

FAMILY LEAVE AWARD**Arrangement of Award**

Subject Matter Clause No. Page No.

PART 1 - PRELIMINARY

Title	1-1	2
Award Coverage	1-2	2
Date of Operation	1-3	2
Award Posting	1-4	3
Grievance Process	1-5	3
Employer's Obligation	1-6	3

PART 2 - TERMS AND CONDITIONS

Maternity Leave	2-1	4
Parental Leave	2-2	10
Adoption Leave	2-3	16
Part-time Work	2-4	22
Exclusion	2-5	27

PART 3 - SPECIAL RESPONSIBILITY LEAVE

Use of Sick Leave	3-1	28
Unpaid Leave for Caring Purposes	3-2	29
Annual Leave	3-3	29
Time Off in Lieu of Payment for Overtime	3-4	29
Make Up Time	3-5	30

PART 4 - BEREAVEMENT LEAVE/COMPASSIONATE LEAVE 31**SCHEDULE**

PART 1 – PRELIMINARY

1-1 Title

This Award shall be known as the Family Leave Award.

1-2 Award Coverage

This Award applies without limit of time, throughout the State of Queensland to all employers and to all their employees.

The Commission further orders exemption from the application of this Award in respect of those employers and classes of employers and employees and classes of employees in all localities throughout the State of Queensland, who are engaged in a calling or callings to which this Award applies:-

1-2-1 Who are parties to or bound by an award or industrial agreement which:

- (a) Is not listed in the schedule of relevant awards and/or industrial agreement as appended to this Award from time to time; and
- (b) Does not contain a Parental/Family Leave clause, which makes direct reference to the Family Leave Award.

1-2-2 Between whom, and in respect of any employment contract, there is not in force an award or industrial agreement.

1-3 Date of Operation

This Award shall take effect and have the force of law as from:-

- (a) The third day of April 2000 for those awards and industrial agreements contained in the Schedule to this Award at that date.
- (b) The date of operation thereafter specified in the Schedule for any award or industrial agreement subsequently added to the Schedule of this Award.

1-4 Award Posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

1-5 Grievance Process

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

1-6 Employer's Obligation

1-6-1 On becoming aware that an employee or an employee's spouse is pregnant, or that an employee is adopting a child, an employer must inform the employee of:

(a) The employee's entitlement to parental leave under this award.

(b) The employee's obligations to notify the employer of any matter in this award.

1-6-2 An employer cannot rely on an employee's failure to give a notice or other document required by this award unless the employer establishes that subclause 1-6-1 has been complied with

PART 2 - TERMS AND CONDITIONS

2-1 Maternity Leave

2-1-1 *Nature of leave* - Maternity leave is unpaid leave.

2-1-2 *Definitions* - For the purposes of this clause:

- (a) "Employee" includes a part-time employee who has at least 12 months continuous service with the employer or a long term casual employee, but does not include an employee engaged upon other casual or seasonal work.
- (b) "Parental leave" means leave of the type provided for in clause 2-2 whether prescribed in an Award or otherwise.
- (c) "Child" means a child of the employee under the age of one year.
- (d) "Spouse" includes a de facto spouse, including a spouse of the same sex or a former spouse.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause;
or
 - (iii) any period of leave or absence authorised by the employer or by the Award.
- (f) Long term casual employees means casual employees who are engaged, by a particular employer on a regular and systematic basis, for several periods of employment during a period of at least 2 years immediately before the employee seeks to access an entitlement.

FAMILY LEAVE AWARD

2-1-3 *Eligibility for Maternity Leave* - An employee who becomes pregnant, upon production to her employer of the certificate required by subclause 2-1-4, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of parental leave taken by the employee's spouse in relation to the same child and apart from parental leave of up to one week at the time of confinement shall not be taken concurrently with parental leave.

Subject to subclauses 2-1-6 and 2-1-9 the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

2-1-4 *Certification* - At the time specified in subclause 2-1-5 the employee must produce to her employer:

- (a) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.
- (b) A statutory declaration stating particulars of any period of parental 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.

2-1-5 *Notice Requirements* –

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in provision of subclause 2-1-4.
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in provision (b) of subclause 2-1-4.
- (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with provision (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

2-1-6 *Transfer to a Safe Job* - Where a risk assessment based on:

- (a) a doctor's certificate given by the employee to the employer; and.
- (b) the employer's obligations under the Workplace Health and Safety Act 1995;

determines that the present work of a female employee, because of her pregnancy or breast feeding, provides a risk to the health or safety of the employee or of her unborn or newborn child, the employer must temporarily adjust the employee's working conditions or hours of work to avoid exposure to the risk.

Where an adjustment is not practicable the employer must transfer the employee to a safe job which will not expose her to the risk. The job should be as nearly as possible comparable to remuneration and status of her present work.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave or available paid sick leave, for as long as a doctor certifies it is necessary to avoid exposure to risk.

2-1-7 *Variation of Period of Maternity Leave* –

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause 2-1-3:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.

- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (c) An employee and an employer may agree that the employee break the period of maternity leave by returning to work for the employer, whether on a full-time, part-time or casual basis.

2-1-8 *Cancellation of Maternity Leave –*

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed two weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

2-1-9 *Special Maternity Leave and Sick Leave –*

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave

shall not exceed the period to which the employee is entitled under subclause 2-1-3.

- (c) For the purposes of subclauses 2-1-10, 2-1-11 and 2-1-12, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this provision shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 2-1-6/ to the position she held immediately before such transfer. Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.
- (e) An employer must make a position to which an employee is entitled available to the employee.
- (f) If a long term casual employee's hours were reduced because of the pregnancy before starting maternity leave, the employer must restore the employee's hours to hours equivalent to those worked immediately before the hours were reduced.

2-1-10 *Maternity Leave and Other Leave Entitlements –*

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 2-1-3, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

2-1-11 *Effect of Maternity Leave on Employment* - Subject to this clause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement but in accordance with s 11 (4) (a) of the Industrial Relations Act 1999 shall be taken into account in calculating entitlement to annual leave to a maximum of three months:

FAMILY LEAVE AWARD

Provided that where an employee on maternity leave does not return to the service of the employer prior to or following completion of maternity leave and thereafter remain in the service of that employer for a continuous period of three months, such employee shall forfeit the right to have any part of the period of maternity leave taken into account in calculating entitlements to or in lieu of annual leave.

