the last day of the extended period of leave; and
  - (c) unless the matters referred to in subparagraphs 15(1)(e)(i), (ii) and (iii) are still as stated in the statutory declaration submitted with the application for the leave the employee submits with the application for the extension a statutory declaration stating the matters referred to in those subparagraphs; and
  - (d) the period of leave, if extended in accordance with the application, would not exceed the period of entitlement under subclause 15(4), calculated as at the time of granting the application for the extension.
- (3) The period of paternity leave may be extended again only by agreement between the employer and the employee.

**19. Shortening of paternity leave**

- (1) An employee may apply in writing to shorten the period of paternity leave granted to him.
- (2) The employer may grant the application if it specifies the last day of the shortened period of leave.

**20. Effect on long paternity leave of failure to complete 12 months continuous service**

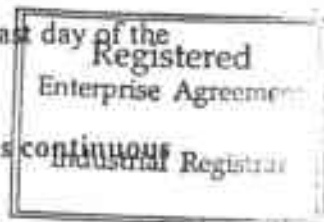
If long paternity leave has been granted on the basis that it is reasonable to expect that the employee will complete a period of at least 12 months continuous service with the employer on a particular day, the employer may cancel the leave if the employee does not complete such a period on that day.

**21. Effect on long paternity leave if pregnancy terminates or child dies**

- (1) This clause applies if an employer has granted long paternity leave to an employee and:
  - (a) the employee's spouse's pregnancy terminates otherwise than by the birth of a living child; or
  - (b) the employee's spouse gives birth to a living child but the child later dies.
- (2) The employer may cancel the leave at any time before it begins.
- (3) If the leave has begun, the employee may notify the employer in writing that he wishes to return to work.
- (4) If he does so, the employer must notify him in writing of the day on which he is to return to work. That day must be within 4 weeks after the employer received the notice under subclause (3).
- (5) If the leave has begun, the employer may notify the employee in writing that he must return to work on a specified day that is not less than 4 weeks after the notice is given.
- (6) If the employee returns to work, the employer must cancel the rest of the leave.

**22. Effect on paternity leave of ceasing to be the primary care giver**

- (1) This clause applies if:



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- (a) during a substantial period beginning on or after the beginning of an employee's long paternity leave, the employee is not the child's primary care giver; and
  - (b) having regard to the length of that period and to any other relevant circumstances, it is reasonable to expect that the employee will not again become the child's primary care giver within a reasonable period.
- (2) The employer may notify the employee in writing that he must return to work on a specified day that is not less than 4 weeks after the notice is given.
  - (3) If the employee returns to work, the employer must cancel the rest of the leave.

**23. Return to work after paternity leave**

- (1) This clause applies when an employee returns to work after a period of long paternity leave.
- (2) The employer must employ him in the position he held immediately before that period.
- (3) If that position no longer exists but he is qualified for, and can perform the duties of, other positions in the employer's employment, the employer must employ him in whichever of those positions is nearest in status and remuneration to the position referred to in subclause (2).

**PART 4 - GENERAL**

**24. Employee's duty if excessive leave granted or if maternity leave and paternity leave overlap**

- (1) This clause applies if the total of the following exceeds 52 weeks:
  - (a) any period of maternity leave granted by an employer to an employee ("the mother") in respect of a pregnancy;
  - (b) each period of annual leave or long service leave granted by the employer to the mother instead of, or in conjunction with, such maternity leave;
  - (c) each period of unpaid leave, or paid sick leave, other than maternity leave, granted by the employer to the mother in respect of the same pregnancy;

