

The Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
18 December 2015	Exposure draft	
26 May 2016	Incorporating agreed changes from conference on 10 May 2016	5.2, 9.4(a), 9.4(b), 15.5(d) clause subsequently deleted by PR584094 , Schedule I
	Exposure draft	
3 June 2016	Incorporating agreed changes from conference on 10 May 2016	10.1(b)
	Exposure draft	
2 November 2017	Incorporates changes resulting from PR580863	Schedule H
	Incorporates changes resulting from PR582994	16, Schedule J, Schedule K
	Incorporates changes resulting from PR584094	15, Schedule L
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592175 , PR592333 , PR592689 , PR593854	10, 11, Schedule D, Schedule E, Schedule F
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 16, 24, Schedule I
	Incorporates changes resulting from [2017] FWCFB 5536	5.2, 9.4, 10.1, 11.2, 14.1, Schedule I

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Educational Services (Post-Secondary Education) Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Educational Services (Post-Secondary Education) Award 2010*** (the Post-Secondary Education award) as at 18 December 2015. This exposure draft does not seek to amend any entitlements under the Post-Secondary Education award 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 matters [AM2014/224](#) and AM2015/6. 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.

Table of Contents

	Page
Part 1— Application and Operation	4
1. Title and commencement	4
2. The National Employment Standards and this award	4
3. Coverage	4
4. Award flexibility	6
5. Facilitative provisions	8
Part 2— Types of Employment and Classifications	8
6. Types of employment	8
7. Classifications	11
Part 3— Hours of Work	11
8. Ordinary hours of work	11
9. Breaks	13
Part 4— Wages and Allowances	14
10. Minimum wages	14
11. Allowances	20
12. Superannuation	22
Part 5— Penalties and Overtime	24
13. Shiftwork—general employees	24
14. Penalty rates	25
15. Overtime	26
Part 6— Leave, Public Holidays and Other NES Entitlements.....	29
16. Annual leave	29
17. Personal/carer’s leave and compassionate leave	33
18. Community service leave.....	33
19. Parental Leave.....	33
20. Public holidays.....	34
21. Termination of employment	34
22. Redundancy	35
Part 7— Consultation and Dispute Resolution	36
23. Consultation	36
24. Dispute resolution	37

Educational Services (Post-Secondary Education) Award 2015

Schedule A —Classifications—Academic Teachers..... 39

Schedule B —Classifications—Teachers and Tutor/Instructors 42

Schedule C —Classifications—General Staff 46

Schedule D —Summary of Hourly Rates of Pay—General Staff 62

Schedule E —Summary of Monetary Allowances..... 69

Schedule F —Supported Wage System 70

Schedule G —National Training Wage 73

Schedule H —2016 Part-day Public Holidays..... 74

Schedule I —Definitions..... 76

Schedule J —Agreement to Take Annual Leave in Advance..... 78

Schedule K —Agreement to Cash Out Annual Leave 79

Schedule L —Agreement for Time Off Instead of Payment for Overtime 80

DRAFT

Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Educational Services (Post-Secondary Education) Award 2015*.
- 1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~
- 1.3 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.
- 1.4 Schedule I—Definitions sets out definitions that apply in this award.
- 1.5 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. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 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.

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the post-secondary educational services industry and their employees (other than trades, cleaning or maintenance staff) employed in the classifications listed in Schedule A—Classifications—Academic Teachers, Schedule B—Classifications—Teachers and Tutor/Instructors and Schedule C—Classifications—General Staff, to the exclusion of any other modern award.
- 3.2 **Post-secondary educational services industry** means the provision of education and training to persons over the age of 16 years who have exited the school education system; and includes:

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

- (a) vocational education and training (VET) teaching leading to qualifications recognised within the Australian Qualifications Framework (AQF);
- (b) English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages (TESOL) teaching;
- (c) Languages Other Than English (LOTE) teaching;
- (d) English language, literacy and numeracy teaching;
- (e) English language teaching in migrant education programmes;
- (f) community and adult education teaching not leading to qualifications recognised by the AQF;
- (g) undergraduate and postgraduate teaching leading to the conferring of accredited degrees or other higher education qualifications recognised within the AQF, except teaching in a university approved to operate in Australia;
- (h) foundation studies programmes or bridging course teaching where the programme or course is preparatory to or articulates with programmes of teaching leading to higher education qualifications recognised within the AQF; and
- (i) the employees of any student unions established for students in institutions providing post-secondary educational services.

