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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LJ - Agreement with organisations of employees (Division 2)

**University of Queensland**

**and**

**National Tertiary Education Industry Union**  
(AG2005/4813)

**INSTITUTE OF CONTINUING AND TESOL EDUCATION (ICTE) ENTERPRISE  
AGREEMENT (TESOL LANGUAGE TEACHERS) 2005**

Educational services

COMMISSIONER RICHARDS

BRISBANE, 5 JULY 2005

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 5 July 2005 and shall remain in force until 4 July 2008.

BY THE COMMISSION:



COMMISSIONER RICHARDS

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# **THE INSTITUTE OF CONTINUING AND TESOL EDUCATION (ICTE) ENTERPRISE AGREEMENT (TESOL LANGUAGE TEACHERS) 2005**

## **1. TITLE**

This agreement shall be referred to as the Institute of Continuing and TESOL Education (ICTE) Enterprise Agreement (TESOL Language Teachers) 2005.

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**3. DEFINITIONS**

- 3.1 Language Teacher shall mean a qualified staff member engaged to conduct, teach, prepare and assess language classes and to perform any or all of the following teaching related duties as may be required: consulting with students outside class times; participating in the development of teaching materials; conducting computer laboratory and/or language laboratory classes; marking and assessing assignments and examinations; and participating in student activities.
- 3.2 Continuing Employment shall mean employment for no fixed term.
- 3.3 Casual Language Teacher shall mean a Language Teacher engaged and paid on an hourly basis to carry out any of the functions involved in TESOL activities in the ICTE.
- 3.4 Full time Language Teacher shall mean a Language Teacher who is engaged for 36.25 hours per week.

- 3.5 Fractional Language Teacher shall mean a Language Teacher engaged for a specified fraction not less than 50% of the total weekly hours worked by a full time Language Teacher unless otherwise agreed by the Director of ICTE. A Fractional Language Teacher shall carry out any or all of the duties of a Language Teacher to the appropriate fraction and shall be entitled to the appropriate fraction of salary and other benefits prescribed by this agreement.
- 3.6 Fixed Term Language Teacher shall mean a Language Teacher engaged on a full time or fractional basis for a specified term or ascertainable period.
- 3.7 Contact Hours for continuing and fixed term Language Teachers shall mean hours of work in which a Language Teacher is engaged in face to face teaching of students in scheduled classes. Contact hours shall include a professional or site visit activity but not a cultural or tourist activity. Each hour of involvement in cultural / tourist activities shall be treated as 30 minutes of contact time for the purposes of determining annual contact hours.
- 3.8 Student Activity shall mean a formally organised student activity which forms part of a course program.
- 3.9 Non-contact hours for continuing and fixed term Language Teachers shall mean hours of work in which a Language Teacher is not engaged in face to face teaching of students in scheduled classes but includes student activities, supervision of students, program preparation, lesson preparation and associated materials development, homework / assignment / test marking, placement interviews, written feedback on student progress, student consultation, convening (subject to clause 21) and administration.
- 3.10 A Professional or site visit activity is one that is a scheduled component of the program which requires compulsory tasks to be completed by the participants / students which are to be followed up in the classroom.
- 3.11 A cultural or tourist activity is a scheduled component of a program which does not require compulsory tasks to be completed by the participants / students.
- 3.12 "University" means The University of Queensland.

#### **4. APPLICATION**

4.1 This agreement shall be binding according to its terms upon:

- (1) the National Tertiary Education Industry Union (the NTEU),  
and
- (2) The University of Queensland (the University)

and applies to all staff employed as TESOL Language Teachers at the Institute of Continuing and TESOL Education (ICTE) who are members or eligible to be members of the NTEU.

4.2 The University may offer Australian Workplace Agreements (AWAs) in accordance with the Workplace Relations Act 1996.

## **5. OPERATION**

5.1 This Agreement shall come into force on and from the first pay period commencing on or after the date of certification in the Australian Industrial Relations Commission and shall remain in force for a period of three years.

## **6. AWARDS AND AGREEMENTS**

6.1 This agreement shall be read and interpreted wholly in conjunction with the following awards and agreements or their successors, provided that where there is any inconsistency between this Agreement and any of the awards or agreements listed below, this Agreement shall take precedence to the extent of the inconsistency.

- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988.
- Teachers (English Language Centres of Australian Universities) Conditions of Employment Award 1998.

6.2 This Agreement shall rescind and replace the Institute of Continuing and TESOL Education (ICTE) Enterprise Agreement (TESOL Language Teachers) 2001.

## **7. PURPOSE OF AGREEMENT**

7.1 The purpose of this Agreement is to:

- enhance the efficiency, productivity and quality of the ICTE
- provide the opportunity for TESOL Language Teachers to share in the results of these improvements through increased salaries and improved working conditions;
- promote the ICTE's position as a leading international institute in TESOL and Continuing Education; and
- foster and maintain an harmonious industrial relations environment within which the ICTE and the NTEU may bargain and consult at the enterprise level.

## **B. MODE OF EMPLOYMENT**

### **8. MODE OF EMPLOYMENT AND RELATED MATTERS**

8.1 Language Teachers may be engaged on a continuing, fixed term or casual basis.

8.2 Language Teachers employed on a continuing or fixed term basis may be engaged on a full time or fractional mode.

8.3 Fixed term employment is for a specific term or for the duration of a specific task not greater than 3 years.

- 8.4 Fixed term employment shall be limited to the engagement of a Language Teacher for a clearly defined specific task or project, short term increases in student demand and / or for the replacement of a Language Teacher on authorised leave or absence or job sharing arrangement.
- 8.5 Fixed term appointments of more than 6 months shall be reviewed at least 1 month prior to the expiration of the appointment.
- 8.6 Casual Language Teachers are paid on an hourly basis to carry out any of the functions involved in TESOL operations of the ICTE. The hourly rate includes a loading in lieu of leave entitlements for which casual Language Teachers are not eligible. The loading will be 23% with effect from the date of certification of this Agreement.
- 8.7 Upon engagement, the University shall provide to the Language Teacher an instrument of appointment, which stipulates the type of employment and informs the Language Teacher of the terms of engagement at the time of the appointment in relation to:
- 8.7.1 For Language Teachers other than casual Language Teachers, the teacher category and salary of the Language Teacher on commencement of the employment and the hours or the fraction of full-time work to be worked;
- 8.7.2 For a fixed-term Language Teacher the term of the employment and the length and terms of any period of probation;
- 8.7.3 For casual Language Teachers, the duties required, the number of hours required, the rate of pay for the duties required and a statement that any additional duties will be paid for;
- 8.7.4 For any Language Teacher subject to probationary employment, the length and terms of the probation. For continuing and fixed term appointments the probationary period shall be 6 months. The probationary period will apply to the initial appointment only.
- 8.7.5 Other main conditions of employment, including the identity of the employer, or the documentary or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply on appointment. For the purpose of this clause, breaks between fixed term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.
- 8.8 The University shall provide to a fixed-term Language Teacher a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice shall be the greater of:
- 8.8.1 Any entitlement to notice of the University's intention to renew or not renew, employment with the University at the expiry of the contract; or
- 8.8.2 Period of Continuous Service

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than one year	at least 1 week, or the equivalent of a full pay period whichever is the greatest
1 year but less than 3 years	at least 2 weeks, or the equivalent of a full pay period whichever is the greatest
3 years but less than 5 years	at least 3 weeks, or the equivalent of a full pay period whichever is the greatest
5 years or over	at least 4 weeks, or the equivalent of a full pay period whichever is the greatest

In addition to this notice, a Language Teacher over the age of 45 years at the time of the giving of notice and with not less than two year continuous service shall be entitled to an additional week's notice.