This proviso shall not apply in the case of termination of employment by the employer otherwise than for serious misconduct.

2-1-12 Termination of Employment –

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with the Award/Industrial Agreement relevant to that employment.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

2-1-13 Return to Work after Maternity Leave –

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by provision (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 2-1-6 hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

2-1-14 *Replacement Employees* –

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

2-1-15 *Leave Refusal - Leave not to be unreasonably refused* - An employer shall not unreasonably refuse to grant Maternity leave, proof of which circumstance shall lie upon the employer.

An Employee refused leave under these provisions may seek redress by invoking the grievance or dispute settling procedure provided, or in the absence in such procedure notification of a dispute to the Commission.

2-2 **Parental Leave**

2-2-1 *Nature of Leave* - Parental leave generically encompasses long parental leave, short parental leave or adoption leave. For the purpose of this clause (2-2) parental leave refers to leave taken by the spouse of the pregnant or adoptive employee and is exclusive of maternity and adoption leave. Parental leave is unpaid leave.

2-2-2 *Definitions* - For the purposes of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

FAMILY LEAVE AWARD

- (b) "Maternity leave" means leave of the type provided for in clause 2-1 (and includes special maternity leave) whether prescribed in an Award or otherwise
- (c) "Child" means a child of the employee or the employee's spouse under the age of one year.
- (d) "Spouse" includes a de facto including a spouse of the same sex as the employee or a former spouse.
- (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause;
or
 - (iii) any period of leave or absence authorised by the employer or by the Award.
- (g) "Long parental leave" means –
 - (i) for a pregnant employee - maternity leave; or -
 - (ii) for an employee whose spouse gives birth - leave taken by the employee to enable the employee to be the child's primary caregiver.
- (h) "Short parental leave" means leave taken by an employee, in connection with the birth of a child of the employee's spouse, at the time of the birth of the child or the other termination of the pregnancy.

2-2-3 *Eligibility for Parental Leave* - An employee, upon production to the employer of the certificate required by subclause 2-2-4, shall be entitled to one or two periods of parental leave, the total of which shall not exceed 52 weeks, in the following circumstances:

FAMILY LEAVE AWARD

- (a) An unbroken period of up to one week at the time of confinement of the spouse.
- (b) A further unbroken period of up to 51 weeks in order to be the primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday.

This entitlement shall be reduced by any period of maternity leave or adoption leave taken by the employee's spouse and long parental leave shall not be taken concurrently with that maternity leave or adoption leave. The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which they proceed upon either period of leave.

2-2-4 *Certification* - At the time specified in subclause 2-2-5 the employee must produce to the employer:

- (a) A certificate from a registered medical practitioner which names the spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) In relation to any period to be taken under provision (b) of subclause 2-2-3, a statutory declaration stating:
 - (i) the period of parental leave to become the primary caregiver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by the spouse; and
 - (iii) for the period of parental leave not to engage in any conduct inconsistent with the contract of employment.

2-2-5 *Notice Requirements* –

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which the employee proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause 2-2-4.

- (b) The employee shall not be in breach of this clause as a consequence of failure to give the notice required in provision (a) hereof if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify the employer of any change in the information provided pursuant to subclause 2-2-4.

2-2-6 *Variation of Period of Parental Leave –*

- (a) Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under subclause 2-2-3:
 - (i) the period of parental leave provided by provision (b) of subclause 2-2-3 may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of parental leave taken under provision (b) of subclause 2-2-3 may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

2-2-7 *Cancellation of Parental Leave -* Parental leave, applied for under provision (b) of subclause 2-2-3 but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

2-2-8 *Parental Leave and Other Leave Entitlements –*

- (a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause 2-2-3, an employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the absence on parental leave.

2-2-9 *Effect of Parental Leave on Employment -* Subject to this clause, notwithstanding any Award or other provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Award or Agreement but in accordance with s 11 (4) (a) of the Industrial Relations Act 1999 shall be taken into account in calculating entitlement to annual leave to a maximum of three months:

Provided that where an employee on parental leave does not return to the service of the employer prior to or following completion of parental leave and thereafter remain in the service of that employer for a continuous period of three months, such employee shall forfeit the right to have any part of the period of parental leave taken into account in calculating entitlements to or in lieu of annual leave.

This proviso shall not apply in the case of termination of employment by the employer otherwise than for serious misconduct.

2-2-10 *Termination of Employment –*

- (a) An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award/Industrial Agreement relevant to that employment.
- (b) An employer shall not terminate the employment of an employee on the ground of their absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

2-2-11 *Return to Work after Parental Leave* –

- (a) An employee shall confirm their intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave provided by provision (b) of subclause 2-2-3.
- (b) An employee, upon returning to work after parental leave or the expiration of the notice required by provision (a) hereof, shall be entitled to the position which the employee held immediately before proceeding on parental leave, or in relation to an employee who has worked part-time under this clause to the position the employee held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

2-2-12 *Replacement Employees* –

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

2-2-13 *Leave Refusal - Leave not to be unreasonably refused* - An employer shall not unreasonably refuse to grant parental leave, proof of which circumstances shall lie upon the employer.

An employee refused leave under these provisions may seek redress by invoking the grievance or dispute settling procedure provided, or in the absence in such procedure notification of a dispute to the Commission.

2-3 Adoption Leave.

2-3-1 *Nature of Leave* - Adoption leave is unpaid leave and refers to short adoption leave or long adoption leave.

2-3-2 *Definitions* - For the purposes of this clause –

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (c) "Relative adoption" occurs when a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to the child.
- (e) "Spouse" includes a de facto, spouse including a spouse of the same sex as the employee and a former spouse.
- (f) "Continuous services" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause;
or

(iii) any period of leave or absence authorised by the employer or by the Award.

- (g) "Long term casual employee" means a casual employee who has been engaged, by a particular employer on a regular and systematic basis, for several periods of employment during a period of at least 2 years immediately before the employee seeks access to this type of leave.
- (h) "Short adoption leave" means leave taken by an employee at the time of the placement of an adopted child with the employee.
- (i) "Long adoption leave" means leave taken by an employee to enable the employee to be the child's primary caregiver.

2-3-3 *Eligibility* - An employee, upon production to the employer of the documentation required by subclause 2-3-4 shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances -

- (a) An unbroken period of up to three weeks at the time of the placement of the child;
- (b) An unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.