3.3 This award does not apply to:

- (a) any secondary school;
- (b) any employer in respect of an employee to whom the *Higher Education Industry—Academic Staff—Award 2015* or the *Higher Education Industry—General Staff—Award 2015* applies; or
- (c) any employer whose principal function is the provision of labour market assistance programs.

3.4 This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (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.

- 3.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.6** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.7** Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

4. Award flexibility

This clause is being reviewed in [AM2014/300](#)

- 4.1** 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.
- 4.2** 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.
- 4.3** 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 4.1; 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.

- 4.4** 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.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** 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.
- 4.8** 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).
- 4.9** The notice provisions in clause 4.8(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 4.8(a), subject to four weeks' notice of termination.
- 4.10** 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.

5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause 5.2 incorporates agreed changes from conference on 10 May 2016

Clause	Provision	Agreement between an employer and:
8.1(c)	Spread of hours	The majority of employees
8.1(d)(ii)	<u>Ordinary hours of work—general staff—full-time employees</u>	<u>The majority of employees</u>
8.1(d)(iii)	<u>Ordinary hours of work—general staff—full-time employees</u>	<u>The majority of employees</u>
15.4	<u>Time off instead of overtime payment—general staff classified at Level 7 or below</u>	<u>An individual</u>
10.4(a)(ii)	Payment of wages	The majority of employees
15.7	Make-up time	An individual
16.4	Annual leave in advance	An individual
20.2	Substitution of public holidays	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) sessional.

6.2 Letter of appointment

- (a) On appointment an employer will provide an employee (other than a casual employee) with a letter of appointment stating:
 - (i) their classification;
 - (ii) their rate of pay; and
 - (iii) whether they are a full-time, part-time or sessional employee.
- (b) In the case of a sessional teacher this will also state the cessation date of the employment.

6.3 Full-time employment

A full-time employee is an employee who is engaged to work the ordinary hours of work set out in clause 8—Ordinary hours of work.

6.4 Part-time employment

- (a) A part-time employee is an employee employed:
 - (i) for less than the normal ordinary hours specified for a full-time employee; or
 - (ii) in the case of a teaching staff member for less than the face-to-face teaching load of a full-time teaching staff member at that workplace; and
 - (iii) for which all award entitlements are paid or calculated on a pro rata basis by reference to the time worked.
- (b) Before engagement the employer and the part-time employee will agree in writing on a regular pattern of work, including:
 - (i) the number of hours to be worked each week;
 - (ii) the days of the week the employee will work;
 - (iii) the starting and finishing times each day where hours are not averaged; and
 - (iv) any periods during a year when work by the employee will not be required.
- (c) Changes in hours may only be made by agreement in writing between the employer and the employee.
- (d) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any day.
- (e) A part-time employee must be paid the minimum hourly rate for the relevant classification in clause 10—Minimum wages for each hour worked.

- (f) Except where hours are averaged, all time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

6.5 Casual employment

- (a) A casual employee is engaged and paid by the hour.
- (b) A casual employee will be paid in accordance with the provisions of clause 10.2.
- (c) A casual employee must be paid at the termination of each engagement, or in accordance with the usual payment methods for full-time employees provided in clause 10.4.
- (d) For teachers and tutor/instructors, the minimum payment for each engagement will be for two hours' work calculated in accordance with clause 10.2(b).
- (e) For general staff the minimum payment will be for three hours' work at the appropriate rate.

6.6 Sessional employment

This clause applies only to teaching staff members.

- (a) A sessional employee is an employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than four weeks or not more than 40 weeks in any calendar year.
- (b) A sessional employee receives, on a pro rata basis, pay and conditions equivalent to those of a full-time or part-time teacher with the same qualifications, experience and teaching load.
- (c) On termination of a sessional engagement, an employee may elect to be paid out accrued annual leave entitlements or have the employer preserve them for use during a subsequent sessional engagement. Where the accrued leave is not taken within 12 months of it accruing, or the employee is not re-engaged within eight weeks, the entitlement will be paid out. See also clause 16—Annual leave.
- (d) Subject to the employee's satisfactory conduct and performance, where an equivalent position exists at the expiry of the employee's period of engagement, the employer will offer a further engagement to the employee.
- (e) Where practicable, notice of re-engagement will be given at least two weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to the employer.

6.7 Continuous service

This clause applies only to teaching staff members.