8.8.3 Where because of circumstances relating to the generation of income from sources external to the University, the University is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if the University:

- (a) advises those circumstances to the Language Teacher in writing at the latest time at which the notice would otherwise be required to be given, and
- (b) gives notice to the Language Teacher at the earliest practicable date thereafter.

## **9. COMMITMENT TO CONTINUING EMPLOYMENT**

9.1 The ICTE recognises that the enhancement of job security will contribute positively to staff commitment and productivity, therefore the provision of the greatest possible degree of job security to Language Teachers is a major aim of the ICTE and crucial to it's most effective functioning.

9.2 Not less than 50% of the effective full-time TESOL Language Teachers shall be employed on continuing appointments.

9.3 Natural attrition will be the preferred method of addressing changes in the staffing profile.

9.4 When restructuring is required and / or positions are to be made redundant such restructuring will be carried out in accordance with clause 35 of this agreement. Voluntary separation payments will be made available to all Language Teachers in the ICTE at the earliest opportunity. Forced redundancies will be used as a last resort.

## **10. CONVERSION TO FRACTIONAL APPOINTMENT**

- 10.1 Full time Language Teachers may request that their appointments be converted to fractional appointments. Decisions will be made on a case by case basis, with regard for the overall staff profile.
- 10.2 By mutual agreement with ICTE, a Language Teacher may reduce or increase his or her hours of work through a job share arrangement. Where a Language Teacher wishes to enter such an arrangement, two months written notice must be given to ICTE and the remaining portion of the position must be able to be filled by another existing Language Teacher who also wishes to job share, or through the University's recruitment and selection processes. In notifying ICTE of his or her wish to enter a job share arrangement, he or she must clearly indicate whether the job share is for a fixed period or is a continuing arrangement. All benefits shall be paid on a pro rata basis to Language Teachers according to the contracted hours.

## **C. SALARIES, HOURS OF WORK, WORKLOADS AND RELATED MATTERS**

### **11. SALARY RATES**

- 11.1 Salaries for continuing and fixed term Language Teachers over the life of this agreement are included in Schedule A.
- 11.2 Salaries for casual Language Teachers over the life of this agreement are included in Schedule B.
- 11.3 This agreement includes an initial salary increase of 4.0% from 1 July 2004, an increase of 5.5% from 1 July 2005, an increase of 5.5% on 1 July 2006 and a further increase of 4.0% on 1 July 2007.

### **12. SALARY SCALE FOR CASUAL LANGUAGE TEACHERS**

- 12.1 Teaching rates for casual Language Teachers as set out in Schedule B shall be paid according to the following four tiered salary scale, which recognises qualifications and experience:
- Rate 1: Maximum qualification of Graduate Certificate in TESOL or related field plus a minimum of 800 hours ELT to Adults experience.
  - Rate 2: 800 hours teaching experience at ICTE within the three years prior to their date of entitlement to apply for the higher rate in addition to the qualifications and experience required for Rate 1.
  - Rate 3: Qualification and Graduate Diploma in TESOL or related field plus a minimum of 1500 hours ELT to Adults experience.
  - Rate 4: 800 hours teaching experience at ICTE within the three years prior to their date of entitlement to apply for the higher rate in addition to the qualifications and experience required for Rate 3.
- 12.2 For the purposes of this clause, the calculation of number of hours teaching experience shall exclude unpaid leave.

- 12.3 The hourly non-teaching rates for casual Language Teachers shall be set at 52.63% of the relevant hourly teaching rate.
- 12.4 The rate of pay for teaching hours includes face to face teaching in scheduled classes and associated lesson preparation, homework / assignment / test marking, written feedback on student progress and student consultation relating to class contact. A professional or site visit activity shall be remunerated at the teaching rate.
- 12.5 The rate of pay for non-teaching hours includes scheduled student activities with student groups and duties assigned by the Director of Studies or the Assistant Director of Studies (including materials development, program preparation, placement interviews, student consultation duties, additional marking, administrative duties, cultural or tourist activity), and attendance at staff meetings and ICTE – UQ Professional Development workshops.
- 12.6 The minimum payment for casual Language Teachers engaged only on a student activity on any given day shall be 2 hours. A student activity will otherwise be remunerated for actual time worked.
- 12.7 There will be no multiple starts on any one work day unless by agreement with the supervisor and the Language Teacher.

### **13. SUPERANNUATION**

- 13.1 The University agrees that for the life of this Agreement, it intends to maintain the current arrangements for superannuation in respect of access to superannuation schemes and contribution rates, including the provisions of the TESS Award, that are in effect as of the date of the Agreement. The schemes to which the University will continue to contribute are:
- Unisuper Defined Benefit Plan / Investment Choice Plan
  - Unisuper Award Plus Plan
- 13.2 The University agrees that should there be any changes to the superannuation arrangements in effect as of the date of certification of this Agreement the University will negotiate with the NTEU Branch to give effect to the intent of subclause 13.1.

### **14. SALARY PACKAGING**

- 14.1 Depending on the selected benefit, Language Teachers will be eligible to sacrifice a cash component of their gross salary as determined by the rules of the Australian Taxation Office and the University policy document covering salary packaging. Salary packaging policy documents available from The University of Queensland website detail the guidelines concerning the provision of benefits available to staff.
- 14.2 The combined amount of salary packaged benefits must not exceed 50% of the Language Teacher's gross base salary. Base salary is as determined by Schedules A, B and C. An administration fee of up to 2% for providing the benefit may apply depending on the type of benefit selected.

14.3 Access to salary packaging for Language Teachers who elect to pursue it will commence in the first full pay period following the finalisation by the relevant parties of the salary packaging arrangement. Salary packaging only applies to future earnings and the arrangement cannot be retrospective.

14.4 Participation in any salary sacrifice package arrangement is voluntary with freedom to choose those benefits that best meet the needs of the Language Teacher. The University strongly suggests that Language Teachers considering salary packaging seek independent financial advice.

## **15. HIGHER DUTIES**

A Language Teacher required to perform the duties of a higher classification for a minimum period of one week shall be paid the rate which would apply if such duties were carried out on a permanent basis.

## **16. HOURS OF WORK, OVERTIME AND WORKLOADS**

16.1 Language Teachers shall not be required to undertake more than 750 contact hours per annum.

16.2 Full time continuing and fixed term Language Teachers shall not be required to perform in excess of twenty contact hours per week.

16.3 Casual Language Teachers may perform up to a maximum of twenty - five contact hours per week by mutual agreement. Casual Language Teachers shall normally be employed for a minimum of ten contact hours per week.

16.4 Language Teachers shall not be required to undertake more than five and a half contact hours in any one day.

16.5 Language Teachers shall not work for more than five hours continuously without a meal break.

16.6 No Language Teacher shall be required to undertake contact hours for more than 40 weeks per annum unless by mutual agreement with the relevant Director of Studies.

16.7 Subject to 16.10 the ordinary hours of full time and fractional Language Teachers shall be worked Monday to Friday between 8.00 am and 6.00 pm.

