

MODERN AWARDS REVIEW 2023-24 (AM2023/21)

SUBMISSION COVER SHEET

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Modern Award Review Stream:

Delegates Rights

How to prepare a submission

Submissions should be emailed to awards@fwc.gov.au. Directions set out the due dates for submissions. Directions are issued by a Member of the Commission and will be published on the [Commission website](#).

Make sure you use numbered paragraphs and sign and date your submission.



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A Introduction- The Special Case for Delegates working in or for Government

1. The Community and Public Sector Union (CPSU) and associated bodies (state unions) has industrial coverage of workers in a range of industries and occupations in State, Territory and Commonwealth Governments, Government Corporations, and Private Sector Corporations and Non Government Organisations that have been privatized or operate in competition with government services. There are two groups within the CPSU with joint federal leadership.
 - PSU Group – Commonwealth and Territory Governments
 - SPSF Group – State Governments
2. This is a submission of the Community and Public Sector Union- State Public Services Federation Group.
3. On 18 January 2024, The President of the Fair Work Commission made a statement and timetable on how the Commission was going to implement the Delegates Rights provisions as passed by the Fair Work Legislation Amendment (Closing Loopholes) Act 2023.
4. On 10 May 2024, the President of the Commission published a statement in matter number (AM2024/6) with an *Attachment A- Draft modern awards delegates' rights term*.
5. The CPSU supports the submissions of the ACTU regarding a default provision.
6. However, we seek to have all awards that we have members or are eligible to have members, or where our members could be transferred into have a differential delegate right to trade union training leave.

The main awards where the CPSU coverage extends include:

- Higher Education Industry-General Staff-Award 2020 (See C)
- Victorian Government Schools Award 2016
- Victorian State Government Agencies Award 2015
- Victorian Public Service Award 2016
- State Government Agencies Award 2020
- Legal Services Award 2020
- Water Industry Award 2020
- Fire Fighting Industry Award 2020
- Professional Diving Industry (Industrial) Award 2020
- Gardening and Landscaping Services Award 2020
- Social, Community, Home Care and Disability Services Industry Award 2010
- Electrical Power Industry Award 2020
- Educational Services (Post-Secondary Education) Award 2020
- Educational Services (Schools) General Staff Award 2020
- Clerks—Private Sector Award 2020
- Corrections and Detention (Private Sector) Award 2020

We also have potential coverage into several of the professional occupational Awards.

7. The main mechanisms that our members in the CPSU SPSF Group become eligible to become Fair Work legislation covered workers is by:

- Working in the Victorian Public Service or Agencies
- Working in a corporatized agency or utility or trading agency
- Working in a Statutory Utility, TAFE, Education Institution or University
- Working for an entity that becomes federated through the COAG or Ministerial Council processes
- Working for a company in competition with the public service
- Working for a greenfield employer created to undertake a service for a government
- Working in a service that has been privatized (to a corporation or NGO)

B Structure of Access to Entitlement and Entitlement of Delegates Rights in Our Sector

8. Attached at **Appendix A** is a non-exhaustive summary of the delegates' rights provisions currently contained in state industrial instruments.
9. There are also inclusions of several of the national system enterprise agreement provisions that also demonstrate the flow on of delegates rights provisions into our federal system workplaces.

B.1 Structure of Access to Entitlement

10. The entitlement to trade union training leave appears to revolve around the right to the individual delegate, and not based on the size of the workplace or the employer as is proposed by the default clause.
11. The entitlement is also available in several states to the broader cohort of members of the Union, not just delegates. This method is preferred because in order for a delegate to be able to fully function as a delegate, they need training. If they do not have the training up front, even before they are elected as a delegate, they will still get enquiries from members which will reduce confidence of the members and also the delegate if they are unable to fulfil their role adequately.