- (d) each period of paternity leave granted by an employer to the mother's spouse in respect of the birth of the child;
- (e) each period of annual leave or long service leave granted, by the employer referred to in paragraph (e), to the mother's spouse instead of, or in conjunction with, such paternity leave.
- (2) This clause also applies if a period of leave of a kind referred to in paragraph (1)(a), (b) or (c) overlaps with a period of leave of a kind referred to in paragraph (1)(d) or (e).
- (3) The mother must give to her employer a written notice that:
- (a) if subclause (1) applies states that the total exceeds 52 weeks and specifies the amount of the excess; and
- (b) if subclause (2) applies specifies the period of overlap; and
- (c) sets out how she suggests the employer vary or cancel leave granted to her (except in so far as she has already taken it) so as to reduce or remove the excess or overlap; and
- (d) unless the variations and cancellations suggested under paragraph (c) will remove the excess or overlap sets out the suggestions her spouse has made or will make under paragraph (4)(c).
- (4) The mother's spouse must give to his employer a written notice that:
- (a) if subclause (1) applies states that the total exceeds 52 weeks and specifies the amount of the excess; and
- (b) if subclause (2) applies specifies the period of overlap; and
- (c) sets out how he suggests the employer vary or cancel leave granted to him (except in so far as he has already taken the leave) so as to remove the excess or overlap; and
- (d) unless the variations or cancellations suggested under paragraph (c) will remove the excess or overlap specifies the suggestions that the mother has made or will make under paragraph (3)(c).
- (5) The variations and cancellations suggested under this clause must be such that, if they are all made, the excess or overlap will be removed.
- (6) An employer who receives a notice under subclause (3) or (4) may vary or cancel periods of leave as suggested in the notice, or as agreed with the mother or her spouse, as the case may be.



Employer to warn replacement employee that employment is only temporary



25. An employer must not employ a person:
- (a) to replace an employee while he or she is on parental leave; or
  - (b) to replace an employee who, while another employee is on parental leave, is to perform the duties of the position held by the other employee; unless the employer has informed the person:
  - (c) that his or her employment is only temporary; and
  - (d) about the rights of the employee who is on parental leave.

26. **Parental leave and continuity of service**

A period of parental leave does not break an employee's continuity of service, but does not otherwise count as service except:

- (a) for the purpose of determining the employee's entitlement to a later period of parental leave; or
- (b) as expressly provided in a law of the Commonwealth or of a State or Territory, or in an award, order, agreement or instrument; or
- (c) as prescribed by the Clauses.

## PART 5 - ADOPTION LEAVE

27. **Purpose of Part**

This Part makes provision for the purposes of section provision of unpaid adoption leave to eligible employees.

28. **Basic Principles**

- 28.1 Under this Part, if a child under the age of 5 years is placed with an employee for adoption, the employee and the employees spouse are entitled between them to unpaid adoption leave totalling 52 weeks to care for the child.
- 28.2 However, an employees entitlement to leave under this Part is reduced by the employees other adoption leave entitlements (for example, under an award or under a State law).
- 28.3 To obtain adoption leave under this Part, an employee must satisfy requirements relating to the following matters:

- (a) length of service;
- (b) notice periods;
- (c) information and documentation.



- 28.4 Except for a period of 3 weeks at the time of the placement of the child, an employee and the employees spouse must take adoption leave at different times.
- 28.5 An employee may take other leave (for example, annual leave) in conjunction with adoption leave, but this will reduce the amount of adoption leave that the employee may take.
- 28.6 Adoption leave may be varied or cancelled in certain circumstances. For example, leave may be cancelled if the employee will not become, or ceases to be, the child's primary care-giver or if there has been a mistake in calculating the amount of leave to which the employee is entitled.
- 28.7 An employee who takes adoption leave is, in most circumstances, entitled to return to the position which the employee held before the leave was taken.
- 28.8 Adoption leave does not break an employees continuity of service.
- 28.9 This Part establishes minimum entitlements to adoption leave and so is intended to supplement, and not to override, entitlements under other Commonwealth, State and Territory legislation and awards.

## 29. Definitions

In this Part;

"adoption" means adoption under a law of the Commonwealth, a State or a Territory;

"adoption agency" means:

- (a) an agency, body or office; or
- (b) a court;

that is authorised by a law of the Commonwealth, a State or a Territory to perform functions in relation to adoption;

"adoption leave" means short adoption leave or long adoption leave;

"continuous service" means service (otherwise than as a casual or seasonal employee) under an unbroken contract of employment, and includes a period of leave, or a period of absence, authorised;

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- (a) by the employer; or
  - (b) by an award or order of a court or tribunal that has power to fix wages and other terms and conditions of employment, or an agreement certified by such a body; or
  - (c) by a contract of employment; or
  - (d) by this Part or another law of the Commonwealth or of a State or a Territory;

"adoption leave" means short adoption leave or long adoption leave;

"long adoption leave" has the meaning given by paragraph 30.1 (b);

"short adoption leave" has the meaning given by paragraph 30.1 (a);

"employee" includes a part-time employee, but not a casual or seasonal employee;

"law" includes an unwritten law;

"long adoption leave" means long adoption leave or any other leave (however described) that:

- (a) is leave to which an employee is entitled, or that has been applied for by or granted to an employee, in respect of the adoption of a child, otherwise than under this Part (for example, under another law of the Commonwealth or of a State or Territory, or under an award, order or agreement); and
- (b) is of a kind analogous to long adoption leave, or would be of such a kind but for one or more of the following:
  - (i) it is paid leave;
  - (ii) differences in the rules governing eligibility for it;
  - (iii) differences in the period or periods for which it can be taken;

"placement" means the placement, by an adoption agency, of a child with an employee for adoption;

"relevant statutory declaration", in relation to an employee, has the meaning given by paragraph 10.1 (b);

"short adoption leave" means Part 5 short adoption leave or any other leave (however described) that:

- (a) is leave to which an employee is entitled, or that has been applied for by or granted to an employee, in respect of the adoption of a child, otherwise than under this Part (for example, under another law of the Commonwealth or of a State or Territory, or under an award, order or agreement); and
- (b) is of a kind analogous to Part 5 short adoption leave, or would be of such a kind but for one or more of the following:
- (i) it is paid leave;
  - (ii) differences in the rules governing eligibility for it;
  - (iii) difference in the period or periods for which it can be taken;



"spouse", in relation to an employee, includes a person of the opposite sex to the employee who lives with the employee in a marriage-like relationship, although not legally married to the employee.

### 30. Entitlement to adoption leave

- 30.1 Subject to this Part, an employee is entitled, in respect of the placement of a child with the employee for adoption, to each of the following:
- (a) an unbroken period of up to 3 weeks of unpaid leave ("short adoption leave") to enable the employee, or the employee and the employees spouse, to care for the child;
  - (b) an unbroken period of up to 52 weeks of unpaid leave ("long adoption leave") in order to be the child's primary care-giver.
- 30.2 An employer must grant the leave referred to in paragraphs 30.1 (a) and (b) if each of the following paragraphs apply:
- (a) the child is to be, or has been, placed with the employee for adoption;
  - (b) as a result of the placement, the employee is to provide, or provides, care for the child;
  - (c) the child will be, at the proposed date of the placement, or was at the date of the placement, as the case requires, under the age of 5 years;
  - (d) the child is not a child or step-child of the employee or the employees spouse;
  - (e) the child will not have, at the proposed date of the placement, or had not, at the date of the placement, as the case requires,

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previously lived with the employee for a continuous period of 6 months or more;

- (f) it is reasonable to expect that the employee will complete, or the employee had completed, as the case requires, a period of at least 12 months continuous service with the employer on the day before the date of commencement of the leave;
- (g) the proposed leave complies with Clause 32;
- (h) the employee complies with Clauses 34, 35 and 36.

### 31. Maximum period of long adoption leave

The maximum period of long adoption leave is 52 weeks less the total of:

- (a) if the employee has notified the employer of his or her intention to apply for a period of short adoption leave in respect of the placement that period;
- (b) each period of annual leave, or long service leave, that the employee has applied to take instead of, or in conjunction with, long adoption leave in respect of the placement;
- (c) each period of leave specified under paragraph 36.3 (c) in the relevant statutory declaration.

### 32. Limitations on the taking of adoption leave

32.1 A period of short adoption leave must begin on the day of the placement.

32.2 A period of long adoption leave must begin on the later of:

- (a) the day specified in the employees application for leave as the first day of the period of leave; or
- (b) the date of placement of the child;

and must not extend beyond the first anniversary of the date of placement of the child.

32.3 A period of long adoption leave must not overlap with a period of leave specified under paragraph 36.3 (c) in the relevant statutory declaration.

32.4 Subject to subclauses 32.1, 32.2 and 32.3, a period of short adoption leave or long adoption leave must be a continuous period equal to the shorter of:

- (a) the period applied for; or
- (b) the period of entitlement.

**33. Entitlement affected by other adoption leave available to employee**

33.1 This Clause applies if, had this Part not been enacted:

- (a) an employee could have applied, in respect of the placement of a child, for short adoption leave or long adoption leave to which paragraphs (a) and (b) of the definition of short adoption leave or long adoption leave, as the case may be, in Clause 3 apply; and
- (b) if the employee had so applied in accordance with the rules governing that adoption leave, the employee would have a legally enforceable right to a period of such leave;

whether or not the employee has in fact so applied.