16.8 All overtime undertaken at the direction of the relevant Director of Studies shall be paid at the following rates:

- Weekdays - time and a half
- Saturdays for less than five hours - time and a half
- Saturdays for more than five hours - double time
- Sundays - double time
- Public holidays - double time

- 16.9 Language Teachers shall be paid the standard University meal allowance if directed to undertake duties after 6.00 pm on weekdays or for more than five hours on Saturdays, Sundays or public holidays.
- 16.10 Notwithstanding 16.7, on a voluntary basis and with the agreement of the relevant Director of Studies, the spread of ordinary hours may be extended to 9.00 pm week days and 9.00 am to 5.00 pm Saturday.
- 16.11 The workload allocation for individual Language Teachers will be discussed with their Supervisor as part of the annual Staff Development and Recognition Program. The Supervisor is required to ensure that Language Teachers are consulted and that workloads are allocated and distributed equitably among Language Teachers in the area, taking into account working hours and maximum load. Language Teachers may raise questions about the allocation of their workload with their Supervisor at any time. Where one or more Language Teachers in a work area believe that the overall workload in that area is excessive, they may make a case to the relevant Director of Studies for a review. Language Teachers are entitled to be represented by their union.
- 16.12 The TESOL Consultative Committee will monitor and review the application of the workloads provisions of this clause over the life of the Agreement.

## **17. PROGRAM PREPARATION FOR CASUAL LANGUAGE TEACHERS**

- 17.1 Programs may require preparation / development work from time to time, as determined by the Director of Studies in consultation with the relevant Convenor and/or other appropriate Language Teachers. Program preparation time will be allocated as follows:
- Writing a program for a new course segment – up to 20 hours for casual Language Teachers paid at the non-contact rate.
  - Substantial amendment to an existing program – up to 10 hours paid for casual Language Teachers at the non-contact rate.
  - Minor adjustments to an existing program – up to 5 hours paid for casual Language Teachers at the non-contact hourly rate.
  - Where further work is required additional hours can be allocated by the Director of Studies on a pro-rata basis.
- 17.2 Every effort will be made to rotate opportunities as much as possible amongst interested casual, fixed term and continuing Language Teachers.

## **18 CLASS SIZE**

- 18.1 The ratio of Language Teachers to students in student visa classes shall average one to fifteen, with a maximum, as specified by NEAS accreditation requirements.
- 18.2 The ratio of Language Teachers to students in non-student visa classes shall be mutually agreed by the relevant Language Teacher with the relevant Director of Studies.

## **D. STAFF DEVELOPMENT AND RELATED MATTERS**

## **19. STAFF RECOGNITION AND DEVELOPMENT PROGRAM**

Each continuing and fixed term Language Teacher will undergo a staff recognition and development program annually. The purpose of the program will be for each Language Teacher to:

- identify specific development needs;
- enable collaborative professional planning;
- recognise performance; and
- address any workloads issues.

## **20. RESEARCH AND MATERIALS DEVELOPMENT**

Language Teachers on continuing appointments shall be under no obligation to carry out research unless otherwise indicated in their contracts. Language Teachers on continuing appointments shall be entitled to apply for up to five weeks after each two years of equivalent full time employment free from teaching and teaching-related duties in which to undertake a program of research or special materials development approved by the Director.

## **21. VOLUNTARY LEVEL / COURSE CONVENORS**

The parties agree that the role of Voluntary Level / Course Conveners based on operational needs as determined by the Director, ICTE will be available to Continuing / Fixed Term and Casual Teachers on a voluntary basis and will be remunerated in accordance with Schedule C - Position of Responsibility Allowances

## **22. NON-SPECIFIC DUTIES DAYS**

22.1 Continuing and Fixed Term Language Teachers are entitled to take up to twelve non-specific duties days per annum on non-teaching days with the agreement of the relevant Director of Studies.

22.2 The nature and location of activities undertaken on these days will be mutually agreed between the Language Teacher and the relevant Director of Studies.

## **E. LEAVE AND RELATED MATTERS**

### **23. RECREATION LEAVE**

23.1 Language Teachers, other than casual Language Teachers, shall be entitled to recreation leave of four weeks without loss of pay upon completion of each twelve month's continuous paid service. This will be calculated on a pro-rata basis for fractional Language Teachers. The following conditions shall apply to the granting and taking of recreation leave:

23.1.1 Recreation leave will not normally be granted until completion of one year's service, unless agreement is reached between ICTE and the Language Teacher for the leave to be taken earlier.

- 23.1.2 Recreation leave entitlements should be taken each year and not accumulated. By agreement with ICTE, leave may accumulate to a maximum of two year's entitlement.
- 23.2 Recreation Leave shall accrue at a rate equivalent to one twelfth of the annual entitlement for each completed month of continuous paid service.
- 23.3 Payment in lieu of recreation leave on termination will be made for any entitlement to leave not taken subject to the following:
- 23.3.1 Language Teacher's employed for less than one year shall be entitled to pro-rata payment in lieu less the value of leave already taken.
- 23.3.2 On death, payment in lieu of accrued recreation leave will be paid to the estate of the deceased Language Teacher.
- 23.4 The value of any leave taken in excess of entitlement shall be reimbursed by the Language Teacher prior to termination or shall be deducted from any final payment on termination.
- 23.5 A Language Teacher who becomes sick during recreation leave may have the period of such illness debited to accrued sick leave and a corresponding period credited to recreation leave entitlements provided that medical evidence satisfactory to ICTE is supplied by the Language Teacher.
- 23.6 Any public holiday prescribed in clause 29 of this Agreement, and falling within the period of recreation leave shall entitle the Language Teacher to an additional day of leave.

#### **24. RECREATION LEAVE LOADING**

- 24.1 Language Teachers, other than casual Language Teachers, shall be paid an recreation leave loading in respect of 4 weeks leave entitlement equal to 17.5 per cent of their ordinary *weekly* salary, provided that it shall not exceed the amount equal to the Australian Statistician's figure for Average Weekly Earnings of all Males (Australia) for the September quarter of the previous year.
- 24.2 Should a Language Teacher's employment terminate prior to the release in the relevant year of the official September figure specified in 24.1, the maximum recreation leave loading shall be at the rate declared for the September quarter of the previous year.
- 24.3 Fractional Language Teachers shall be paid an recreation leave loading on a pro-rata basis.
- 24.4 Where a Language Teacher's employment terminates prior to the date on which their recreation leave accrues the Language Teacher shall be paid an recreation leave loading on a pro-rata basis for the number of completed months of employment since their last date of accrual.

**25. LEAVE WITHOUT PAY**

25.1 Continuing and fixed term Language Teachers may apply to take leave without pay. Such periods of leave shall be negotiated with and approved by the Director.

25.2 Except as otherwise specifically provided for in this Agreement a Language Teacher on leave without pay shall not have their continuity of service broken by such periods of leave but shall not accrue any entitlements during a period of leave without pay.

**26. CARERS' LEAVE**

26.1 Any Language Teacher, other than a casual Language Teacher, who has completed 12 months service shall be entitled to leave on full pay to a maximum of five working days in any calendar year of service where a person for whom the Language Teacher has responsibilities of care is ill or requires medical treatment. Further any period in excess of three working days, a medical certificate or statutory declaration shall be submitted for any such period of absence.

26.2 Provided that any Language Teacher employed after certification of this Agreement, or a current Language Teacher who has not completed twelve months service shall accrue carers' leave pro rata from the date of commencing duty for the first calendar year of employment.

26.3 Carer's Leave is an additional entitlement to leave entitlements available under clause 30 Family Leave.

**27. LONG SERVICE LEAVE**

27.1 Language Teachers accrue long service leave at the rate of 1.3 weeks for each completed year of service.

27.2 Language Teachers will become entitled to long service leave after completion of ten (10) years continuous service and it is expected that long service leave will be taken within 18 months of it becoming available.

27.3 The maximum amount of long service leave that can be accumulated is 26 weeks. However Language Teachers may be required to take leave in excess of 18 weeks in accordance with 27.6.

27.4 Once a Language Teacher is entitled to Long Service Leave (LSL), the minimum period of LSL which can be taken at one time is 2 weeks.