B.2 The Entitlement

12. This right is minimally 5 days per year across the country in our areas of coverage, with differentiations that increase this entitlement including making the entitlement pooled over two years, including up to 12 days over two years. University members are entitled to a higher number of days as discussed below.
13. The default model proposed by the Commission appears to be based on the model provided under the harmonized model of WHS legislation. Whilst that model was chosen for Health and Safety Representatives based on a review of legislation present at the time, within a broad yet defined area of health and safety, a delegate's role is much broader as demonstrated by some of the training offered by our branches. These include courses in the following areas:
 - Trade Union Governance
 - Intro to the Union
 - Role of the Delegate part 1 and 2

- Psychological Health and Safety
- WHS for delegates
- Organising around WHS
- Your Right in Workers Compensation
- Enterprise bargaining
- Dealing with Restructures
- Advanced Meeting and Negotiation Skills
- Dealing With Workplace Bullying
- WHS Risk Management
- Dealing with Sexual Harassment and Discrimination
- Women in the Union

14. The above list would take 11 years to complete under the proposed modern award clause but are all currently offered and able to be completed in under 3 years at present.
15. An additional argument for increasing the quantum in our areas of coverage for the second year and every year after to 5 days is the coverage of enterprise agreements in our sector. At present we rarely rely on the modern award. When members move from state award coverage to federal system coverage, enterprise bargaining and training for this process is often over several days to preserve conditions of the copied state award.
16. Enterprise bargaining is focused on the enterprise , rather than sector wide bargaining that usually occurs in the state system. These delegates need to be brought up to speed with the bargaining process, how to plan a bargain etc., allowable matters, PABO's certification, and the Fair Work system etc. The Proposed entitlement would leave little entitlement to the other parts of the union delegate role and prohibit all but new delegates from participating in multiple day enterprise bargaining training.
17. Additionally when members employment is privatized and the modern award is the comparison BOOT document after a five year copied state award, or when the employer does not transfer state system employees but establishes a greenfield workplace, the delegates right provisions should not be less than what is offered in the sector.
18. A good example of why it is important maintain our conditions to our industry conditions is the Corrections and Detention (Private Sector) Award 2020. This award is a creation of the private sector security industry for outsourced government work.
19. Prisons and detention centres are not organically formed as free enterprises, but are always established through the legislation in a jurisdiction, most often through transfer of a correctional service to a private provider under strict supervision of the State's correction management. The government prison service through contracts or actual operations remains in control of these services to a large degree. The existence of this award is solely reliant on privatization of government services. These workers when trying to get better conditions than the above award have the BOOT comparison as the modern award> They cannot simply refer to the delegates rights available under the government principal contractor but must refer to the modern award to seek their entitlements. It does not make sense to provide different delegates entitlements for workers doing the same work, effectively for the same Agency, whilst sometimes

working beside each other.

Recommendation

1. For modern awards where state government services are referred, transferred or provide employment conditions for privatized services, that the following provisions are included in the delegates rights clauses for trade union training leave:

- a) That delegates are entitled to a minimum 5 days per year of trade union training leave**
- b) That this entitlement can be taken in up to ten days in a calendar year as long as there is no more than 10 days over two years**
- c) That the entitlement is based on the individual delegate's right to the trade union training leave, regardless of the size or structure of the workplace.**

C Special Case for Universities differentiation

- 20.** The Universities Sector has universally more generous provisions than what is the suggested default provision.
- 21.** The University sector in enterprise agreements has more generous provisions regarding:
 - Workplace facilities and offices
 - Workplace Union executive being paid to work part or full time on union work
 - Much more generous trade union training leave.
- 22.** In the 2005 the Higher Education Legislation Amendment (Workplace Relations Requirements Act 2005 (HEWRRs) attempted to get Universities to strip delegates rights from a range of agreements around the country. This saw a number of Universities hide these rights through deeds and other arrangements, and these conditions have not returned to all agreements in the sector but most.
- 23.** University Owned Enterprises are a method employed to reduce the entitlement for workers being employed into the sector. This approach often sees unorganized workers accept lower pay and conditions for work considerably similar to workers down the hall of the same building, as they are compared to the relevant modern award rather than the enterprise agreement for that institution.
- 24.** Having robust delegates rights similar to the University means that when these workers go to bargaining table, they will be able to also come equipped with the same rights as their colleagues who are direct employed by the University.
- 25.** The proposed default modern award clause should not be used as a mechanism to reduce conditions in the industry, including with new employees in University Owned Enterprises, nor bargaining power in the industry.
- 26.** The CPSU have not been able to discuss with other University unions what they propose.
- 27.** We would like to propose the following recommendation unless a more appropriate approach has been suggested by other University unions.

