

EXPOSURE DRAFT

Architects Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Architects Award 2010* as at 13 May 2016. This exposure draft does not seek to amend any entitlements under the *Architects Award 2010* but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/257](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Architects Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

architect means an employee registered as an architect under any Australian legislation

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

experienced Graduate of Architecture is a Graduate of Architecture who is performing the duties as defined for Level 2(a)—Experienced Graduate of Architecture in clause 14—Minimum wages

Graduate of Architecture means an employee who holds an Approved Qualification under the eligibility requirements for admission to the Architectural Practice Examination (APE) for registration as an Architect under Australian legislation

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

standard rate means the minimum annual salary for Level 1—Graduate of Architecture—Entry in clause 14—Minimum wages

Student of Architecture is an employee who is normally enrolled full-time in a course of architecture and who is employed to gain experience in the practice of architecture

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This occupational award covers employers of architects throughout Australia with respect to their employees in the classifications in this award in clause 14—Minimum wages and those employees to the exclusion of any other modern award.
- 4.2 **Architect** means an employee registered as an architect under any Australian legislation.
- 4.3 This award does not cover any employee engaged on the academic staff of a university or college of advanced education.
- 4.4 This award covers any employer which supplies on-hire employees in classifications set out in clauses 4.1 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover:
- (a) an employee excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Effect of variations made by the Fair Work Commission

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

6. Award flexibility for individual arrangement

6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

6.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

6.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

6.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

6.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.

6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions for flexible working practices

7.1 A facilitative provision is one which provides for the departure from an award provision by agreement between an employer and an individual employee, or the majority of employees, in the enterprise or workplace concerned.

- 7.2 Facilitative provisions are not a device to avoid award obligations, and must not result in unfairness to an employee or employees.
- 7.3 An employee may request to be represented in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 7.4 If requested, the representative must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Involvement by a representative does not mean that the consent of the representative is required prior to the introduction of agreed facilitative arrangements.

7.5 Facilitation by individual agreement

Facilitative provisions by individual agreement in this award are contained in the following clauses:

Clause title	Clause number
Overtime	13.1(c)
Student or graduate study leave	14.6(c)
Fares, travelling expenses and travelling time allowance	15.3(d)

7.6 Facilitation by majority agreement

Facilitative provisions by majority agreement in this award are contained in the following clauses:

Clause title	Clause number
Ordinary hours of work and rostering	12.2
Substitution of public holidays by agreement	20.2

Part 2—Types of Employment and Classifications

8. Full-time employment

A **full-time employee** means any employee not specifically engaged as being a part-time or casual employee and is for all purposes of this award a full-time employee.

9. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 9.1 A **part-time employee** means an employee who is employed to work less than 38 hours per week.
- 9.2 For each ordinary hour worked, a part-time employee will be paid the minimum hourly rate for the appropriate classification.

9.3 A part-time employee will accrue all the provisions of this award as a full-time employee on a pro rata basis according to the number of hours the employee works.

9.4 The spread of ordinary working hours will be the same as those prescribed for full-time employees.

10. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

10.1 A **casual employee** is one engaged and paid as a casual employee.

10.2 For each ordinary hour worked, a casual employee will be paid the minimum hourly rate, plus a **25%** loading.

10.3 An employee not specifically engaged as a casual employee will be deemed to be employed by the week.

Parties are asked whether “by the week” should be changed to “as a full-time or part-time employee”?

11. Classifications

11.1 Wages, classification and progression

(a) On engagement, an employee must be advised in writing of their wage and any normal practice in regards to remuneration reviews, where remuneration is in excess of award prescription.

(b) On request, an employer must advise an employee of the award classification which the employer considers to be appropriate having regard to the duties performed by the employee concerned.

11.2 Classification level definition

The classification definitions in Schedule A will apply.

Part 3—Hours of Work

12. Ordinary hours of work

12.1 The ordinary hours of duty of an employee must not exceed 38 per week and are to be worked between 8.00 am and 6.00 pm Monday to Friday inclusive.