27.5 Subject to 27.6.2, a Language Teacher who has qualified for Long Service Leave shall be entitled to take Long Service Leave at the time of the Language Teacher's choosing, provided that an application to take the leave is submitted at least 6 months prior to the proposed commencement date, or in the absence of such notice, the Director of Studies recommends and the Director ICTE approves leave to be taken at that time. In choosing a suitable time the Language Teacher is expected to reduce the period of time that he/she will be absent during teaching periods.

27.6 Where a Language Teacher has accumulated a Long Service Leave entitlement in excess of 18 weeks, ICTE may give the Language Teacher written notice to take up to 13 weeks of such leave, at a time convenient to the needs of ICTE, provided that:

27.6.1 the Language Teacher shall be given at least 12 months notice of the date on which leave must commence; and

27.6.2 the Language Teacher shall not be required to take Long Service Leave within 24 months of the Language Teacher's normal date of retirement or, where the Language Teacher has given notice to take retirement and does retire, within 24 months of such retirement date;

27.6.3 the minimum period of leave to be taken shall be 4 weeks

## 27.7 Casual Service

27.7.1 Service as a casual Language Teacher after 30 March 1994 shall count towards Long Service Leave provided that the Language Teacher has been employed on a regular basis and there is no break between appointments greater than 13 weeks.

27.7.2 For casual Language Teachers the amount payable for Long Service Leave is calculated using the formula:

$$\text{Rate X } \frac{\text{Actual Service}}{52} \times 10$$

where

27.7.3 Actual Service means the total equivalent hours actually paid (including associated work time) to a casual Language Teacher during the period of continuous service to which the entitlement to Long Service Leave relates; and

27.7.4 Rate means the equivalent hourly rate payable to the Language Teacher (including that payable for associated work time) for the average of the 12 months preceding the taking of the leave.

27.8 Language Teachers with a combination of full-time/ fractional/ casual service, and who have completed not less than 10 years of continuous service in a combination of full-time, part-time and/or casual service, will have long service leave accrued adjusted to reflect the hours that were accrued under each combination.

## 28. SICK LEAVE

Language Teachers, other than a casual Language Teacher, shall be entitled to sick leave on the following conditions.

- 28.1 Full-time Language Teachers shall be entitled to ten working days sick leave each year which shall accumulate if not taken. Fractional Language Teachers shall be entitled to sick leave on a pro-rata basis.
- 28.2 Sick leave credits shall not accrue in respect of periods of leave without pay.
- 28.3 After absences totalling three days in any one year the production of medical evidence may be required before approval of additional sick leave.
- 28.4 A Language Teacher who ceases employment with ICTE and is re-employed by ICTE after a period not exceeding four weeks shall be re-credited with any sick leave accumulated at the time of last ceasing employment.

**29. PUBLIC HOLIDAYS**

- 29.1 A Language Teacher, other than a casual Language Teacher, shall be entitled to holidays on the following days:
- 29.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 29.1.2 The following days, as provided in the State of Queensland: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- 29.1.3 One other day to be specified according to State of Queensland or on some other basis.
- 29.2 Holidays in Lieu
- 29.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 29.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- 29.2.3 When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- 29.3 Where in the State of Queensland public holidays are declared or prescribed on days other than those set out in 29.1 and 29.2 above, those days shall constitute additional holidays for the purpose of this agreement.
- 29.4 ICTE, with the agreement of the union, may substitute another day for any prescribed in this clause:
- 29.4.1 ICTE and its Language Teachers may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Language Teachers shall constitute agreement.
- 29.4.2 An agreement pursuant to 29.4.1 shall be recorded in writing and be available to every affected Language Teacher.

- 29.4.3 The union shall be informed of an agreement pursuant to 29.4.1 and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.
- 29.4.4 If a union, pursuant to 29.4.3, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of ICTE, the Language Teacher and the union.
- 29.4.5 If no resolution is achieved pursuant to 29.4.4, the University may apply to the Commission for approval of the agreement reached with its Language Teachers. Such an application must be made fourteen or more days before the prescribed holiday. After giving the University and the union an opportunity to be heard, the Commission will determine the application.

### **30. FAMILY LEAVE**

#### **30.1 Use of sick leave**

30.1.1 A Language Teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after 17 December 1996 for absences to provide care and support for such person when they are ill.

30.1.2 The Language Teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

- (a) The Language Teacher being responsible for the care of the person concerned; and
- (b) The person concerned being either:
  - (i) A member of the Language Teacher's immediate family; or
  - (ii) A member of the Language Teacher's household.

30.1.4 The term immediate family includes:

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Language Teacher. A defacto spouse, in relation to a person, means a person of the opposite or same sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (b) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Language Teacher or spouse of the Language Teacher.

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

### 30.2 Unpaid leave for family purpose

A Language Teacher may elect, with the consent of ICTE, to take unpaid leave for the purpose of providing care to a family member who is ill.

### 30.3 Recreation leave

30.3.1 Notwithstanding the provision of this clause, a Language Teacher may elect, with the consent of ICTE, to take recreation leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

30.3.2 A Language Teacher and ICTE may agree to defer payment of the recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

### 30.4 Time off in lieu of payment for overtime

30.4.1 A Language Teacher may elect, with the consent of ICTE, to take time-off in lieu of payment for overtime at a time or times agreed with ICTE.

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

30.4.3 ICTE shall, if requested by a Language Teacher, provide payment, at the rate provided for the payment of overtime in 15.9, for any overtime worked under 30.4.1 of this clause where such time has not been taken within four weeks of accrual.

### 30.5 Make-up time

A Language Teacher may elect, with the consent of ICTE, to work make-up time, under which the Language Teacher takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

## 31. PARENTAL LEAVE

31.1 Subject to the terms of this clause, Language Teachers are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. A Language Teacher will only be entitled to the paid entitlement of 26 weeks where the Language Teacher commences parental leave on or after the date of certification of this Agreement.

## 31.2 Definitions

**Child** means a child of the Language Teacher under the age of one year except for adoption of a child where ‘child’ means a person under the age of five years who is placed with the Language Teacher for the purposes of adoption, other than a child or step-child of the Language Teacher or of the spouse of the Language Teacher or a child who has previously lived continuously with the Language Teacher for a period of six months or more.

**Spouse**, in relation to a Language Teacher, means a person’s partner in marriage or a person of the opposite or same sex to the Language Teacher who lives with the Language Teacher in a marriage-like relationship, although not legally married to the Language Teacher.

## 31.3 Entitlement

31.3.1 Parental leave is the generic term for maternity, partner and adoption leave. Subject to the terms of this clause, Language Teachers are entitled, after twelve months continuous service, to parental leave in connection with the birth or adoption of a child.

31.3.2 A Language Teacher who becomes pregnant may apply to take maternity leave and will be entitled to 26 weeks leave on full pay plus leave without pay which will not exceed an aggregate of 52 weeks. To be entitled to paid maternity leave the paid leave must be commenced in the period commencing no earlier than 6 weeks before the birth of the child and no later than the birth of the child and the paid leave must be taken in one continuous period. :

31.3.3 Where a Language Teacher is not to be the primary carer, but shares parenting responsibility of the child(ren), they are entitled to one weeks paid partner leave with respect to the birth or adoption of a child or children, provided that:

- (a) the leave is limited to one week in any 12 consecutive months of employment, and
- (b) the leave is taken in the period one week before and 6 weeks after the child’s birth or adoption.