Recommendations

2. *That the University sector and the HEGS modern award is also differentiated from the modern award default clause.*
3. *That research is conducted in all universities agreements as to what is the entitlement across the country, institution by institution and that the entitlement to trade union training leave and other delegates provisions is determined on this sector average conditions.*

END

Appendix A - Trade Union Training Leave- CPSU State Public Services Federation, State and National Systems Employers

Appendix A

Trade Union Training Leave- CPSU State Public Services Federation, State and National Systems Employers

Summary Table

NSW Public Sector (State and Federal system employers)	Available to all members 12 days over a two year period for trade union leave Separate leave for attendance at meetings etc.
NSW Professional Staff University Sector	More Generous than public sector, with different formats including 25 days per calendar year at WSU
Tasmania (State and Federal system employers)	5 days per year (non diminished) and untaken days able to be taken in the following year
Victoria (Federal System Employers only)	<ul style="list-style-type: none"> Available to all members 5 days per calendar year for Industrial Relations Training, but leave for the following year may be brought forward so long as 10 days leave is not exceeded in two consecutive calendar years Separately, Branch Council members have half a day per month to attend meetings of the Branch Council plus reasonable travel time
South Australia	South Australia get 10 days every 2 years. Available to members and delegates
Western Australia	5 – 10 days per year and with maximum of 10 days every two years. Available to members and delegates
Queensland	5 days per year non cumulative Greater than 5 days per year available through consultation with employer Available to members and delegates

Table with Trade Union Training Leave Clauses.

State	Trade Union Training Leave	Document Reference
NSW Public Service (IR ACT 1996 (NSW))	<p>Summary- Available to all members 12 days over a two year period for trade union leave Separate leave for attendance at meetings etc.</p> <p>55. Trade Union Training Courses</p> <p>55.1 The following training courses will attract the grant of special leave as specified below:-</p>	CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

	<p>55.1.1 Accredited Work Health and Safety (OH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.</p> <p>55.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:</p> <p>(a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief employees;</p> <p>(b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;</p> <p>(c) All travelling and associated expenses being met by the employee or the Association;</p> <p>(d) Attendance being confirmed in writing by the Association or a nominated training provider.</p>	
<p>TAFE NSW (National System Employer)</p>	<p>Summary- Available to all members 12 days over a two year period for trade union leave Separate leave for attendance at meetings etc.</p> <p>113.1. The following training courses will attract the grant of special leave as specified below: 113.1.1. accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS</p>	<p>Technical and Further Education Commission T/A TAFE NSW (AG2023/5501) TAFE COMMISSION OF NSW ADMINISTRATIVE, SUPPORT AND RELATED EMPLOYEES ENTERPRISE AGREEMENT 2023</p>

	<p>Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Managing Director and an Employee's Union under a local arrangement pursuant to clause 46, Local Arrangements;</p> <p>113.1.2. courses organised and conducted by the Australian Council of Trade Unions (ACTU) or by the Employee's Union or a training provider nominated by the Employee's Union. A maximum of 12 working days in any period of two years applies to this training and is subject to:</p> <p>(a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;</p> <p>(b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;</p> <p>(c) all travelling and associated expenses being met by the Employee or the Employee's Union;</p> <p>(d) attendance being confirmed in writing by the Union or a nominated training provider.</p>	
<p>Forestry Corporation of NSW (National System Employer)</p>	<p>Summary: Available to all members 12 days over a two year period for trade union leave Separate leave for attendance at meetings etc.</p> <p>32. What is my trade union training leave entitlement? You will be granted leave up to a maximum of 12 working days in any period of 2 years if you are a member of a registered industrial union to attend short training courses or seminars, subject to the following conditions:</p> <p>i. that Forestry Corporation's operating requirements permit the grant of leave and your absence does not</p>	<p>Forestry Corporation NSW Enterprise Agreement</p>