12.2 The spread of ordinary hours may be altered by agreement between an employer and the majority of employees in the establishment, section or sections concerned.

13. Overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

Parties are asked whether the wording in clause 13 “in excess of normal hours” should be amended to read “in excess of or outside the spread of ordinary hours” to make it clear that overtime is also payable when worked outside the spread of hours?

13.1 An employer must compensate an employee for all time worked in excess of normal hours of duty by:

- (a) granting time off instead of payment or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b);

Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?

- (b) payment for such excess hours at the rate of **150%** of the minimum hourly rate; or
- (c) by other agreed arrangements as long as the arrangement is not entered into for the purpose of avoiding award obligations, does not result in unfairness to the employee and is recorded in accordance with clause 13.2.

13.2 Agreements under clause 13 must be recorded in writing and kept as part of the time and wages records.

Part 4—Minimum Wages and Related Matters

14. Minimum wages

14.1 Minimum wages

The minimum wages payable for employment in the occupation of an architect or upon work of a kind which would normally be performed by an architect must be:

Classification		Minimum annual rate	Minimum hourly rate
		\$	\$
Level 1	Graduate of Architecture		
	Entry	46,602	23.51
	1st pay point	49,065	24.75
	2nd pay point	51,528	25.99
Level 2(a)	Experienced Graduate of Architecture	53,877	27.18

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Classification		Minimum annual rate	Minimum hourly rate
		\$	\$
Level 2(b)	Registered Architect		
	Entry	53,877	27.18
	1st pay point	55,543	28.02
	2nd pay point	57,211	28.86

Parties are asked whether it would be useful to include weekly rates?

14.2 In calculating the rates of wages:

- (a) the weekly rate of pay for an employee will be determined by multiplying the employee’s annualised rate of pay by 6 and dividing the result by 313; and
- (b) weekly rates will be rounded to the nearest 10 cents.

See Schedule B for a summary of hourly rates of pay, including overtime and penalties.

14.3 Progression from Graduate of Architecture to Registered Architect

- (a) There must be an annual review process to assist the Graduate of Architectures’ progress towards obtaining the mandatory experience based on the Prescribed Competencies for registration. The Prescribed Competencies are set out in the National Competency Standards in Architecture adopted by the Architects Accreditation Council of Australia.
- (b) As a part of this review process, progress for the previous 12 months must be reviewed and objectives for the next 12 month period should be mutually agreed, and set out in writing. This will also include any necessary training which the employee will be expected to undertake in order to fulfil the requirements of their position. The cost of approved training will be paid by the employer.
- (c) If the employee has reasonably met the objectives arising out of the annual review process, this must be confirmed in writing by the employer to the employee and the employee must progress to the next pay point within the Level 1 wage range.
- (d) The Prescribed Competencies against which the experience is to be documented are as follows:
 - (i) Element 2.2.2—Prepare architectural drawings with regard to the location, extent of building elements, components, finishes, fittings and systems
 - (ii) Element 2.2.4—Co-ordinate the documentation of the project

- (iii) Element 3.1.2—Establish site conditions, site related requirements and limitations and existing facilities
- (iv) Element 3.1.4—Assess applicable codes, regulations and legislation
- (v) Element 3.2.3—Prepare preliminary project evaluations, programs and feasibility studies
- (vi) Element 3.2.5—Establish and co-ordinate specialist consultants, contractors and suppliers
- (vii) Element 3.3.1—Administer the project contract

14.4 Registered Architect

- (a) A Registered Architect will move from the Entry to the 1st and 2nd pay point rates upon the demonstration of acquisition of competencies as set out in the National Competency Standards in Architecture adopted by the Architects Accreditation Council of Australia in addition to those accepted for advancement to the current classification level.
- (b) To assist the Registered Architect to progress towards the acquisition of competencies there must be an annual review process. As a part of this, progress for the previous 12 months must be reviewed and objectives for the next 12 months should be mutually agreed, and set out in writing. This will also include any necessary training which the employee will be expected to undertake in order to fulfil the requirements of their position. The cost of necessary training must be paid by the employer.
- (c) If the employee has reasonably met the objectives arising out of the annual review process, this must be confirmed in writing by the employer to the employee and the employee will progress to the next pay point within the Registered Architect wage range.