This entitlement of up to 52 weeks shall be reduced by -

- (i) any period of leave taken pursuant to provision (a) hereof; and
- (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

2-3-4 *Certification* - Before taking adoption leave the employee must produce to the employer –

- (a) (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under provision (b) under subclause 2-3-3, a statutory declaration stating –
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

2-3-5 *Notice Requirements* –

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take:

Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under provision (a) of subclause 2-3-3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under provision (b) of subclause 2-3-3 give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with provisions (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

2-3-6 Variation of Period of Adoption Leave –

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause 2-3-3:
 - (i) the period of leave taken under provision (b) of subclause 2-3-3 may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under provision (b) of subclause 2-3-3 may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

2-3-7 *Cancellation of Adoption Leave –*

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding two weeks from receipt of notification for the employee's resumption of work.

2-3-8 *Special Leave* - The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure.

2-3-9 *Adoption Leave and Other Entitlements –*

- (a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause 2-3-3, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

2-3-10 *Effect of Adoption Leave on Employment* - Subject to this clause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement but in accordance with s 11 (4)(a) of the Industrial Relations Act 1999 shall be taken into account in calculating entitlement to annual leave to a maximum of three months:

Provided that where an employee on adoption leave does not return to the service of the employer prior to or following completion of adoption leave and thereafter remain in the service of that employer for a continuous period of three months, such employee shall forfeit the right to have any part of the period of adoption leave taken into account in calculating entitlements to or in lieu of annual leave.

This proviso shall not apply in the case of termination of employment by the employer otherwise than for serious misconduct.

2-3-11 Termination of Employment –

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with the award/industrial agreement relevant to that employment.
- (b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

2-3-12 Return to Work after Adoption Leave –

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by provision (b) of subclause 2-3-3.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

2-3-13 Replacement Employees –

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

2-3-14 *Leave Refusal - Leave not to be unreasonably refused* - An employer shall not unreasonably refuse to grant adoption leave, proof of which circumstance shall lie upon the employer. An employee refused leave under these provisions may seek redress by invoking the grievance or dispute settling procedure provided, or in the absence in such procedure notification of a dispute to the Commission.

2-4 Part-Time Work

2-4-1 *Definitions* - For the purposes of this clause –

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Spouse" includes a de facto spouse, including a spouse of the same sex as the employee and former spouse.
- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) "Continuous service" means service under an unbroken contract of employment and includes –
 - (i) any period of leave taken in accordance with this clause;

- (ii) any period of part-time employment worked in accordance with this clause;
or
- (iii) any period of leave or absence authorised by the employer or by the Award.

2-4-2 *Entitlement - With the agreement of the employer –*

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or in relation to adoption from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

2-4-3 *Return to Former Position –*

- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in provision (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

2-4-4 *Effect of part-time employment on continuous service - Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.*

FAMILY LEAVE AWARD

2-4-5 *Pro Rata Entitlements* - Subject to the provisions of this clause and the matters agreed to in accordance with subclause 2-4-8, part-time employment shall be in accordance with the provisions of the Award/Industrial Agreement relevant to that employment which shall apply pro rata.

2-4-6 *Transitional arrangements - Annual Leave* –

- (a) An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of part-time employment, in such periods and manner as specified in the annual leave provisions of the Award/Industrial Agreement relevant to that employment, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.
- (b)
 - (i) A full time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause in such periods and manner as specified in the Award/Industrial Agreement relevant to that employment as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
 - (ii) Provided that, by agreement between the employer and the employee, the periods over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

2-4-7 *Transitional arrangements - Sick Leave* –

An employee working part-time under this clause shall have sick leave entitlements which have accrued under the Award/Industrial Agreement relevant to that employment (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

2-4-8 *Part-time Work Agreement -*

- (a) Before commencing a period of part-time employment under this clause the employee and the employer shall have agreed –
 - (i) that the employee may work part-time.
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be amended by consent.
- (c) The terms of this agreement or any amendment to it shall be reduced to writing and retained by the employer. A copy of the agreement and any amendment to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to the part-time employment.

2-4-9 *Termination of Employment –*

- (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of the Award/Industrial Agreement relevant to that employment but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

- 2-4-10 *Extension of Hours of Work* - An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause 2.4.5.
- 2-4-11 *Nature of Part-time Work* - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under the Award/Industrial Agreement relevant to that employment.
- 2-4-12 *Inconsistent Award Provisions* - An employee may work part-time under this clause notwithstanding any other provision of the Award/Industrial Agreement relevant to that employment which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
- (a) Limiting the number of employees who may work part-time.
 - (b) Establishing quotas as to the ratio of part-time to full-time employees.
 - (c) Prescribing a minimum or maximum number of hours a part-time employee may work.
 - (d) Requiring consultation with, consent of or monitoring by an Industrial Organisation

Such provisions do not apply to part time work under this clause.

- 2-4-13 *Replacement Employees* -
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.
 - (b) A replacement employee may be employed part-time. Subject to this provision, subclauses 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9 and 2.4.12 apply to the part-time employment of a replacement employee.
 - (c) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and the rights of the employee who is being replaced.
 - (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of provision (e) of subclause 2.4.1.
 - (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

2-5 Exclusion

As to any award or industrial agreement listed in the Schedule hereof the detail provisions of this Award are to be read subject to any specific alterations or modifications contained in an appropriate clause in such award or industrial agreement.

PART 3 - SPECIAL RESPONSIBILITY LEAVE

3-1 Use of Sick Leave

- 3-1-1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use in accordance with this subclause up to 5 days per annum sick leave entitlement which accrues after the date of the July 1995 order for absences to provide care and support for such persons when they are ill.
- 3-1-2 The employee shall, if required by the employer, establish by production of a medical certificate and/or statutory declaration that the person concerned is ill and that the illness is such as to require care by another.
- 3-1-3 In normal circumstances, an employee shall not take special responsibility leave under this clause where another person has taken leave to care for the same person.
- 3-1-4 Special responsibility leave may be taken for part of a single day.
- 3-1-5 The entitlement to use sick leave in accordance with this clause is subject to:-
- (a) The employee being responsible for the care of the person concerned.
 - (b) The person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
 - (a) The term "immediate family" includes:
 - (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and
 - (ii) an adult child (including an adopted child, an ex foster child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 3-1-6 The employee shall, where practicable (give the employer):-
- (a) Notice prior to the absence of the intention to take leave;
 - (b) The name of the person requiring care and their relationship to the employee;
 - (c) The reasons for taking such leave; and

(d) The estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

3-1-7 Upon application by an employee, the Commission may issue orders in accordance with this clause for the purpose of providing care and support when the primary care giver is ill and unable to provide care and support for the person concerned. Application for orders may only be made after the parties have genuinely attempted to resolve the matter in accordance with the relevant dispute and grievance procedure.