	<p>require the employment of relief staff;</p> <ul style="list-style-type: none"> ii. the leave of absence will be granted at ordinary pay, i.e. payment is not to include penalty rates or overtime; iii. leave granted will count as service for all purposes; iv. expenses associated with attendance at such courses or seminars; e.g. fares, accommodation and meal expenses will be met by you, except where the duration of the course is one day or more requiring an overnight stay, Forestry Corporation will reimburse the cost of accommodation and meals for one day only; v. applications for leave must be accompanied by a statement from the relevant union that it has nominated the employee concerned for such course or seminar or that it supports their application; and vi. subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars. 	
<p>NSW University Sector- Western Sydney University (Example National System Employer)</p>	<p>Summary- 25 days per calendar year</p> <p>UNION REPRESENTATION</p> <p>Facilities</p> <ul style="list-style-type: none"> 1.1 The University will provide the Unions with access to the following facilities for carrying out Union business about matters included in this Agreement: <ul style="list-style-type: none"> (a) a secure office space; and (b) access to a University campus notice board for posting authorised notices. 1.2 The University may provide the Unions with access to the following facilities for carrying out Union business about matters included in this Agreement, 	<p>Western Sydney Professional Staff Enterprise Agreement 2022-2025</p>

	<p>subject to and conditional upon the Unions paying the associated costs:</p> <ul style="list-style-type: none"> (a) the University's internal telephone system; and (b) direct dial STD access, access to the Internet, and a University email account. <p>Union meetings</p> <p>1.3 The Unions may hold meetings of Employees:</p> <ul style="list-style-type: none"> (a) in designated lunch breaks; (b) outside regular scheduled working hours; or (c) at other times and locations agreed between the relevant Union and the University; <p>provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.</p> <p>1.4 This may include the University making video and teleconferencing facilities available.</p> <p>Industrial relations training leave</p> <p>1.5 The University may grant paid leave of up to a total of 25 working days per calendar year to the Unions for accredited Employee Union representatives to attend courses or seminars for the purposes of industrial relations training. Leave requests must be submitted to the Chief People Officer (or their nominee).</p> <p>1.6 Industrial relations training leave will count as service for all purposes.</p> <p>Orientation</p> <p>1.7 Information packs provided by the Unions will be made available for distribution at University orientation sessions for new Employees.</p> <p>1.8 The University will invite the Unions to attend all University orientation sessions for new Employees. Where addresses to new Employees are scheduled, each Union will be given the opportunity to make a 5-minute presentation.</p> <p>Workplace representatives</p>	
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	<p>1.9 To facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding to the Union Branch President's work unit to cover 50% of the Branch President's work so they can be released to undertake University-related Union work and the work unit can provide replacement staff.</p> <p>1.10 The University will release up to 3 Employee union representatives from the Unions to attend Implementation Committee meetings and any related subcommittees, and for the work unit to provide replacement staff. This will occur by arrangement with the head of the Employee's work unit and the Chief People Officer (or their nominee).</p> <p>1.11 The Union Branch President may, by agreement with the University, allocate some or all of their time release to other members of the Branch Executive. Each person having the benefit of time release under this clause must discuss with their Supervisor appropriate work allocation for the balance of their working time.</p> <p>Employee Union members</p> <p>1.12 Employees who are Union members are permitted to contact other Employees for legitimate workplace reasons and will not be subject to disciplinary action for doing so.</p> <p>Payroll deductions</p> <p>1.13 As a service to Employees, and where authorised by an Employee, the University will deduct:</p> <ul style="list-style-type: none"> (a) Union fees from the Employee's Salary at a rate or amount advised by the relevant Union as being payable under its rules; (b) a nominated amount from the Employee's Salary in favour of Australian People for Health Education and Development Abroad. <p>1.14 Either the Employee or the Union may cancel such an arrangement by notifying the Office of People in writing.</p> <p>1.15 The University will not charge an Employee for providing these services.</p>	