14.5 Students of Architecture

- (a) Students of Architecture under 21 years of age will be paid the following percentage of the entry rate Graduate of Architecture rate of payment:

Service	% of Level 1—Entry rate
First 13 weeks of employment	35
Next 13 weeks of employment	50
Next 26 weeks of employment	65
2nd year of experience	70
3rd year of experience	75
4th year of experience	85
5th year of experience	90
6th year of experience	95

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- (b) Students of Architecture 21 years of age and over will be paid the following minimum rate or percentage of the first year Graduate of Architecture rate of payment:

Service	Minimum rate or % of Level 1—Entry rate
Less than 3 years of experience	\$656.90 per week
3rd year of experience	75%
4th year of experience	85%
5th year of experience	90%
6th year of experience	95%

- (c) **Definition of Service**—refers to the total number of weeks of employment and years of experience under the supervision of a Registered Architect, whether undertaken for a single employer or many employers.
- (d) **Calculation of Service**—for the purpose of the calculation of service, week of employment and a year of experience are defined as follows:
- (i) **Week of employment** in the case of an employee who is a full-time student means a 38 hour working week at 7.6 hours per day or the equivalent thereof. A week of employment in the case of an employee who is a part-time student means a minimum of a 30 hour week or the equivalent thereof.
 - (ii) A **year of experience** means a minimum of 30 hours per week or the equivalent thereof over a 12 month period.
 - (iii) An employee's absence on annual leave, personal/carer's leave, and public holidays must be included in the calculation of service.
- (e) **Statement of Service**—upon the termination of service with a particular employer the Student of Architecture must be provided with a Statement of Service. The Statement of Service must contain the dates of the commencement and termination of employment and the total number of weeks/months/years of employment.
- (f) Employment will be under the supervision of a Registered Architect.
- (g) A formal record of employment signed by each employer as applicable must be maintained by the student.

14.6 Student or graduate study leave

- (a) A Graduate of Architecture must after due notification to the employer be allowed leave of absence with pay to attend courses, study for and attend the Architectural Practice Examination (APE) which comply with the Architects Registration Board's Requirements. The duration of which is not to exceed four days maximum time for study and attendance at written and/or interview based examinations for each APE examination period for which they present.

- (b) A student must after due notification to the employer be allowed leave of absence with pay to attend examinations held by the education institution conducting the student's course of study held during the scheduled formal examination period at the conclusion of a semester. The duration of which is not to exceed one day maximum time for each examination for which they present.
- (c) A student will, after mutual agreement with the employer, be allowed:
 - (i) to attend lectures and/or organised classes at a university part-time or other institution as part of a course of instruction as conducted pursuant to the above which are necessary to enable the employee to qualify as a Graduate of Architecture; and
 - (ii) to attend a full-time course of architectural education accredited by an Architect's Registration Board, provided that where the duration of such course, unified series of lectures or classes exceeds a total of three weeks in any one year. The employer will be entitled to grant such leave without pay.

14.7 Disclosure of qualifications

- (a) An employee who is employed in or who is an applicant for employment covered by this award will, if and when required to do so by their employer or an employer or potential employer, produce written evidence that they are registered or have achieved academic qualification in an approved course, as the case may be.
- (b) Where an employee has failed to produce such evidence and they claim to be entitled to payment at a rate determined by this award in respect of any period in which they failed to produce that evidence, it will be a defence to the employer if the employer wishes to establish that during the said period the employer did not know and had no reason to know and had no reason to believe that the employee possessed or had acquired the qualifications of an architect or an architectural graduate as the case may be.

14.8 Training and professional development

Where the conference, seminar, or course has been approved the employer must reimburse employee costs and must continue the payment of wages to the employee. Reimbursement under this subclause will not apply where the employee and the employer mutually agree on other equivalent arrangements. Provided that in all cases where permission to attend has been granted, the employee will suffer no loss of continuity of service as a result of such attendance.