3-2 Unpaid Leave for Caring Purposes

An employee may elect with the consent of the employer, to take unpaid leave.

3-3 Annual Leave

3-3-1 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties which may be taken in single day periods or parts thereof in any calendar year at a time or times agreed between the parties.

3-3-2 Access to annual leave, as prescribed in subclause 3.3.1, shall be exclusive of any shutdown period provided for elsewhere under the parent award.

3-3-3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

3-4 Time Off in Lieu of Payment for Overtime

3-4-1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer to discharge a responsibility to care for or support a person within subclause 3.1.5 whether sick or not.

3-4-2 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.

3-4-3 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the parent Award, for any overtime worked under subclause 3.4.1 where such time has not been taken within four weeks of accrual and requested by the employee.

3.4.4 This clause does not limit or detract from any provision in an award or industrial agreement dealing with time off in lieu of overtime which existed on or before 23 May 1995.

3-5 Make-Up Time

3-5-1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the parent Award, at ordinary rates.

3-5-2 An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift rate which would have been applicable to the hours taken off.

PART 4 - BEREAVEMENT LEAVE / COMPASSIONATE LEAVE

- 4-1** Where an employee does not have an Award entitlement, an employee (other than a casual or pieceworkers) on the death of a member of their immediate family or household (as defined in subclause 3.1.5) in Australia is entitled to at least 2 days paid bereavement leave per occasion (non-cumulative). Proof of such death shall be furnished by the employee to the satisfaction of the employer.
- 4-2** Where bereavement* leave provision exists in the relevant/parent Award, such provision will be deemed to include an entitlement to such leave upon death of a member of the immediate family or household (as defined in subclause 3.1.5) in Australia.
- 4-3** An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household ' in Australia dies and the period of bereavement leave entitlement (provided in clause 4.1 or 4.2) is insufficient.

* Reference to bereavement leave in this clause is synonymous with compassionate leave where such provisions in relevant/parent awards relate to the death of a relative.

Dated this sixteenth day of May, 2000.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 3 April 2000
Repeal and New Award - Family Leave Award
Released: 9 February 2001

FAMILY LEAVE AWARD

Schedule

Schedule of Awards and Industrial Agreements to which this Award has application.

Name of Award or Industrial Agreement	Case No.	Date of Operation
Advertising Sales Representatives' Award - State	B518 of 1992	23 November 1992
Advertising Sales Representatives' (Qld Country Press Assoc.) Award	B517 of 1992	23 November 1992
Advertising Sales Representatives' (Regional Daily Newspapers) Award	B516 of 1992	23 November 1992
Aerated Water Factories' Industry Award – State	B79 of 1992	1 May 1992
Agricultural Produce, Fruit and Grain Stores' Award – Southern Division Eastern District	B223 of 1992	10 June 1992
Anglican Boarding Schools & Colleges (excl SE Qld) Industrial Agreement	B531 of 1992	14 December 1992
Aust Environmental Pest Managers Assoc Ltd – Industrial Agreement	IA12 of 1994	20 May 1994
Aust Red Cross Blood Service – Qld Employees Award – State	B2267 of 1997	6 April 1998
Award for Accommodation and Care Services Employees in Homes for Aged Persons – State (Excl SE Qld)	B77 of 1992	1 May 1992
Award for Accommodation and Care Services Employees in Homes for Aged Persons – SE Division	B164 of 1992	1 May 1992
Bag-Making Award – SE Division	B79 of 1992	1 May 1992
Baking & Pastrycooking (Retail Stores) Award – Nth Division	B78 of 1992	1 May 1992
Baking and Pastrycooking (Retail Stores) Award Sth & Mackay Divisions	B166 of 1992	6 May 1992
Baking Industry Award – Sth & Mackay Divisions	R185-3 of 1989, R33 of 1990, R1-3 of 1992	24 September 1992
Baking, Processing, Distribution and Manufacturing Industry Award – Nth Division	R83-2A of 1989	29 October 1992
Barrier Reef Retail Pty Ltd – Industrial Agreement	B78 of 1992	1 May 1992
Beauty Therapy Industry Award – State	B82 of 1992	1 May 1992
Biostil Plant-CSR Plane Creek – Industrial Agreement	IA55 of 1994	5 December 1994
Biscuit Manufacturing Industry Award – State	B2107 of 1995	17 December 1996
Blastcoaters Offsite Award – State	B272 of 1993	20 July 1993
Boarding House Employees Award – State (Excl SE Qld)	B1605 of 1995	4 December 1995
Boarding Schools, Residential Colleges and other Non-Commercial Establishments Accommodation Award – SE Division		7 April 1997
Barollon Private Correctional Facility Employees Award	B827 of 1994 B594 of 1996	6 October 1994
Bowen Coke Pty Ltd – Bowen Coke Works – Industrial Agreement	IA11 of 1994	23 March 1994
Brewing Industry Award – State	B132 of 1992 B164 of 1992	1 May 1992
Brewing Industry - Queensland Breweries Employees' Award	B529 of 1994	2 December 1994