31.3.4A Language Teacher whose spouse has given birth to a child may apply for partner leave and will be entitled to 26 weeks on full pay plus leave without pay which will not exceed an aggregate of 52 weeks subject to the provisions that:

- (a) the Language Teacher is the primary care giver of the child; and
- (b) the paid leave must be taken in one continuous period; and
- (c) their partner is an employee of The University of Queensland and has been granted paid parental leave and is not concurrently on a period of approved parental leave; and

- (d) provided that the cumulative benefits to both partners does not exceed the entitlement prescribed herein.

31.3.5 A Language Teacher who adopts a child and is the primary care giver of the child may apply for adoption leave and will be entitled to:

- (a) 26 weeks' leave on full pay where the adopted child is up to one year of age; or
- (b) 13 weeks on full pay where the child is older than one year of age,

plus leave without pay which will not exceed an aggregate of 52 weeks. The entitlement to paid leave will only be granted where the leave commences immediately upon placement of the child. In cases where the Language Teacher is not the primary care giver of the child the entitlement shall be one week's paid leave.

31.3.6 The Language Teacher's entitlement to paid leave may be paid proportionately over the period of up to 52 weeks: eg a Language Teacher may elect to receive 50% salary over 52 weeks.

31.3.7 The provisions of this clause apply to full-time, part-time and eligible casual Language Teachers but do not apply to other casual Language Teachers, except that where this clause provides for any period of paid leave, an eligible casual Language Teacher will be entitled to unpaid leave for the same period.

31.3.8 An **eligible casual Language Teacher** means a casual Language Teacher employed by ICTE on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months and has a reasonable expectation of ongoing employment. A period of eligible casual service will count towards eligibility for unpaid maternity leave but shall not count toward service for paid parental leave.

31.3.9 For the purposes of this clause continuous service is work for on a regular and systematic basis (including any period of authorised leave or absence).

31.3.10 ICTE must not fail to re-engage a casual Language Teacher because:

- (a) the Language Teacher or Language Teacher's spouse is pregnant; or
- (b) the Language Teacher is or has been immediately absent on parental leave.

31.3.11 The rights of ICTE in relation to engagement and re-engagement of casual Language Teachers are not affected, other than in accordance with this clause.

31.4 Maternity leave

31.4.1 A Language Teacher must provide notice to ICTE in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) at least ten weeks of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Language Teacher is pregnant); and
- (b) at least four weeks notice of the date on which the Language Teacher proposes to commence maternity leave and the period of leave to be taken.

31.4.2 When the Language Teacher gives notice under 31.4.1 the Language Teacher must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

31.4.3 A Language Teacher will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

31.4.4 Subject to 31.3, and unless agreed otherwise between ICTE and Language Teacher, a Language Teacher may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

31.4.5 Where a Language Teacher continues to work within the six week period immediately prior to the expected date of birth, or where the Language Teacher elects to return to work within six weeks after the birth of the child, the University may require the Language Teacher to provide a medical certificate stating that she is fit to work on her normal duties.

31.4.6 Where the pregnancy of a Language Teacher terminates after 28 weeks and the Language Teacher has not commenced maternity leave, the Language Teacher may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where a Language Teacher is suffering from an illness not related to the direct consequences of the birth, a Language Teacher may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave. In these circumstances the Language Teacher shall also be entitled to access paid bereavement leave.

31.4.7 If parental leave has commenced and the pregnancy of the Language Teacher terminates other than by the birth of a living child, or the Language Teacher's child dies during that period that the Language Teacher is on leave, the Language Teacher shall be subsequently entitled to unpaid leave up to a period of 12 weeks or such longer period as may be certified by a medical practitioner up to a maximum aggregate leave period of 52 weeks. In these circumstances the Language Teacher shall also be entitled to access paid bereavement leave.

31.4.8 Where leave is granted under 31.4, during the period of leave a Language Teacher may return to work at any time, as agreed between ICTE and the Language Teacher provided that time does not exceed four weeks from the recommencement date desired by the Language Teacher.

31.5 Partner Leave

31.5.1 A Language Teacher will provide to ICTE at least ten weeks prior to each proposed period of partner leave, with:

- (a) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which they propose to start and finish the period of partner leave; and
- (c) a statutory declaration stating:
  - (i) they will take that period of partner leave to become the primary care-giver of a child; and
  - (ii) particulars of any period of maternity leave sought or taken by their spouse; and
  - (iii) that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.

31.5.2 Where the Language Teacher is not seeking leave to be the primary care giver and is seeking one week's paid leave under 31.3.3,31.5.1(a) and 31.5.1(b) only shall apply.

31.6 Adoption leave

31.6.1 The Language Teacher will notify ICTE at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A Language Teacher may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Language Teacher, the adoption of a child takes place earlier.

31.6.2 Before commencing adoption leave, a Language Teacher will provide ICTE with a statutory declaration stating:

- (a) the Language Teacher is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the Language Teacher's spouse; and
- (c) that for the period of adoption leave the Language Teacher will not engage in any conduct inconsistent with their contract of employment.

- 31.6.3 ICTE may require a Language Teacher provide confirmation from the appropriate government authority of the placement.
- 31.6.4 Where the placement of child for adoption with a Language Teacher does not proceed or continue, the Language Teacher will notify ICTE immediately and ICTE will nominate a time not exceeding four weeks from receipt of notification for the Language Teacher's return to work.
- 31.6.5 A Language Teacher will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 31.7 Variation of Period of Parental Leave
- Unless agreed otherwise between ICTE and the Language Teacher, a Language Teacher may apply to ICTE to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.
- 31.8 Parental Leave and Other Entitlements
- A Language Teacher may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as recreation leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.
- 31.9 Transfer to a safe job
- 31.9.1 Where a Language Teacher is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to be Language Teacher make it inadvisable for the Language Teacher to continue at her present work, the Language Teacher will, if the University deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 31.9.2 If the transfer to a safe job is not practicable, the Language Teacher may elect, or the University may require the Language Teacher, to commence parental leave.
- 31.10 Returning to work after a period of parental leave
- 31.10.1 A Language Teacher will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 31.10.2 A Language Teacher will be entitled to the position that they held immediately before proceeding on parental leave.
- 31.10.3 Where such position no longer exists but there are other positions available which the Language Teacher is qualified for and is capable of performing, the Language Teacher will be entitled to a position as nearly comparable in status and pay to that of their former position.

### 31.11 Replacement Language Teachers

31.11.1 A replacement Language Teacher is a Language Teacher specifically engaged or temporarily promoted or transferred, as a result of a Language Teacher proceeding on parental leave.

31.11.2 A replacement Language Teacher will be informed of the temporary nature of the employment and of the rights of the Language Teacher who is being replaced.

### 31.12 Part-time employment and job sharing

31.12.1 Where possible and having regard to the effective management of the organisational unit, ICTE may offer Language Teachers, who are either pregnant or returning to duty from a period of parental leave, the option of part-time employment, including job sharing, subject to the provisions outlined below. ICTE will not unreasonably refuse a Language Teacher's application for part-time employment on return to duty from parental leave or whilst pregnant, if the pregnancy makes part-time employment necessary or desirable.

31.12.2 A Language Teacher who is the primary care giver of the child may undertake part-time employment until the child's second birthday, or in relation to adoption, from the date of placement of the child until the second anniversary of the placement. A Language Teacher who is the primary care giver of the child may continue part-time employment past the child's second birthday if the supervisor and the Language Teacher are in agreement.

31.12.3 The part-time employment need not be the same work as the Language Teacher's normal position. However, Language Teachers have the right to return to their former position when returning to full-time employment subject to 31.10.3.

31.12.4 If a Language Teacher opts for part-time employment or job sharing arrangement ICTE will draw up and retain an agreement that determines the length of the period and the days to be worked.