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<p>Tasmania Public sector (state system employer)</p>	<p>Summary- 5 days per year (non diminished) and untaken days able to be taken in the following year</p> <p>TASMANIAN STATE SERVICE AWARD No. 8 of 2023 (Consolidated)</p> <p>2. WORKPLACE DELEGATES</p> <p>(a) Workplace union delegates will have recognition by the employer through:</p> <p>(i) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.</p> <p>(ii) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.</p> <p>(iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.</p> <p>(iv) The right to represent members on workplace issues.</p> <p>(v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.</p> <p>(vi) The right to reasonable paid time:</p> <p>(1) to represent the interests of members to the employer;</p> <p>(2) to represent the interests of members in industrial tribunals;</p> <p>(3) to consult with union members;</p> <p>(4) to participate in the operation of the union;</p> <p>(5) to research and prepare prior to all negotiations with</p>	<p>Tasmanian State Service Award 2021 (The Industrial Relations Act 1984)</p>
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	<p>management;</p> <p>(6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.</p> <p>(vii) The right to call meetings of members and invite non-members to discuss union business.</p> <p>(b) Workplace delegates are to have access to facilities, including:</p> <p>(i) where practicable, access to a private room to meet with individual members and perform union business.</p> <p>(ii) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.</p> <p>(iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.</p> <p>(iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.</p> <p>(c) Workplace delegates are to have:</p> <p>(i) an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.</p> <p>PROVIDED that any paid training leave days not taken in any one calendar year will be available to be taken in the following calendar year, and available for a maximum period of two years.</p> <p>(ii) Recognition that the time associated with travel for country delegates may</p>	
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	<p>require additional time to paragraph (i) above.</p> <p>(iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.</p> <p>(iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression.</p> <p>(d) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:</p> <p>(i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;</p> <p>(ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.</p> <p>(vi) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.</p> <p>(iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and is not to constitute a break in service for other purposes.</p>	
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	Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.	
TasTAFE (National System Employer)	<p>Summary- Access to up to ten days per year (combined with other union duties)</p> <p>9.1.1. Union delegates Subject to any conditions herein, union workplace delegates will have access to up to 10 days of paid leave a year for the following purposes:</p> <p>a) to attend union-endorsed union courses and attend union conferences, including time associated with travel;</p> <p>b) to represent the interests of members in industrial tribunals, prepare before negotiations with management and participate in consultative committees; and</p> <p>c) to participate in union forums and committees (such as national conferences, executive meetings and branch committees).</p> <p>Access to leave under (a) & (c) requires 4 weeks' notice and is subject to application, approval and consideration of operational requirements.</p> <p>Access to leave under (b) requires at least 48 hours' notice, though we may waive this requirement. Access to leave without pay so a union delegate can work with a union will be considered on a case-by-case basis</p>	TasTAFE General Employees Enterprise Agreement 2023
Victoria Public Service (National System Employer)	<p>Summary-</p> <ul style="list-style-type: none"> • Available to all members • 5 days per calendar year for Industrial Relations Training, but leave for the following year may be brought forward so long as 10 days leave is not exceeded in two consecutive calendar years • Separately, Branch Council members have half a day per month to attend meetings of the Branch Council plus reasonable travel time <p>75. Industrial Relations/Occupational</p>	VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020