FAMILY LEAVE AWARD

Brisbane Abattoir Award	B62 of 1992	6 July 1992
Brisbane Abattoir Award	B62 of 1992	6 July 1992
Brisbane City Council - Construction, Maintenance and General Award	R5-2 of 1989	2 August 1993
Brisbane City Council Engine Drivers'	B406 of 1995	1 May 1995
Brisbane City Council - Miscellaneous Workers' Award	B164 of 1993	4 May 1993
Brisbane Market Trust- Market Officers and Cleaners - Industrial Agreement	B166 of 1992	6 May 1992
Building Construction Industry Award - State	R17-0 of 1993	31 January 1994
Building Products, Manufacture and Minor Maintenance Award - State	R16-3 of 1993	31 January 1994
Building Trades Award - State	B252 of 1992	22 June 1992
Building Tradesmen's (Other Than Plumbers) and Builders' Labourers' Construction Award - State	B304 of 1991	1 May 1992
Bulk Loading- Abbot Point Bulkcoal Pty Ltd Award	B54 of 1998	3 February 1998
Bulk Terminals Award - State	R162-5 of 1989	24 October 1997
Bundaberg Bag Company Pty. Ltd. - Industrial Agreement	B320 of 1992	7 September 1992
Bundaberg Sugar Company Limited- Plantation Employees- Industrial Agreement	B81 of 1992	1 May 1992
Butter and Cheese Manufacturing Award - Northern and Mackay Divisions	B79 of 1992	1 May 1992
Cairns Marine Terminal Pty. Ltd., Trading as'GBR (Diving) Centre' Industrial Agreement	B473 of 1992	2 November 1992
Cairns Parkroyal - Industrial Agreement	B77 of 1992	1 May 1992
Canteen Employees - Provincial Traders Pty Ltd – Industrial Agreement	B163 of 1992	22 June 1992
Carbon Consulting International Pty Ltd, Cargo Superintendents Co. (Asia) Pty Ltd, and S.G.S. Australia Pty Ltd Employees- State - Industrial Agreement	IA66 of 1993	16 December 1993
Caretaker, Cleaners and Turnstile Attendants- Swimming Pool - Townsville City Council - Industrial Agreement	B167 of 1992	4 May 1992
Carting Trade Award - Northern and Mackay Divisions	B81 of 1992	1 May 1992
Catholic Boarding Schools and Colleges Employees (Excluding South-East Queensland) - Industrial Agreement	IA102 of 1995	2 October 1995
Cemetery Employees' Award - State	B164 of 1992	1 May 1992
Cerebral Palsy League of Queensland Award	B2343 of 1996	14 February 1997
Child Care Industry Award - State	R27-3 of 1991, B463 of 1993 B395, BSI9, B543 and B561 of 1994 and B 13 of 1997	1 January 1997
Civil Construction, Operations and Maintenance General Award - State	B28 of 1993	25 February 1993
Clay Products Industry Award - State	R115-3 of 1989 and R12-0 of 1993	23 August 1993
Clerical and Administrative Award - Sugar Mills- State	B228 of 1994	18 April 1994
Clerical and Administrative Staff Queensland University of Technology Student Guild- Industrial Agreement	B110 of 1992	20 March 1992
Clerical Award - Hotels, Resorts and Certain Other Licensed Premises Award - State (South East Queensland)	B836 of 1996	25 February 1997
Clerical Award - Private Hospitals - State	B1557 of 1994	4 March 1996

FAMILY LEAVE AWARD

Clerical Award - Registered and Licensed Clubs- State	R137-3 of 1989	29 August 1994
Clerical Employees Award - State	B108 of 1992	1 May 1992
Clerks' Award - Hotels and Registered Clubs- State	B109 of 1992	8 May 1992
Clerks' Award - Permanent Building Societies - State	B108 of 1992	1 May 1992
Clerks - Mirror Newspapers Limited- Industrial Agreement	B110 of 1992	20 March 1992
Clerks - Queensland Newspapers Pty. Ltd. - Industrial Agreement	B110 of 1992	20 March 1992
Clothing Trade Award - State (Excluding South-East Queensland)	2R116-1 of 1989	1 March 1993
Clubs Etc. Employees' Award - South East Queensland	B132 of 1992 B 164 of 1992	1 May 1992
Cold Storage Employees' Award - Queensland Riverside Cold Stores (P. & O. Australia Ltd.)	B79 of 1992	1 May 1992
Commercial Travellers' Award - State	B520 of 1992	23 November 1992
Confectioners' Award - South-Eastern Division	B224 of 1992	10 June 1992
Contract Catering and Industrial Services Award – SE District	B163 of 1992	22 June 1992
Contract Cleaning Industry Award - State	R41-4 of 1990	1 July 1996
Cootharinga Society of North Queensland (Enterprise) Award	B759 of 1995	2 January 1995
Copper Refineries Pty Ltd Award - State	B444 of 1997	20 March 1997
Cotton Ginneries, Cotton Oil and Other Seed Oil Manufacturing Employees' Award - State	B79 of 1992	1 May 1992
The Credit Unions' Administrative and Clerical Officers' Award - State	B108 of 1992	1 May 1992
Crematorium Employees' Award - State	B164 of 1992	1 May 1992
Dental Assistants' Award - State (Exclusive of Public Hospitals)	B164 of 1992	1 May 1992
Dental Technicians' Award - State	B164 of 1992	1 May 1992
Department for Social Mission of the Presbyterian Church of Queensland - Industrial Agreement	B77 of 1992	1 May 1992
Disability Support Workers Award - State	B1595 of 1998	1 June 1998
Distillery and Rum Bottling Award - Bundaberg	B79 of 1992	1 May 1992
District Abattoir Boards' Award - State	B173 of 1992	22 June 1992
District Health Services Employees' Award - State and	B2134 of 1995 B 848 of 1996	1 February 1997
Diversional Therapy - AWU - Industrial Agreement	B581 of 1992	4 January 1993
Douglas Developments Pty. Ltd. - Tourist Employees- Industrial Agreement	B77 of 1992	1 May 1992
Drum Reconditioning - C.J. Kelly Pty. Ltd. - Industrial Agreement	B79 of 1992	1 May 1992
Drum Reconditioning- Stuart Drum Company- Industrial Agreement	B79 of 1992	1 May 1992
Dyeing and Dry Cleaning Industry Award - State (Excluding South-East Queensland)	B78 of 1992	1 May 1992
Early Childhood Education Award - State	B491 of 1993	11 October 1993
Edible Nut Processing Award - State	R9-1 of 1991	15 April 1996
Electrical Contracting Industry Award - State	R4-2E of 1989	1 February 1993
Electricity Generation, Transmission and Supply Award - State	B1306 of 1994	9 March 1995
Electricity Supply Industry Employees' Award - State	B41 of 1992	12 November 1992
Electricity Supply Industry Employees' Transitional Restructuring Award - State	R21-0 of 1993	27 December 1993
Employees - Anglican Boarding Schools and Colleges (Excl SE Qld) – Industrial Agreement	B77 of 1992	1 May 1992
Employees - Birch Carroll and Coyle Limited Multi-Cinema Complex - Industrial Agreement	B113 of 1992	31 March 1992
Employees - Cook Freeze Pty. Ltd. - Industrial Agreement	B79 of 1992	1 May 1992
Endeavour Foundation - Industrial Agreement	IA26 of 1994	4 July 1994