## **32. STUDY AND EXAMINATION LEAVE**

32.1 Continuing Language Teachers undertaking part-time courses of study leading to the attainment of formal qualifications which are considered relevant to their employment, will normally be granted study time subject to the ICTE's convenience under the following conditions.

32.2 Wherever possible, a Language Teacher is required to attend lectures, tutorials or laboratories outside working hours. However, where this is not possible, leave of up to a maximum of four hours per week during semester class periods will be granted without the Language Teacher being required to make up this time.

- 32.3 Language Teachers undertaking a relevant approved course of study which does not require attendance during work hours may apply for study leave up to a maximum of four hours per week during semester class periods. Such leave shall be calculated on the basis of one half hour for each compulsory lecture, tutorial and/or laboratory.
- 32.4 Study time for repeat subjects shall only be granted when a Language Teacher has not previously been granted study time for those subjects.
- 32.5 Language Teachers taking courses of study for which they receive study leave shall also be granted leave to attend examinations which occur during work hours and further may be granted leave for half a day for the purpose of preparing for each of such examinations.
- 32.6 In special circumstances, Language Teachers on fixed term appointments may be granted study and exam leave as outlined above.

### **33. CONFERENCE LEAVE**

- 33.1 Continuing and Fixed Term Language Teachers shall be eligible to apply for Non-Specific Duties days (NSDs) and financial support for local, national and international conference participation. Papers shall normally be presented for the Language Teacher to be eligible for financial support. Applications will be considered on a case by case basis.
- 33.2 Casual Language Teachers shall be eligible to apply for partial financial support for local, national and international conference participation. Papers shall normally be presented for the Language Teacher to be eligible for financial support. Applications will be considered on a case by case basis.

## **F. CONSULTATION AND MAJOR CHANGE**

### **34. CONSULTATIVE PROCESSES**

- 34.1 The parties agree to establish a TESOL Consultative Committee which will consist of up to three members nominated by the Director, ICTE – UQ, two members of staff nominated by the NTEU and one member of staff nominated by the TESOL teaching staff. The Committee will meet three times annually, and further meetings may be arranged as mutually agreed, to maintain the process of consultation about changes to the organisation or performance of work in the TESOL area of ICTE - UQ and to consider teaching related matters.
- 34.2 The practice of regular meetings of TESOL staff at which teachers have the opportunity to receive updated information from Management, comment on major changes at the workplace and to raise issues of general concern will be maintained.

### **35. RESTRUCTURING AND MANAGING CHANGE**

35.1 When the Director assesses that restructuring is required, he/she will produce a written Proposal setting out the restructure and the reason(s) for it, with the proviso that the procedures in this clause will not apply when an individual Language Teacher and the Director (or nominee) agree that the position does not need to be filled, the Language Teacher is willing to take a voluntary separation package, and no unreasonable increase in the workloads of existing Language Teachers results. The NTEU will be informed, with reasonable notice, prior to their departure. The Proposal should include some examination of the way duties will be allocated among continuing Language Teachers.

35.2 Where the restructure is driven directly by budget pressures, it will be necessary and sufficient for the Director to produce a budget for the unit in question together with additional financial information which permits that budget and the potential consequences to be considered in the context of its wider organisational position.

35.3 As early as possible in the process of restructuring, all affected Language Teachers will be offered the opportunity to apply for voluntary separation packages, provided that:

- (a) the nature of the proposed restructuring is clearly evident from the written material provided by the Director and explained in discussions with Language Teachers; and
- (b) the Deputy Vice-Chancellor (International & Development) confirms that the proposed restructuring will be facilitated by the opportunity for some Language Teachers to take early departures.

35.4 Final acceptance of an expression of interest in a voluntary separation package will rest with the Director, who will assess whether the duties of the position held by the person expressing an interest are essential and whether they can be done by any other Language Teacher in the affected work unit. The number of acceptances will be governed by the number of changes expected in the proposed restructure.

35.5 The offer of voluntary separation packages at this stage of the process will not preclude the offer of a voluntary separation package to an individual Language Teacher at a later date. Such an offer will be made in accordance with subclause 35.5 if the person's position is identified as redundant in the proposal document, and confirmed as redundant by the Change Management Committee.

35.6 The Director's proposal will be referred to the NTEU and a Change Management Committee. The committee will comprise:

- Deputy Vice-Chancellor (International & Development)
- Relevant Head/Division Director of cognate Department/Division
- Relevant administrative manager
- Official from the NTEU or nominated delegate
- A staff NTEU member elected from all affected Language Teachers
- Human Resources Division nominee

Union officials may attend if they choose.

- 35.7 This would not preclude an alternative mechanism to look at a restructuring proposal involving Language Teachers and general staff jointly and the relevant general staff union(s). Where more than one union has coverage of staff affected, a delegate from each union will be present.
- 35.8 The Change Management Committee, within two weeks from the reception of the proposal, will examine it and consider whether its recommendations are fair, proper and in accordance with principles of natural justice. The Committee will ensure that consultations about the proposals are held with staff affected.
- 35.9 It will further consider whether the procedures to identify redundant positions or appoint Language Teachers to a lesser number of positions are fair or in any way discriminatory. The Change Management Committee will also investigate the planned workloads of Language Teachers to ensure that the expected workloads are reasonable and equitable.
- 35.10 The Committee must use its best endeavours to reach consensus on either:
- accepting the proposal, or
  - calling for some modification, or
  - rejecting the proposal.
- 35.11 If the Committee accepts the proposal, it will be referred to the Senior Deputy Vice-Chancellor for approval within two weeks. Once approved, recommendations and procedures will be implemented as soon as practicable with cooperation from all parties.
- 35.12 If the Committee calls for modifications, these will be considered by the Director, who will either incorporate them in a revised plan and resubmit the proposal, or provide a justification why they cannot reasonably be implemented. If the Committee does not accept the Director's justification of his/her non-acceptance of the modifications, the proposal will be referred to the Senior Deputy Vice-Chancellor for decision.
- 35.13 If the Committee rejects the proposal, no further action will be taken. The Director may submit a different proposal but may not do so within three months of the Committee's rejection. During the period of the Committee's consideration of the proposal, Language Teachers will not be precluded from applying for a voluntary separation package.
- 35.14 When a position is declared redundant as a result of the Change Management Committee's acceptance of a proposal from the Director, the following procedures will be followed. The parties agree that retrenchments will be the last resort.

35.16 There will be a transition period of three weeks from the publication of the decision to restructure and/or the identification of excess Language Teachers, during which the Language Teachers concerned and the University will finalise decisions on the options for each Language Teacher. Upon publication of the restructure, a Language Teacher whose position is redundant and who is identified as excess following any selection appointment procedures, will be offered the following options:

- redeployment (which includes a commitment to retraining);
- voluntary separation; or
- retrenchment.

35.17 Language Teachers will have up to ten working days to communicate their decision on any of the above options.

35.18 At any briefing of the affected Language Teachers, the Language Teacher may request that an NTEU representative be invited to be present.

35.19 Voluntary separation package: If redeployment proves to be unsuccessful, the excess Language Teacher will be offered a voluntary separation package. Language Teachers will then have one further week to signify their acceptance of the offer.

35.20 Language Teachers who accept the offer-of a voluntary separation package will receive:

- payment for the remainder of the transition period (i.e. three weeks)
- statutory notice period or payment in lieu (four weeks, or five weeks if over forty-five);
- two weeks' pay for each completed year of service, subject to a minimum of four weeks and a maximum of fifty-two weeks. Pro-rata payments will be made for any years in which service was not full-time;
- pro-rata payment of long service leave entitlements for Language Teachers with seven or more years of service.