	<p>Health and Safety Training</p> <p>75.1 In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect the operations of the Agency in which the Employee is employed.</p> <p>75.2 The Employee may be granted the leave specified in clause 75.1 where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.</p> <p>75.3 An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days.</p> <p>75.4 An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training organisation of their choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this clause 75.4 must only be granted to an Employee on one occasion and is additional to any</p>	
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	<p>other leave granted under this clause.</p> <p>75.5 Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the <i>Occupational Health and Safety Act 2004</i> (Vic), which is relevant to the functions of the DWG.</p>	
<p>South Australia Public Service</p>	<p>Summary- South Australia get 10 days every 2 years. Available to Members and Delegates</p> <p>C. Trade Union Training Leave A chief executive, agency head or delegate may grant special leave with pay to employees who are members of public sector representative organisations to attend trade union training courses subject to all of the following:</p> <p>1) the course is organised, run or approved by one of the following providers:</p> <p>a. Australian Council for Union Training b. SA Unions</p> <p>2) the employee is nominated to attend the course by the recognised organisation of which they are a member (a certificate of eligibility must be signed by the Secretary of the recognised organisation or a person nominated by the Secretary)</p> <p>3) in consideration of organisational requirements, it is determined by the chief executive, agency head or the delegate that the employee can be released by the public sector agency. In deciding whether to approve applications, the work of the agency must be a priority and the privilege may be withdrawn at any time it is considered necessary.</p> <p>Special leave with pay may be granted to an eligible employee up to a maximum of the equivalent of 10 working days</p>	<p>South Australian Public Sector Enterprise Agreement: Salaried 2021</p> <p>See Commissioner's Determination 3.1. Section F, Part 3C:</p> <p>This CD is called up by our Salaried Enterprise Agreement (State)</p> <p>TUTL entitlement is also referenced in the Award (attached).</p>

	<p>during two calendar years, to be calculated from the date the employee is first granted leave to attend a trade union training course. Special leave with pay in excess of this entitlement may be granted in special circumstances at the discretion of the chief executive, agency head or delegate but in no case will the amount exceed the equivalent of 20 working days over a two-year period.</p> <p>All other costs relating to attendance at a course will be the responsibility of the nominating responsible organisation.</p> <p>If an employee is absent on trade union training on their programmed day off, this day will stand as the programmed day off. The employee is not permitted to substitute another day for the programmed day off. Accordingly, this day is not to be debited as trade union training and the employee may use the day if additional trade union training is sought later in that two-calendar year period.</p>	
<p>Public Sector- Western Australia</p>	<p>Summary- 5 – 10 days per year and with maximum of 10 days every two years. Available to members and delegates</p> <p>37. - LEAVE TO ATTEND ASSOCIATION BUSINESS</p> <p>(1) The employer shall grant paid leave at the ordinary rate of pay during normal working hours to an officer:</p> <p>(a) who is required to attend or give evidence before any Industrial Tribunal;</p> <p>(b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;</p> <p>(c) when prior arrangement has been made between the Union and the employer for the officer to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and</p>	<p>Public Service Award 1992- Industrial Relations Act 1979 (WA)</p>