33.2 The period of leave referred to in paragraph 33.1 (b) is called "the period of alternative leave".

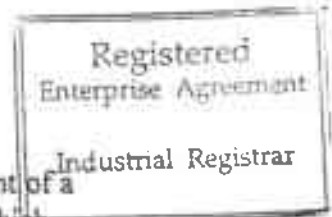
33.3 The period of short adoption leave or long adoption leave, as the case may be, that the employer would, but for this Clause, be required to grant to the employee in respect of the placement of the child is called the "unadjusted period of adoption leave".

33.4 If the period of alternative leave is as long as, or longer than, the unadjusted period of adoption leave, the employer must not grant short adoption leave or long adoption leave, as the case may be, in respect of the placement.

33.5 Otherwise, the employer must grant to the employee, instead of the unadjusted period of adoption leave, a period of short adoption leave, or long adoption leave, as the case may be, that:

- (a) equals the difference between the unadjusted period of adoption leave and the period of alternative leave; and
- (b) begins immediately after the period of alternative leave if the employer grants it; and
- (c) in other respects complies with the employees entitlements under this Part.

**Note:** This Clause assumes that an employee will make a single application for a composite period of adoption leave to which the employee is entitled, and that the application will be made in accordance with both this Part and the rules governing the other kind of adoption leave for which the employee is applying.



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**34. Employee to give notice of adoption leave**

34.1 An employee who:

- (a) is given notice of the approval of the placement of a child with the employee; and
- (b) intends to apply for Part 5 adoption leave in respect of the placement;

must give notice to the employer in accordance with this Clause.

34.2 As soon as practicable after receiving notice of the approval, the employee must give notice in writing to the employer of his or her intention to apply for adoption leave.

34.3 Within 2 months after giving notice under subclause 34.2, the employee must give notice in writing to the employer of the period or periods of adoption leave that the employee proposes to take.

34.4 As soon as practicable after the employee is given notice of the proposed date of placement, the employee must give notice in writing to the employer of that date.

**35. Application for adoption leave**

35.1 An employee must apply in writing for adoption leave.

35.2 The application must specify the first and last days of the proposed period or periods of leave.

35.3 The employee must submit the application to the employer:

- (a) in the case of short adoption leave at least 14 days before the proposed date of the placement of the child; or
- (b) in the case of long adoption leave at least 10 weeks before the first day of the period of leave.

35.4 Paragraph 35.3 (a) does not apply if:

- (a) due to the date of placement of the child required by the adoption agency the employee cannot comply with the paragraph; and
- (b) the employee submits the application as soon as practicable within the period of 14 days before the proposed date of the placement.

35.5 Paragraph 35.3 (b) does not apply if:

- (a) due to the date of placement of the child required by the adoption agency the employee cannot comply with the paragraph; and
- (b) the employee submits the application as soon as practicable within the period of 10 weeks before the first day of the period of leave.

**36. Documents to be given to employer before employee takes leave**

36.1 Before beginning a period of adoption leave, the employee must give to the employer:

- (a) a statement from the adoption agency of the proposed date of placement of the child; and
- (b) a statutory declaration ("the relevant statutory declaration") in accordance with subclause 36.3.

36.2 If the employee has applied for more than one period of adoption leave in respect of a placement, the reference in subclause 36.1 to a period is to be taken as a reference to the first of those periods.

36.3 A statutory declaration under paragraph 36.1 (b) must:

- (a) state that the employee proposes to take one or both of the following (as the case requires):
  - (i) short adoption leave to enable the employee, or the employee and the employees spouse, to care for the child;
  - (ii) long adoption leave in order to be the child's primary caregiver;
- (b) state that the child:
  - (i) will be at the proposed date of the placement, or was, at the date of the placement, as the case requires, under the age of 5 years; and
  - (ii) is not a child or step-child of the employee or the employees spouse; and
  - (iii) will not have, at the proposed date of the placement, or had not, at the date of the placement, as the case requires, previously lived with the employee for a continuous period of 6 months or more;

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- (c) specify:
- (i) the first and last days of any period of short adoption leave for which the employees spouse intends to apply, or has applied, in respect of the placement of the child; and
  - (ii) the first and last days of any period of long adoption leave for which the employees spouse intends to apply, or has applied, in respect of the placement of the child; and
  - (iii) the first and last days of each period of annual leave, or long service leave, for which the employees spouse intends to apply, or has applied, instead of, or in conjunction with, that adoption leave; and
- (d) state that the employee:
- (i) will be the child's primary care-giver throughout the period (if any) of long adoption leave referred to in paragraph 36.3 (a); and
  - (ii) will not engage in any conduct inconsistent with the employees contract of employment while on adoption leave.