FAMILY LEAVE AWARD

Engineering Award - State -	R1-2D, RI-3, R4-2C and R4-3 of 1989	2 March 1992
Epic Employment Services Incorporated - AWU -Industrial Agreement	B77 of 1992	1 May 1992
Everhard Industries Pty. Ltd. - Industrial Agreement	B79 of 1992	1 May 1992
Farm Hands, &c., Award - Queensland Agricultural College	B79 of 1992	1 May 1992
Fast Food Industry Award - South-Eastern Division	B164 of 1992	1 May 1992
Fast Food Industry Award - State (Excluding South-East Queensland)	B77 of 1992	1 May 1992
Fast Food Industry Award - State (Excluding South-East Queensland) - Great Australian Ice Creamery - Industrial Agreement	IAI2 of 1997	24 February 1997
Fast Food Industry Award - State (Excluding South-East Queensland) - The Coffee Club, Rockhampton- Industrial Agreement	IA79 of 1995	1 August 1995
Fertilizer Industry Award - State	2R179-IA of 1989	14 December 1992
Fishery Employees' Award - State	B79 of 1992	1 May 1992
Flight Nurses (Roya1 Flying Doctor Service - Queensland) - Industrial Agreement	IA24 of 1994	7 July 1994
Floral Bouquets, Novelties, Etc., Making Award - State	B78 of 1992	1 May 1992
Food and Drug Store Employees' Award - Southern Division (Eastern District)	B225 of 1992	10 June 1992
Food Production P&O Prepared Foods (Wacol) - Award	B894 of 1994, B321 and B695 of 1995	13 September 1994
Forest Resource Industry- Employees- Corinthian Industries (Qld) Pty. Ltd. - Industrial Agreement	A27 of 1992	14 May 1992
Forest Resources - Hancock Bros. and AWU - Industrial Agreement	B373 of 1992	5 August 1992
Forest Resources Industry Award - State	B154 of 1992	1 May 1992
Forest Resources Industry (CSR Softwoods) Award - State	B82 of 1992	1 May 1992
Forestry Employees' Award – Dept of Primary Industries & the Dept of Natural Resources	B405 of 1995	5 January 1995
Fruit and Vegetable Growing Industry Award - State	B79 of 1992	1 May 1992
Funeral Services Award - State	B164 of 1992	1 May 1992
Furniture and Allied Trades Award - State	B317 of 1992	20July 1992
Garage and Service Station Attendants' Award - State (Excluding South-Eastern District)	B81 of 1992	1 May 1992
Gas Industry Award - State	B81 of 1992	1 May 1992
General Stores, Warehousing and Distribution Award - State	B533 of 1993	14 September 1994
Gladstone Power Station Award - State	B105 of 1994	30 March 1994
Glass Bottom Water Bikes- Industrial Agreement	IA80 of 1996	4 November 1996
Golden Casket Lottery Corporation Employees' Award - State	B622 of 1996	13 May 1996
GoPrint Award - State	B620 of 1992	14 December 1992
Grain and Associated Products Milling Award - Southern Division	B427 of 1992	7 September 1992
Greenkeeping Industry Award - State	R39-3 of 1990	4 January 1993
Grundy Entertainment Pty. Ltd. - Industrial Agreement	B372 of 1992	5 August 1992
Hairdressers' Industry Award - State	2R101-1 and R101-3 of 1989 2R50-1 and R50-3 of 1990 R22-0 and R22- 1 of 1992	5 July 1993

FAMILY LEAVE AWARD

Hamilton Islands Employees- Industrial Agreement	IA114 of 1995	15 December 1995
Hayman Island Resort (Marine) - Industrial Agreement	IA44 of 1993	5 October 1993
Hilton International Cairns- Industrial Agreement	B77 of 1992	1 May 1992
Holiday Apartments- Industrial Agreement	IA20 of 1993	28 May 1993
Hospital Nurses' Award - State	B182 of 1992	5 May 1992
Hotels, Motels, Resorts and Accommodation- Industrial Agreement	IA88 of 1996	19 March 1997
Hotels Resorts and Accommodation Industry Award - South Eastern Division	- B132 of 1992	1 May 1992
Hotels, Resorts and Certain Other Licensed Premises Award - State (Excluding South-East Queensland)	B766 of 1996	26 September 1996
Ice Cream and Frozen Confectionery Manufacturing Award - State	B79 of 1992	1 May 1992
Jam, Preserved Fruit and Vegetable Processing Award - Southern Division (Eastern District)	B227 of 1992	10 June 1992
Jewellers and Watchmakers Award - State	B 169 of 1992	4 May 1992
Kingfisher Bay Resort and Village Award	B193 of 1994 & others	25 July 1994
Laboratory Personnel – Provincial Traders Pty Ltd – Industrial Agreement	B136 of 1992	22 June 1992
Laundry Workers Award - Brisbane	B166 of 1992	6 May 1992
Legal Aid Queensland Employees' Award - State	B1771 of 1997	5 November 1997
Local Government Employees' (Excluding Brisbane City Council) Award - State	R37-4 of 1989 B324 of 1990 R172-3 of 1989	31 May 1993
Mackay Region Hospitality Employees - Industrial Agreement	IA60 of 1995	1 July 1995
Malthouse Employees' Award - South-Eastern Division	B132 of 1992	1 May 1992
Margarine Manufacturing Award - Southern Division	B163 of 1992	22 June 1992
Masters and Engineers' Award - Port of Brisbane	B477 of 1996	1 April 1996
Masters and Engineers' Award - Port of Brisbane - Moreton Tug & Barge Co. Pty Ltd- Industrial Agreement	B477 of 1996	1 April 1996
Masters, Mates and Engineers' Award, Motor Vessels 2500 BHP/1866kWBP and Under- State (Excluding the Port of Brisbane)	B477 of 1996	1 April 1996
Masters, Mates and Engineers- Reef Management Pty. Ltd. - Industrial Agreement	2R98-I of 1990 2R4-1 of 1993	1 November 1993
Meals on Wheels Services Award - State	B877 of 1998	6 April 1998
Meat Export (Mechanical) Award - State	B1222 of 1994	18 November 1994
Meat Industry (Other than Export) Award - State	B173 of 1992	22 June 1992
Meat Industry (Private Export Companies) Mechanical Etc. Industrial Agreement	B151 of 1996	26 February 1996
Mechanical Engineering Award - State - Thomas Borthwick & Sons (Australasia) Limited- Industrial Agreement	B153 of 1996	23 February 1996
Medical Imaging and Radiation Therapy Employees (Private Sector) Award - State	B1775 of 1995	2 November 1998
Medium Density Fibreboard Production ACI Australia Limited Trading as Laminex Industries- Industrial Agreement	B79 of 1992	1 May 1992
Metalliferous Mining Award - State - Commercial Minerals Limited CM Division- Industrial Agreement	B81 of 1992	1 May 1992
Metropolitan Race Clubs Maintenance Employees' Award - Brisbane and Ipswich	B82 of 1992	1 May 1992
Milk Treatment, Milk Products Manufacture, and Milk, Etc., Distribution Award - Northern and Mackay Divisions	B79 of 1992	1 May 1992
Milk Treatment, Milk Products Manufacture, and Milk, Etc., Distribution Award - South-Eastern District	B79 of 1992	1 May 1992