	<p>(d) who as a Union-nominated representative is required to attend joint union/management consultative committees or working parties.</p> <p>(2) The granting of leave is subject to convenience and shall only be approved:</p> <p>(a) where reasonable notice is given for the application for leave; (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given; and</p> <p>(c) for those officers whose attendance is essential.</p> <p>(3) The employer shall not be liable for any expenses associated with an officer attending to union business.</p> <p>(4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.</p> <p>(5) An officer shall not be entitled to paid leave to attend to union business other than as prescribed by this Clause.</p> <p>(6) The provisions of the Clause shall not apply to:</p> <p>(a) special arrangements made with the union which provide for unpaid leave for officers to conduct union business;</p> <p>(b) when an officer is absent from work without the approval of the employer; and</p> <p>(c) casual officers.</p> <p>38. - TRADE UNION TRAINING LEAVE</p> <p>(1) Subject to departmental convenience and the provisions of this clause:</p> <p>(a) The employer shall grant paid leave of absence to officers who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the Civil Service Association.</p> <p>(b) The employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the employer and the Association.</p> <p>(2) An officer shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or</p>	
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	<p>similar courses or seminars as approved.</p> <p>However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.</p> <p>(3) (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime. (b) Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.</p> <p>(c) Subject to paragraph (3)(a) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.</p> <p>(d) Part-time officers shall receive the same entitlement as full time officers, but payment shall only be made for those hours that would normally have been worked but for the leave.</p> <p>(4) (a) Any application by an officer shall be submitted to the employer for approval at least four weeks before the commencement of the course unless the employer agrees otherwise.</p> <p>(b) All applications for leave shall be accompanied by a statement from the union indicating that the officer has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.</p> <p>(5) A qualifying period of twelve months service shall be served before an officer is eligible to attend courses or seminars of more than a half-day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an officer has less than twelve months service.</p> <p>(6) (a) The employer shall not be liable</p>	
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	<p>for any expenses associated with an officer's attendance at trade union training courses.</p> <p>(b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.</p>	
<p>Prison Officer's Award (WA State Award)</p>	<p>Summary- 5 – 10 days per year and with maximum of 10 days every two years. Available to members and delegates</p> <p>38. - TRADE UNION TRAINING LEAVE 38.1 Subject to the provisions of this clause: (1) The Employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Union or a body nominated by the Union. (2) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties. 38.2 An employee shall be granted up to a maximum of five days' paid leave per calendar year for Trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days. 38.3 (1) Leave of absence will be granted at the annualised rate of pay. (2) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted. 38.4 Subject to subclause 38.3 of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course. 38.5 The granting of leave pursuant to the provisions of subclause 38.1 of this clause is subject to the operation of the organisation not being unduly affected</p>	<p>Prison Officer's Award- Industrial Relations Act 1979 (WA)</p>

	<p>and to the convenience of the Employer.</p> <p>38.6 (1) Any application by an employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice. (2) All applications for leave shall be accompanied by a statement from the relevant Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the Authority which is conducting the course.</p> <p>38.7 A qualifying period of 12 months in Government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' Government service.</p> <p>38.8</p> <p>(1) The Employer shall not be liable for any expenses associated with an employee's attendance at Trade Union training courses.</p> <p>(2) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.</p>	
<p>Queensland Public Service (State Award)*</p>	<p>Summary – up to 5 days per year (non cumulative) Available to members and delegates</p> <p>32. Industrial relations education leave (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures. (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (noncumulative) per calendar year, approved by the chief executive, to attend</p>	<p>Queensland Public Service Officers and Other Employees Award – State 2015 under Industrial relations Act 2016 (qld)</p>

	<p>industrial relations education sessions.</p> <p>(c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the relevant union and the employee.</p> <p>(d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.</p> <p>(e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time, such leave shall not be unreasonably refused.</p> <p>(f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union.</p>	
<p>Queensland Government (State Enterprise Agreement)*</p>	<p>Summary – 5 days per year non cumulative Greater than 5 days per year available through consultation with employer Available to members and delegates</p> <p>PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE</p> <p>(1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.</p> <p>(2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).</p>	<p>STATE GOVERNMENT ENTITIES CERTIFIED AGREEMENT 2023</p>

	<p>(3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the entity.</p> <p>(4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the entity, the relevant union and the employee.</p> <p>(5) Upon request and subject to approval by the chief executive (or delegated authority) of the entity, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions (ACTU) Congress.</p> <p>(6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the entity/work unit concerned. At the same time such leave shall not be unreasonably refused.</p> <p>(7) At the discretion of the chief executive of the entity concerned, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Directive relating to special leave (as amended), in relation to special leave without salary. Conditions outlined in this Directive that provide for the employees' return to work after unpaid leave will be met.</p>	
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Note: QPSU Branch left the CPSU and merged with the ASU to become Together so information is from Queensland Government website.