15. Allowances

- 15.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

15.2 Vehicle allowance

An employee must be reimbursed at a rate not less than **\$0.78** per kilometre travelled when it is required or necessary to use their own private vehicle for work purposes.

15.3 Fares, travelling expenses and travelling time allowance

- (a) Where an employee is directed to work at a place other than their usual place of employment:
 - (i) an allowance equivalent to all fares necessarily incurred by them each day in excess of the normal fares of travelling from their home to their usual place of employment and return must be paid by the employer. The allowance payable will be such as to enable them to avail themselves of appropriate travel arrangements;
 - (ii) in the case of economy air travel an allowance of **\$8.85** must be paid for each meal period occurring during the duration of the travel provided the employee did not receive a meal in flight for each period concerned; and
 - (iii) all time occupied by them on any day in travelling which is in excess of the time normally occupied by them in travelling when working at their usual place of employment will be deemed to be working time and must be paid for at the appropriate rate prescribed by this award. Provided that where the excess travelling time is in excess of one hour each way, the employer will have the option of providing reasonable living away from home expense reimbursement for any period in excess of four weeks.
- (b) Except as provided in clause 15.3(c), an employee directed to work at a place away from their usual place of work which involves sleeping away from their usual place of residence must be paid an allowance equivalent to all reasonable expenses incurred.
- (c) If an employee is directed by their employer to work at an altered permanent locality of work which necessitates the employee to change their place of residence, the employer must pay an allowance equivalent to all fares as provided in this clause, travelling and temporary lodging and the transport of the employee's family effects from their then place of residence to their new place of residence. If the employee is not dismissed for misconduct or does not resign within 12 months of commencing such work, the employer must pay such fares and travelling expenses for the employee's family and expenses of transporting their effects back to their former place of residence.
- (d) Notwithstanding the above, other suitable forms of remuneration may be mutually agreed.

15.4 Equipment and special clothing allowance

- (a) The employer must reimburse the employee for costs of purchasing equipment, where the employer requires an employee to provide and use the following equipment:
 - (i) a drawing board;

- (ii) paraline or drafting machine;
 - (iii) paper;
 - (iv) pencils;
 - (v) leads;
 - (vi) colours;
 - (vii) inks; and
 - (viii) wearable parts of pen and pencils,
- (b) On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing.
- (c) The provisions of clauses 15.4(a) and (b) do not apply where the employer supplies the equipment and special clothing without the cost to the employee.

16. Superannuation

16.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

16.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

16.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

16.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Prime Super;
- (b) Tasplan;
- (c) Statewide Superannuation Pty Ltd;
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Leave, Public Holidays and Other NES Entitlements

17. Annual leave

This annual leave provision may be affected by [AM2014/47](#) – see [draft determination](#)

17.1 Annual leave is provided for in the NES.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

17.2 Taking of annual leave

- (a) The employee must be allowed to take annual leave at a time agreed with the employer, within four months after it is due. The employer and the employee may agree to extend this period to 12 months.

- (b) The employer and the employee should seek to reach agreement on the time for the taking of annual leave and the amount of annual leave to be taken at that time. Where no agreement can be reached, the employer may direct the taking of annual leave with one month's notice and the annual leave to be taken in this circumstance must not be of a period of less than two weeks.

17.3 Annual leave loading

- (a) During a period of annual leave an employee will receive a loading of **17.5%** of the minimum hourly rate which they would have been entitled to receive for their ordinary hours had they not been on leave.
- (b) The loading prescribed in clause 17.3(a) will not apply to pro rata leave or proportionate leave on termination.

18. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

19. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

20. Public holidays

20.1 Public holidays are provided for in the NES.

20.2 Substitution of public holidays by agreement

- (a) An employer and their employees may agree to substitute another day for any of the public holidays provided for in s.115 of the Act. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) All work performed on a public holiday will be deemed to be work in excess or outside of normal hours of duty and will be paid or compensated for as per clause 13.

20.3 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule D—2015 Part-day Public Holidays.