For the purposes of this clause, two weeks' pay will include standard allowances.

35.21 Redeployment

35.21.1 Unless it is apparent that there are no positions available, suitable for the Language Teacher's skills, training and experience, the University will immediately attempt to find and offer to a Language Teacher who requests redeployment, a suitable position in accordance with the redeployment policy in Schedule D.

35.21.2 Redeployment will normally be to a position at the same level. The search for such a position will extend for a period of up to one month.

- 35.21.3 To ensure that redeployment has the greatest opportunity to succeed, the Senior Deputy Vice-Chancellor (in respect of staff in the Faculties and organisational units directly reporting) and the Secretary & Registrar (in respect of central Administration and organisational units directly reporting) will have the right to direct a Department/Division/Centre to take a redeployee into an appropriate vacancy. Such direction will be exercised:
- (a) when the timeframe for the standard redeployment process, or any agreed extension of it, has been exhausted without a suitable vacancy being identified; or
  - (b) when a particularly suitable match between the person's skills and the requirements of the job emerge at any stage during the redeployment period.
- 35.21.4 The redeployee will have a three month trial period as set out in the redeployment policy.
- 35.21.5 In judging whether a vacancy is suitable or appropriate, it will not be required that the redeployee is the best person for the job. Consideration must be given to reasonable training that can be given to the redeployee to allow him/her to carry out the requirements of the position within a reasonable period, which would generally not be more than three months and would be dependent on classification level and the proportion of job component requiring training. Such training does not have to be completed before the redeployment trial period is over.
- 35.21.6 If a suitable position is found, a trial period of three months will be required. At the end of this period, the Executive Dean/Secretary & Registrar/Deputy Vice-Chancellor (International & Development) will review the trial with the Language Teacher. The appointment will either be confirmed, or the Language Teacher will be offered a voluntary separation package or be retrenched after the procedures outlined in the University's redeployment policy have been exhausted.
- 35.21.7 In the event of a Language Teacher being redeployed to new duties for which the prescribed rate of pay is higher than the previous rate of pay, then such higher rate will apply as from the date of transfer.
- 35.21.8 In the event of a Language Teacher agreeing to be redeployed to new duties for which the prescribed rate of pay is lower than that previously paid, then the pre-existing higher salary shall continue to be paid to that Language Teacher for a period of three months from the date of such redeployment. Following this period, payment will revert to the level of the new position. Work related allowances shall be taken into account for the purposes of determining the prescribed rate of pay for the purposes of this clause.

## 35.9 Voluntary Substitution

- 35.9.1 If, after the standard procedures for restructuring have been completed and confirmed by the Change Management Committee, a position has been made redundant, the incumbent may approach the Director to investigate whether any colleague in the Organisation unit affected, who wishes to leave the University, might substitute for him/her in the position in question. The original incumbent will then move into the position of the substitute.
- 35.9.2 Such substitutions will have to be approved as appropriate by the Deputy Vice Chancellor (International & Development) for organisational units reporting to him.
- 35.10 Retrenchment
- Language Teachers who are unable to be redeployed and who do not choose to take a voluntary separation package will be paid the following on the termination of their services:
- statutory notice period or payment in lieu; and
  - two weeks' pay for each completed year of service, subject to a minimum of four weeks and a maximum of fifty-two weeks. For the purposes of this clause, two weeks, pay will include standard allowances.
- 35.11 Unless otherwise determined by the Change Management Committee, a review of the success of the restructuring will be held by the Change Management Committee at a suitable time after the restructuring has been put in place. This would generally be 6 to 9 months after the restructuring.
- 35.12 The document, "Guidelines for Planning and Implementing Structural Change" should be used for more extensive procedural assistance in managing restructuring.

## **G OTHER MATTERS**

### **36. GRIEVANCE PROCEDURE**

- 36.1 Where a dispute arises at the workplace the Language Teacher concerned shall forthwith advise the immediate supervisor: provided that where a Language Teacher claims to have been aggrieved by the immediate supervisor that the Language Teacher shall also inform that supervisor's immediate supervisor.
- 36.2 If the dispute cannot be resolved at that level the Language Teacher may inform the appropriate senior officer in the ICTE, who shall inform Human Resources Division of:
- the nature of the grievance, and
  - any action taken.
- 36.3 If required by the Language Teacher the ICTE senior officer or Human Resources Division shall:

- arrange a meeting between the senior officer, the Language Teacher, the relevant supervisor and an officer from Human Resources Division; and
- inform the Language Teacher that, if so required, s/he may be supported at that meeting by a representative of the NTEU.

36.4 If the dispute is not resolved at that meeting, the matter may be formally submitted in writing to the University by the Language Teacher or his/her NTEU representative and it shall be discussed by representatives of the University and the Language Teacher concerned or the NTEU.

36.5 If resolution has not been reached within one week (or longer period as the parties may agree upon) of receipt of the written notification, the matter may be referred to the Australian Industrial Relations Commission.

36.6 Unless otherwise directed by the University, or except where a bona fide safety issue is involved, a Language Teacher involved in this process shall continue to perform normal duties until such time as the dispute is resolved.

36.7 The provisions of this clause shall not preclude a Language Teacher from discussing any grievance with an NTEU representative as s/he deems fit.

### **37. DISPUTE SETTLEMENT PROCEDURES**

37.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, cooperation and negotiation.

37.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

37.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate NTEU representatives and Language Teachers.

37.4 In the event of any disagreement as to the interpretation or implementation of this Agreement, the following procedures shall apply.

37.4.1 The matter is to be raised and discussed by a recognised NTEU representative and/or the Language Teacher(s) concerned (where appropriate) with the immediate supervisor in the first instance. The discussion will take place within twenty-four hours and the procedure will not extend beyond five (5) working days.

- 37.4.2 If the matter is not resolved as per 37.4.1 above, it shall be referred by the NTEU delegate/representative or the Language Teacher(s) to the appropriate management representative who shall arrange a conference of those involved in the dispute and any other relevant staff and NTEU representatives to discuss the matter. This process shall not extend beyond five (5) working days.
- 37.4.3 If the matter remains unresolved, it may be referred to the TESOL Consultative Committee for discussion and to make recommendations to resolve the matters. The process will not exceed ten (10) working days.
- 37.4.4 If the matter is not resolved then it may be referred to the Australian Industrial Relations Commission, in accordance with Part VI of the Workplace Relations Act 1996 for determination.
- 37.4.5 The Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree that where a matter is referred to the Commission, the Commission's resolution of the dispute including any recommendations made in conciliation will be binding.
- 37.5 Nothing in this clause prevents the parties to a matter that has not been resolved from agreeing to refer to a person or body other than the Commission for resolution. anywhere a matter is so referred, any recommendation to resolve the dispute made by the agreed person or body will be binding.
- 37.6 Nothing contained in this procedure shall prevent representatives of the NTEU or the University from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **38. NO EXTRA CLAIMS**

The parties agree not to seek to reopen matters covered by this agreement or to make additional claims during its life.

### **39. AVAILABILITY OF AGREEMENT**

A copy of this agreement shall be accessible via the web under the University of Queensland's homepage.

### **40. REOPENING OF NEGOTIATIONS**

The parties undertake to reopen negotiations no later than a date six months prior to the expiry of this Agreement.