FAMILY LEAVE AWARD

Mineral Sands Industry Award - State	B81 of 1992	1 May 1992
Mining (Non-Coal) Award - State	R177-3 of 1989	1 February 1997
Miscellaneous Workers' Award - State	B162 of 1992	27 April 1992
Moreton Hire Service - Trade, Public Promotion & Hire Services Employees Industrial Agreement	!A21 of 1997	7 March 1997
Motor Vehicle Salesmen's Award - Northern and Mackay Divisions	B79 of 1992	1 May 1992
Motor Vehicle Salespersons Award - Southern Division	B136 of 1992	6 May 1992
Motoring Services Award - South-Eastern District	B162 of 1992	27 April 1992
Mount Isa Mines Limited Award	B81 of 1992	1 May 1992
Municipal Baths Attendants Award - State	B167 of 1992	4 May 1992
Nestle Australia Ltd. - Gympie Factory Employees Award	B79 of 1992	1 May 1992
North Goonyella Coal Mine Catering- Industrial Agreement	IA70 of 1993	22 February 1994
North Queensland Boating Operators Employees Award - State	B1189 of 1994	7 November 1994
Nurserymen's Award - State	B78 of 1992	1 May 1992
Nurses' Aged Care Interim Award - State	B182 of 1992	5 May 1992
Nurses' Award - Domiciliary Nursing Services - State	B182 of 1992	5 May 1992
Nurses' Award - State	B182 of 1992	5 May 1992
Off Shore Island Resorts- Industrial Agreement	IA20 of 1997	5 March 1997
Oil Industry - Oil Re-Refining Oil and Chemical Industries Pty. Ltd. - Industrial Agreement	B81 of 1992	1 May 1992
Paint Industry Award - State	B363 of 1999	1 September 1999
Paperboard Manufacturing, Wastepaper Handling- Australian Paper Manufacturers - Industrial Agreement	B79 of 1992	1 May 1992
Parents and Citizens Associations' Retail Employees- Industrial Agreement	IA23 of 1993	23 April 1993
Passenger Vehicle Drivers Etc., Award -Northern and Mackay Divisions	B80 of 1992	1 May 1992
Pest Control Industry Award - State	B81 of 1992	1 May 1992
Pharmaceutical Employees' Award - State (Exclusive of Public Hospitals)	B 164 of 1992	1 May 1992
Pharmacy Assistants Interim Award - State	B521 of 1997	26 March 1997
Photographic Employees' Award - State	B 166 of 1992	6 May 1992
Physiotherapists' Award - State	R111-3 of 1990	22 August 1994
Pig Breeding and Raising Award - State	B439 of 1991 and R112-1 of 1989	1 December 1992
Port of Brisbane Corporation Employees' Award	B1170 of 1996	23 July 1996
Ports Corporation Employees Award – State	B538 of 1993	25 October 1993
Poultry Farm and Hatchery Employees' Award – State	B78 of 1992	1 May 1992
Poultry Processing Award - State	B173 of 1992	22 June 1992
Prawn and Other Sea Food Processing Award - State	B79 of 1992	1 May 1992
Presbyterian Boarding Schools and Colleges Employees (Excluding South East Queensland) - Industrial Agreement	B77 of 1992	1 May 1992
Principals' Award - Catholic Schools Queensland	B 1956 of 1997	25 May 1998
Principals' Award - Non Governmental Schools- State	B 1299 of 1996	1 January 1998
Printing Industry Award - State	R167-3 of 1989	20 July 1992
Private Hospital Nurses' Award - State	B2245 of 1997	21 January 1998
Private Hospitals and Nursing Homes Industry Award - State	R82-3 of 1989 and B 1823 of 1995	2 January 1996
Professional and Administrative Award - Queensland Performing Arts Centre - State	B122 of 1992	13 May 1992
Professional and Technical Employees- Red Cross Transfusion Service - Industrial Agreement	B121 of 1992	16 April 1992