21. Community service leave

Community service leave is provided for in the NES.

Part 6—Consultation and Dispute Resolution

22. Consultation about major workplace change

22.1 Employers to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

22.2 Employers to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

23. Consultation about changes to rosters or hours of work

23.1 Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

23.2 The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the

nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

23.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

23.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

24. Dispute resolution

24.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

24.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 24.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

24.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

24.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

24.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

24.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 7—Termination of Employment and Redundancy

25. Termination of employment

25.1 Notice of termination is provided for in the NES. Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.

25.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

26. Redundancy

Redundancy pay is provided for in the NES.

27. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

28. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

29. Job search entitlement

29.1 Job search entitlement for notice of termination of employment

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

29.2 Job search entitlement redundancy

(a) Time off for seeking other employment

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) Proof of attendance

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

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Schedule A—Classification definitions

A.1 Level 1—Graduate of Architecture

A.1.1 The graduate entry level

The graduate undertakes initial professional architectural tasks of limited scope and complexity, such as minor phases of broader assignments, in office and site work.

A.1.2 Classification level definition

- (a) Under supervision from higher-level professionals as to the method of approach and requirements, the graduate performs normal professional work and exercises individual judgment and initiative in the application of architectural principles, techniques and methods.
- (b) In assisting more senior professionals by carrying out tasks requiring accuracy and adherence to prescribed methods of architectural analysis or design, the graduate draws upon advanced techniques and methods learned during and after the undergraduate course.
- (c) Training, development and experience using a variety of standard architectural principles and procedures enable the graduate to develop increasing professional judgment and apply it progressively to more difficult tasks at Level 2.
- (d) Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to the solution of problems in connection to the tasks performed.
- (e) Work is reviewed by higher-level professionals for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the graduate progressively exercises more individual judgment until the level of competence at Level 2(a) is achieved.

A.2 Level 2(a)—Experienced Graduate of Architecture

A.2.1 Classification level definition

Following development through Level 1, an Experienced Graduate of Architecture plans and conducts professional architectural work without detailed supervision, but with guidance on unusual features and is usually engaged on more responsible architectural assignments requiring professional experience.

A.3 Level 2(b)—Registered Architect

A.3.1 Classification level definition

Following development through Level 1, a Registered Architect plans and conducts professional architectural work without detailed supervision, but with guidance on unusual features and is usually engaged on more responsible architectural assignments requiring professional experience.

Schedule B—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time employees

	Ordinary hours	Overtime
	% of minimum hourly rate	
	100%	150%
	\$	\$
Level 1 Graduate of Architecture		
Entry	23.51	35.27
1st pay point	24.75	37.13
2nd pay point	25.99	38.99
Level 2(a) Experienced Graduate of Architecture		
Experienced Graduate of Architecture	27.18	40.77
Level 2(b) Registered Architect		
Entry	27.18	40.77
1st pay point	28.02	42.03
2nd pay point	28.86	43.29

B.2 Casual employees

	Ordinary hours
	% of minimum hourly rate
	125%
	\$
Level 1 Graduate of Architecture	
Entry	29.39
1st pay point	30.94
2nd pay point	32.49
Level 2(a) Experienced Graduate of Architecture	
Experienced Graduate of Architecture	33.98
Level 2(b) Registered Architect	
Entry	33.98
1st pay point	35.03
2nd pay point	36.08

Schedule C—Summary of Monetary Allowances

See clause 15 for full details of allowances payable under this award.

C.1 Wage-related allowances

There are no wage related allowances under this award.

C.2 Expense-related allowances

The following expense related allowances will be payable to employees in accordance with clause 15:

Allowance	Clause	\$
Vehicle allowance	15.2	0.78 per kilometre
Fares, travelling expenses and travelling time allowance—economy air travel—meal	15.4(a)(ii)	8.85 per meal period

C.3 Adjustment of expense related allowances

- (c) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Meal allowance	Take away and fast foods sub-group

Schedule D—2015 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

D.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2015) or New Year's Eve (31 December 2015) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause D.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause D.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.