Signatories to the Institute of Continuing and TESOL Education (ICTE) Enterprise Agreement (TESOL Language Teachers) 2005

SIGNED FOR AND ON BEHALF OF the University of Queensland

Signature

Title

Secretary and Registrar

Printed Name

in the presence of:

Signature

Printed Name

Dated

SIGNED FOR AND ON BEHALF OF

the National Tertiary Education Industry Union

Signature

Title

Printed Name

in the presence of:

Signature

Printed Name

Dated

### SCHEDULE A - Salaries for Continuing and Fixed Term Language Teachers

Rate per annum	From 1 July 2004	From 1 July 2005	From 1 July 2006	From 1 July 2007
<b>Salary Level</b>				
1	36,412.31	38,414.99	40,527.81	42,148.92
2	37,060.73	39,099.07	41,249.52	42,899.50
3	38,230.38	40,333.05	42,551.37	44,253.42
4	39,562.13	41,738.05	44,033.64	45,794.99
5	41,632.07	43,921.83	46,337.53	48,191.03
6	43,011.20	45,376.82	47,872.55	49,787.45
7	44,392.83	46,834.44	49,410.33	51,386.74
8	45,773.21	48,290.74	50,946.73	52,984.60
9	47,162.32	49,756.25	52,492.84	54,592.55
10	48,949.20	51,641.41	54,481.69	56,660.96
11	50,612.64	53,396.34	56,333.14	58,586.47
12	52,081.55	54,946.04	57,968.06	60,286.79

### SCHEDULE B - Pay Rates for Casual Language Teachers

Rate per hour	From 1 July 2004	From date of certification	From 1 July 2005	From 1 July 2006	From 1 July 2007
<b>Teaching rate:</b>					
Rate 1	45.49	46.63	49.19	51.90	53.97
Rate 2	46.40	47.56	50.17	52.93	55.05
Rate 3	48.77	49.99	52.74	55.64	57.86
Rate 4	49.74	50.98	53.79	56.75	59.02
<b>Non-teaching rate:</b>					
Rate 1	23.94	24.54	25.89	27.31	28.41
Rate 2	24.42	25.03	26.40	27.85	28.97
Rate 3	25.66	26.30	27.75	29.28	30.45
Rate 4	26.17	26.83	28.30	29.86	31.05

Rate 2 is set at 102.0% of Rate 1.

Rate 3 is set at 107.2% of Rate 1.

Rate 4 is set at 102.0% of Rate 3.

Non-teaching rate is set at 52.63% of the relevant teaching rate.

## SCHEDULE C – Position of Responsibility Allowance

### Annual Level / Course Convenor Allowances for Continuing and Fixed Term Language Teachers

Position of Responsibility Allowance per Annum	From 1 July 2004	From date of certification	From 1 July 2005	From 1 July 2006	From 1 July 2007
Level 1	1,316.47	1,974.71	2,083.31	2,197.90	2,285.82
Level 2	2,632.62	3,948.93	4,166.12	4,395.26	4,571.07
Level 3	3,948.85	5,923.28	6,249.06	6,592.75	6,856.46

### Weekly Level / Course Convenor Allowances for Continuing and Fixed Term Language Teachers

Position of Responsibility Allowance per Week	From 1 July 2004	From date of certification	From 1 July 2005	From 1 July 2006	From 1 July 2007
Level 1	29.26	43.88	46.30	48.84	50.80
Level 2	58.50	87.75	92.58	97.67	101.58
Level 3	87.75	131.63	138.87	146.51	152.37

Weekly rates are calculated by dividing annual rates by 45.

**Level 1:** Level Convenor for minimum of 2 classes or out of country single site with a minimum of two staff (including the convenor).

**Level 2:** Out of country, multiple sites or single site with a minimum of four staff (inclusive of the convenor), or Level Convenor for a minimum of five classes.

**Level 3:** Responsibilities across TESOL eg CALL, AV.

### Level / Course Convenor Allowances for Casual Language Teachers.

In addition to the non-teaching rate for each hour of work assigned the following responsibility rate shall be paid:

Level 1: 5% of the non-teaching hourly rate

Level 2: 10% of the non-teaching hourly rate

Level 3: 15% of the non-teaching hourly rate

## **SCHEDULE D - Redeployment Policy**

1. If, in consultation with all relevant parties, redeployment to another department is considered as an option, Human Resources Division will liaise with the Language Teacher concerned to ascertain the employment preferences and level of skills and abilities of the Language Teacher. The period in which to conduct the redeployment placement search will be not less than one month. During this period salary costs will continue to be met by the ICTE.
2. With the consent of the displaced Language Teacher, a summary of his/her work history with the University, skills, abilities and job preferences will be circulated to all Department/Section Heads and Deputy-Vice-Chancellor (Academic) via a List of Available Redeployees, with the aim of alerting Departments/ Sections to the availability of the Language Teacher to fill upcoming vacancies. Other actions to assist the Language Teacher may also be agreed as appropriate (for example: assistance with preparing a CV, targeting of specific Departments).
3. When a vacancy arises in a faculty or in Central Administration, the Deputy-Vice-Chancellor (Academic) or Secretary and Registrar or a delegated nominee will in the first instance assess whether the vacancy could be filled by a redeployee. In doing so, the Head of Department/Section or, where necessary, the Deputy-Vice-Chancellor (Academic) or Secretary and Registrar, will maintain documentary evidence of their consideration of the suitability of each current redeployee. If the position is not regarded as suitable for any available redeployee that will be noted on the "Authority to Create/Modify Position Details" form which will be sent to the relevant Human Resources Officer.

Additionally, Human Resources Division will monitor all vacancies which are notified to them, and where an appropriate vacancy for a current redeployee is identified, they will refer it to the relevant Head of Department/Section or Deputy-Vice Chancellor (Academic) for their assessment of the redeployee's suitability.

4. If a position is identified as potentially suitable, the receiving Head of Department/Section and a representative of Human Resources Division will meet to assess the redeployee's claims against the selection criteria.
5. The decision on redeployment will be based on an assessment of whether the person meets the stated selection criteria, or could meet them within a reasonable time frame, which would generally be not less than three months if provided with suitable training. Suitability for and capability to meet the requirements of the position will be key issues. The redeployee will not be required to compete against external or internal applicants in open competition.
6. If, after interviewing the redeployee, the receiving Head of Department/Section believes that he/she does not meet the criteria for the position, s/he will provide specific reasons in writing to the Deputy-Vice-Chancellor (Academic) why s/he does not support the placement of the redeployee in the position for a trial period.

The Senior Deputy Vice-Chancellor (in respect of staff in the Faculties and organisational units reporting to him/her) and the Secretary and Registrar (in respect of staff in Central Administration and organisational units reporting to him/her) will have the right to direct a Faculty, Department, School, Centre or Section to take a redeployee into an appropriate vacancy under the provisions of subclause 35.8 of this agreement.

If the redeployee is judged to be a suitable candidate for the position in accordance with the criteria set out in 4 above, the receiving Head of Department/Section will advise the Deputy-Vice Chancellor (Academic) in writing.

A decision on whether to proceed or not with a trial placement will be made by the Deputy-Vice-Chancellor (Academic).

7. Trial placement will be for three months at the Language Teacher's substantive salary level, or at the level of the vacant position if this is higher than his/her substantive salary level. The ICTE will be required to meet the salary payments to the redeployee for the length of the trial-period.
8. Not less than two weeks prior to the end of the trial period, the redeployee's performance will be assessed by the supervisor and/or Head of Department/Section and a formal report outlining the details of the redeployee's performance against the duties of the position will be submitted to the Deputy-Vice-Chancellor (Academic). If the performance has been satisfactory, the redeployee will be offered the position on a permanent basis. If the performance has been unsatisfactory, steps will be taken in accordance with the Redundancy Policy to retrench the Language Teacher.