**37. Taking annual leave or long service leave instead of, or in conjunction with, adoption leave**

If an employee applies to take annual leave, or long service leave, instead of, or in conjunction with, short adoption leave or long adoption leave in respect of the placement of a child, the employer must grant the annual leave or long service leave if:

- (a) had this Part not been enacted, the employer would have been obliged to grant it (for example, under some other law of the Commonwealth or of a State or a Territory); or
- (b) the total of the following does not exceed 52 weeks:
  - (i) the period of annual leave or long service leave,
  - (ii) each period of annual leave, or long service leave, that the employer has already granted to the employee instead of, or in conjunction with, the adoption leave;
  - (iii) each period of adoption leave that the employer has already granted to the employee in respect of the placement,

- (iv) each period of leave specified under paragraph 36.3 (c) in the relevant statutory declaration.

**38. Extension of adoption leave**

38.1 An employee may apply in writing for an extension of long adoption leave granted to the employee.

38.2 The employer must grant the application if:

- (a) it is given to the employer at least 14 days before the last day of the period of leave; and
- (b) it specifies the first or last day of the extended period of leave, as the case requires; and
- (c) unless the matters referred to in subparagraphs 36.3 (c) (i), (ii) and (iii) are still as stated in the relevant statutory declaration the employee submits with the application for the extension a statutory declaration stating the matters referred to in those subparagraphs; and
- (d) the period of leave, if extended in accordance with the application, would not exceed the maximum period under Clause 5, calculated as at the time of granting the application for the extension.

38.3 The period of adoption leave may be extended again only by agreement between the employer and the employee.

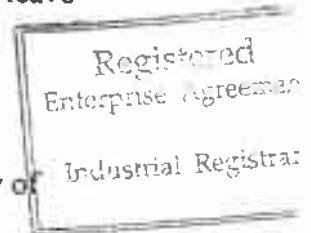
**39. Shortening of adoption leave**

39.1 An employee may apply in writing to shorten a period of adoption leave granted to the employee.

39.2 The employer may grant the application if it specifies the last day of the shortened period of leave.

**40. Effect on adoption leave of failure to complete 12 months continuous service**

If adoption leave has been granted on the basis that it is reasonable to expect that the employee will complete a period of at least 12 months continuous service with the employer on a particular day, the employer may cancel the leave if the employee does not complete such a period on that day.



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**41. Effect on adoption leave if child is 5 years of age or more**

If adoption leave has been granted to an employee on the basis that the child will be under the age of 5 years on the day of the placement, the employer may cancel the leave if the child is not under the age of 5 years on that day.

**42. Effect on adoption leave if child has lived continuously with employee**

If adoption leave has been granted to an employee on the basis that the child will not at the day of the placement have previously lived with the employee for a continuous period of 6 months or more, the employer may cancel the leave if the child had at that day previously lived with the employee for a continuous period of 6 months or more.

**43. Effect on adoption leave if child is the child of the employee or employees spouse**

If adoption leave has been granted to an employee on the basis that the child is not a child or step-child of the employee or the employees spouse, the employer may cancel the leave if the child is a child or step-child of the employee or the employees spouse.

**44. Effect on adoption leave if placement does not proceed**

44.1 This Clause applies if an employer has granted adoption leave to an employee and the placement of the child:

- (a) does not take place; or
- (b) takes place but does not continue.

44.2 The employer may cancel the adoption leave at any time before it begins.

44.3 If the adoption leave has begun, the employee may notify the employer in writing that the employee wishes to return to work.

44.4 On receipt of a notice under subclause 44.3, the employer must notify the employee in writing of the day on which the employee is to return to work, being a day within 4 weeks after the employer received the notice.

44.5 If the adoption leave has begun, the employer may notify the employee in writing that the employee must return to work on a specified day that is not less than 4 weeks after the notice is given.

44.6 If the employee returns to work, the employer must cancel the rest of the adoption leave.

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**45. Effect on adoption leave if employee ceases to be the primary care-giver**

**45.1 This Clause applies if:**

- (a) during a substantial period beginning on or after the beginning of an employees long adoption leave, the employee is not the child's primary care-giver; and
- (b) having regard to the length of that period and to any other relevant circumstances, it is reasonable to expect that the employee will not again become the child's primary care-giver within a reasonable period.