FAMILY LEAVE AWARD

Professional Engineers' Award - State	B257 of 1992	15 June 1992
Professional Scientists' Award - State	B1580 of 1997	15 December 1997
Property Sales Award Queensland- State	B1478 of 1995	1 July 1997
Public Hospitals Employees' Award - State	B77 of 1992	1 May 1992
QCL Dredging Award - State	B83 of 1992	1 May 1992
Queensland Aids Council Incorporated Enterprise Award - State	B355 of 1994	1 June 1994
Queensland Building Services Authority Employees Award - State	B145 of 1992	1 July 1992
Queensland Fire Services Interim Award - State	B546 of 1995 B 1221 of 1995 B 1288 of 1995	11 December 1996
Queensland Fire Service - Professional Technical and Administrative Employees- Industrial Agreement	A56 of 1992 IA15 of 1996	14 September 1992 13 September 1996
Queensland Fire Service - Rural Fire Division- Industrial Agreement	A49 of 1992	19 August 1992
Queensland Industry Development Corporation Officers' Award - State	B63 of 1994	5 May 1994
Queensland Investment Corporation- Clerical and Administrative Employees' Award - State	B431 of 1993	13 October 1993
Queensland Nickel Employees' Award - State	R14-0 of 1992	19 June 1992
Queensland Nursing Council Employees' Award – State	B744 of 1995	11 May 1995
Queensland Rail Award - State	B360 of 1995 B1534 of 1995 B1001 of 1996 B1018 of 1996	23 September 1996
Queensland Rural Adjustment Authority Employees' Award - State	B1173 of 1996	18 July 1996
Queensland Small Business Corporation Employees' Award - State	B261 of 1994	19 April 1994
Queensland Spastic Welfare League (Equipment Technology Services) - Industrial Agreement	IA9 of 1997	31 January 1997
Queensland Sugar Corporation Sugar Cane Testers Award - State	B733 of 1995	1 June 1995
Queensland University of Technology Student Guild- Administrative Employees - Industrial Agreement	IA55 of 1993	15 November 1993
Queensland University of Technology Student Guild- Industrial Agreement	IAS4 of 1993	15 November 1993
Rabbit Board Employees Award - State	B79 of 1992	1 May 1992
Racecourses and Showground Employees Award - Brisbane	B82 of 1992	1 May 1992
Racecourse Employees Award - Southern Division (Eastern District)	B82 of 1992	1 May 1992
Radisson Plaza Hotel - Industrial Agreement	B77 of 1992	1 May 1992
Red Cross Blood Transfusion Service Employees' Award - State	B121 of 1992	16 April 1992
Regional Health Authorities- Senior Medical Officers' and Resident Medical Officers' Award - State	R7-3 of 1992	1 February 1995
Remand and Reception Centre (Brisbane) - Employees - Industrial Agreement	B285 of 1993	9 August 1993
Residential Colleges (University of Queensland St. Lucia Campus) Award - South-Eastern Division	B2000 of 1996	1 January 1997
Retail Industry Interim Award - State	R13-0, R16-0, R17-0 and R3-4 of 1989 and R34-I of 1990	10 May 1993
Rice Milling and Rice Storing- Lower Burdekin Rice Producers' Co-operative Association - Industrial Agreement	B79 of 1992	1 May 1992
River Connections Pty Ltd - Industrial Agreement	IA23 of 1997	24 March 1997

FAMILY LEAVE AWARD

Road Service Patrols Award - Royal Automobile Club of Queensland	B 1223 of 1994	18 November 1994
Rocky Point Products Industrial Agreement	IA 10 of 1997	11 February 1997
Royal Queensland Bush Children's Health Scheme - Industrial Agreement	B77 of 1992	1 May 1992
Rubber and Plastic Industry Award - State	B79 of 1992	1 May 1992
Rubber Boot, Shoe and Rubber Goods Manufacturers' Award - SE Division	B79 of 1992	1 May 1992
Salt Industry Award - State	R20-0 of 1992	12 December 1992
Sanctuary Cove Employees Award	B77 of 1992	1 May 1992
School Officers' Award - Non-Governmental Schools	B124 of 1991	27 February 1995
Sea Swift Pty. Ltd. - Industrial Agreement	B79 of 1992	1 May 1992
Security Industry (Contractors) Award - State	B 165 of 1992	18 May 1992
Senior Officers' Award - Queensland Fire Service	B 191 of 1994	30 May 1994
SEPR Australia Pty Ltd- Refractory Brick Manufacturing- Industrial Agreement	IA85 of 1995	15 September 1995
Silo Employees' Award - Northern Division	B79 of 1992	1 May 1992
Skyrail Rainforest Cableway Employees' Award	B 114 of 1996	1 July 1996
The Smith's Snackfood Company Ltd, Tingalpa, Qld Award 1998	B 1689 of 1998	21 September 1998
Soap and Washing Soda Crystal Manufacturers' Award - Southern Division (Eastern District)	B229 of 1992	10 June 1992
Sports Ground Employees' Award - Southern Division (Eastern District)	B82 of 1992	1 May 1992
Storemen and Packers- Campbells Cash & Carry Pty. Limited- Industrial Agreement	B434 of 1994	4 July 1994
Storemen and Packers- Davids Holdings Pty. Limited- Grocery and Variety Distribution Centre - Industrial Agreement	B434 of 1994	4 July 1994
Stradbroke Ferries Pty. Ltd. - AWU - Industrial Agreement	IA32 of 1993	23 August 1993
Subway - Fast Food Industry Award - South-Eastern Division - Industrial Agreement	IA39 of 1994	28 October 1994
Sugar Industry Award - State	B81 of 1992	1 May 1992
Sugar Refiners' Award - Millaquin and Brisbane	B81 of 1992	1 May 1992
Suncorp Award – State	B585 of 1994	25 July 1994
Take-away Food Production Employees – Golden Dragon Products, Zillmere – Industrial Agreement	A22 of 1992	13 April 1992
Tanning Industry Award – State	B163 of 1992	22 June 1992
Tea Industry Award – State	B79 of 1992	1 May 1992
Teachers' Award – Non-Governmental Schools	B491 of 1993	11 October 1993
The Draftperson, production Planners and Engineering Assistants Award – State	B525 of 1997	8 September 1997
Theatrical Employees' Award – State	B496 of 1992 B971 of 1995	31 August 1995
Theatrical Employees – Local Authority Area Theatres – Industrial Agreement	B113 of 1992	31 March 1992
Tobacco Farm Workers – Industrial Agreement	B79 of 1992	1 May 1992
Toll Collectors Etc., Employees Award – State	B80 of 1992	1 May 1992
Totalisator Administration Board of Qld Employees' Award - State	B1637 of 1996	8 October 1996
Van Salesmen's Award – Sth Division	B519 of 1992	23 November 1992
Veterinary Employees – Animal Protection League – Industrial Instrument	B104 of 1992	13 May 1992
Vision Qld Award – State	B890 of 1998	12 June 1998
Wall Panels & Fixtures Processing & Manufacture – AJ Bates (Aust) Ltd – Industrial Agreement	B79 of 1992	1 May 1992
Wheaten, Biscuit Production Employees – Lemlodge Pty Ltd – Industrial Agreement	A66 of 1992	11 November 1992

FAMILY LEAVE AWARD

Wine & Spirit Stores Award SE District	2R12-1C of 1990	9 June 1992
Wool Classers and Wool Sorters (Other than Wool Classers & Wool Sorters Employed in Shearing Sheds) Award – SE Division	B79 of 1992	1 May 1992
Work Venture Incorporated – AWU – Industrial Agreement	B77 of 1992	1 May 1992
Yatala Pies Pty Ltd – Industrial Agreement	A65 of 1992	11 November 1992
Zarb Road Transport Pty Ltd – industrial Agreement	IA5 of 1997	16 June 1996