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**45.2** The employer may notify the employee in writing that the employee must return to work on a specified day that is not less than 4 weeks after the notice is given.

**45.3** If the employee returns to work, the employer must cancel the rest of the adoption leave.

**46. Return to work after adoption leave**

**46.1** This Clause applies when an employee returns to work after a period of adoption leave.

**46.2** The employer must employ the employee in the position that the employee held immediately before that period.

**46.3** If that position no longer exists but the employee is qualified for, and can perform the duties of, other positions in the employers employment, the employer must employ the employee in whichever of those positions is nearest in status and remuneration to the position referred to in subclause 46.2.

**47. Employees duty if excessive leave granted or if periods of long adoption leave overlap**

**47.1** This Clause applies if the total of the following exceeds 52 weeks:

- (a) each period of adoption leave granted to the employee in respect of the placement of a child;
- (b) each period of annual leave or long service leave granted by the employer to the employee instead of, or in conjunction with, such adoption leave;
- (c) each period of adoption leave granted to the employees spouse in respect of the placement of the child;

- (d) each period of annual leave or long service leave, granted by the employer referred to in paragraph (c), to the employees spouse instead of, or in conjunction with, such adoption leave.

47.2 This Clause also applies if a period of leave of a kind referred to in paragraph 47.1 (a) (other than short adoption leave) or paragraph 47.1 (b) overlaps with a period of leave of a kind referred to in paragraph 47.1 (c) (other than short adoption leave) or paragraph 47.1 (d).

47.3 The employee must give to the employer notice in writing that:

- (a) if subclause 47.1 applies states that the total exceeds 52 weeks and specifies the amount of the excess; and
- (b) if subclause 47.2 applies specifies the period of the overlap; and
- (c) sets out how the employee suggests that the employer vary or cancel leave granted to the employee (except in so far as the employee has already taken the leave) so as to reduce or remove the excess or overlap; and
- (d) unless the variations and cancellations suggested under paragraph (c) will remove the excess or overlap sets out the suggestions that the employees spouse has made or proposes to make under this paragraph.

47.4 The variations and cancellations suggested under this Clause must be such that, if they are all made, the excess or overlap will be removed.

47.5 An employer who receives a notice under subclause 47.3 may vary or cancel periods of leave as suggested in the notice, or as agreed with employee or the employees spouse, as the case may be.

**48. Employer to warn replacement employee that employment is only temporary**

An employer must not employ a person:

- (a) to replace an employee while the employee is on adoption leave; or
- (b) to replace an employee who, while another employee is on adoption leave, is to perform the duties of the position held by the other employee;

unless the employer has informed the person:

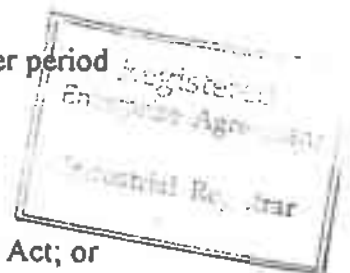
- (c) that the persons employment is only temporary; and

- (d) about the rights of the employee who is on adoption leave.

**49. Adoption leave and continuity of service**

A period of adoption leave does not break an employees continuity of service, but does not otherwise count as service except:

- (a) for the purpose of determining the employees entitlement to a later period of:
- (i) adoption leave; or
  - (ii) other parental leave within the meaning of clause 2 of the Act; or
- (b) as expressly provided in a law of the Commonwealth or of a State or Territory, or in an award, order, agreement or instrument.

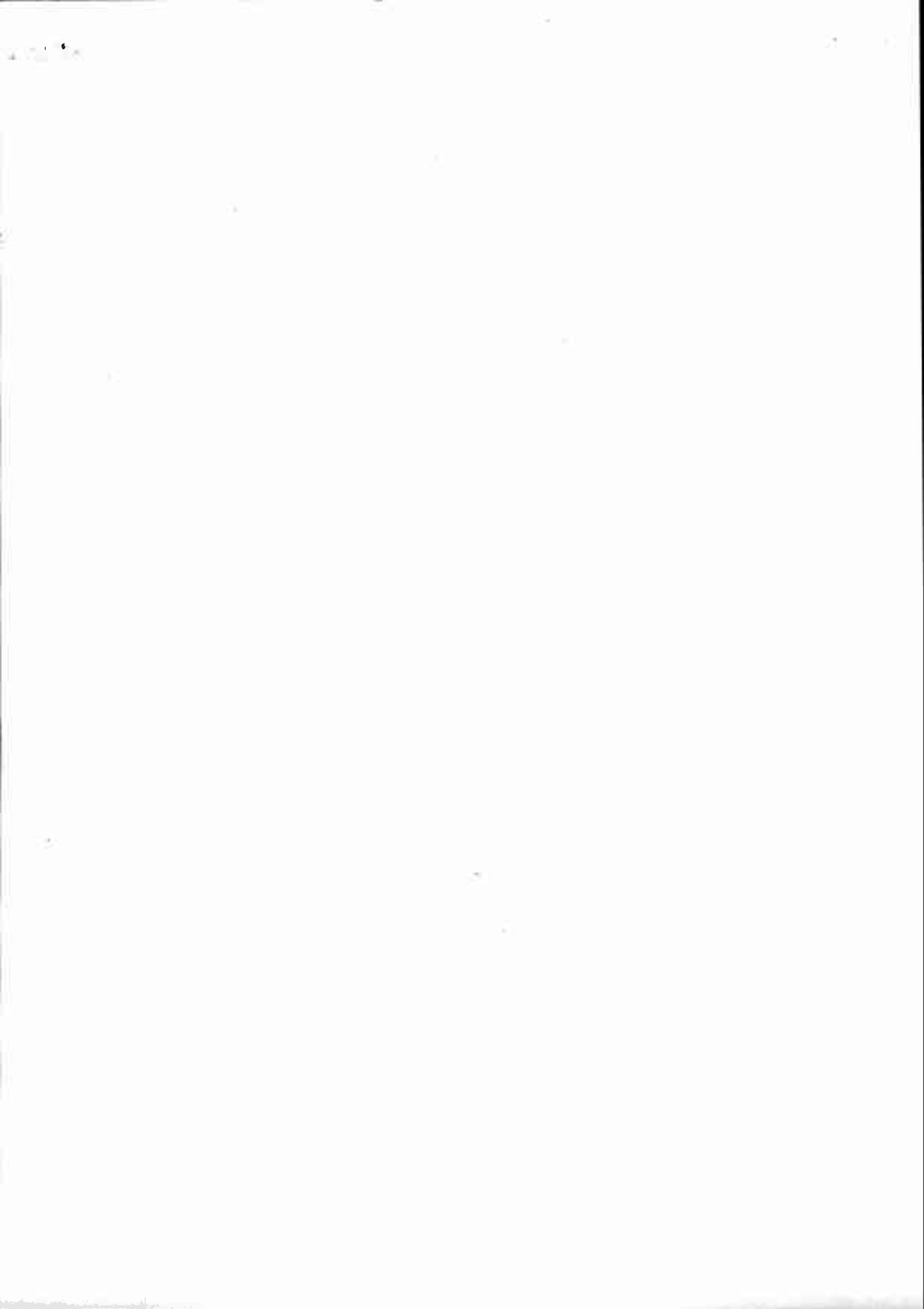


**50. Effect of Part on other laws**

To avoid doubt, this Part has effect despite:

- (a) a law of a State or Territory; or
- (b) an award, order, agreement or instrument;

but is not intended to exclude or limit the operation of such a law, or of an award, order, agreement or instrument, in so far as that law, award, order, agreement or instrument can operate concurrently with this Part.



# POWER BUSINESS COLLEGE

## SIGNATORY PAGE

19 October 1998

BRYANT, Karen Marcia  
706 Pacific Highway  
BELMONT SOUTH NSW 2280

Karen M Bryant

COULTON, Kyall John  
1a Grafton Street  
ABERMAIN NSW 2326

Kyall John Coulton



FELTIS, Allan Joseph  
47 Lurnea Crescent  
VALENTINE NSW 2280

Allan Joseph Feltis

GLEN-FELTIS, Barbara Phyllis  
47 Lurnea Crescent  
VALENTINE NSW 2280

Barbara Phyllis Glen-Feltis

KING, Jane Louise  
55 Power Street  
ISLINGTON NSW 2300

Jane Louise King

MANTON, Petrice Anne  
28 Silsoe Street  
MAYFIELD NSW 2304

P. Manton

POTTER, Dianne  
27 Matfen Close  
MARYLAND NSW 2287

Jentaw Pty Ltd  
Trading as Power Business College  
462 Hunter Street  
NEWCASTLE

Barbara Glen-Feltis Barbara Glen-Feltis

Paula Grey Witness