For the purposes of the NES:

- (a) One or more engagements of a casual or sessional employee with an employer will be deemed to be continuous unless more than eight weeks have elapsed between those engagements. The period between engagements will not count as service.
- (b) Where an interruption in service was caused by the employer with the intention of avoiding an obligation under this award, another industrial instrument or relevant legislation, the service will be deemed to be continuous.

7. Classifications

- 7.1 All employees covered by this award must be classified according to the classification descriptors set out in Schedule A—Classifications—Academic Teachers, Schedule B—Classifications—Teachers and Tutor/Instructors or Schedule C—Classifications—General Staff.
- 7.2 Employees must be paid the minimum rate or the minimum annual salary for the classification level in clause 10—Minimum wages.
- 7.3 Employers must advise their employees in writing of their classification level and of any changes to their classification level.
- 7.4 The classification by the employer must be according to the principal functions and skill requirements of the employment as determined by the employer.

Part 3—Hours of Work

8. Ordinary hours of work

8.1 Ordinary hours of work—general staff

This clause is being reviewed in [AM2015/6](#)

- (a) Ordinary hours of work are worked continuously, except for meal breaks, on:
 - (i) any of the days from Monday to Friday (inclusive) between 7.00 am and 7.00 pm; and
 - (ii) Saturday between 7.00 am and 12.30 pm.
- (b) An employee may be required to work until 8.00 pm on up to a maximum of eight weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle.
- (c) The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.

(d) Full-time employees

- (i) The ordinary hours of work for full-time employees will not exceed an average of 38 hours per week to be worked on one of the following bases:
- an average of 38 hours over a work cycle not exceeding seven consecutive days;
 - an average of 76 hours over a work cycle not exceeding 14 consecutive days; or
 - an average of 152 hours over a work cycle not exceeding 28 consecutive days; and
 - not more than 10 consecutive hours, exclusive of meal breaks (except if paid for at overtime rates) in any one day.
- (ii) Where agreed, and only as part of a 28 day work cycle, a full-time employee is entitled to accrue one rostered day off during that work cycle, which must be taken within that work cycle.
- (iii) An employer and the majority of employees at an enterprise may agree to establish a system of rostered days off or a system of flexible daily attendance.

8.2 Ordinary hours of work—academic teachers

- (a) For the purposes of the NES, the ordinary hours of work are 38 per week.
- (b) An employer is entitled to annualise the hours of work so that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purposes of determining the number of hours worked by an academic teacher, the following apply:
- (i) a lecture, being the main presentation of course material in a subject, will count as three hours' work for each hour of delivery, and will include associated preparation, assessment and student consultation;
 - (ii) a tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as three hours' work for each hour of delivery and will include associated preparation, assessment and student consultation; and
 - (iii) a repeat of a lecture or tutorial, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.

8.3 Ordinary hours of work—teachers and tutor/instructors

- (a) For the purposes of the NES, the ordinary hours of work are 38 per week.

- (b) An employer is entitled to annualise the hours of work so that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purpose of determining the number of hours worked by a teacher or tutor/instructor the following apply:
 - (i) each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation; and
 - (ii) each contact hour of delivery by a tutor/instructor will count as 1.25 hours of work, including administration, assessment and consultation.

8.4 Where a member of the teaching staff is working annualised hours, the provisions of clause 9—Breaks and clause 15—Overtime will not apply. However those employees will be entitled to an unpaid meal break of at least 30 minutes after five hours of work.

9. Breaks

9.1 Paid meal break—shiftworkers

A paid meal break for shiftworkers (being employees who work a shift that attracts the penalty in clause 13) of at least 20 minutes must be allowed no later than five hours after the starting time of each shift.

9.2 Unpaid meal breaks—non-shiftworkers

An unpaid meal break for non-shiftworkers of between 30 and 60 minutes will be allowed for a meal. An employee will not be required to work for more than five hours without a meal break.

9.3 If an employee is required to work through their normal meal break the employee will be paid **200%** of the minimum hourly rate for all time so worked until the meal break is given.

9.4 All employees

Clause 9.4(a), (b) incorporate agreed changes from conference on 10 May 2016

- (a) An employee must be allowed two paid 10 minute rest breaks on each day as follows:
 - (i) one 10 minute break between the time of starting work and the usual meal break; and
 - (ii) a second 10 minute break between the usual meal break and the time of finishing work.

- (b) An employee who works more than four hours' overtime on a Saturday morning must be allowed a paid rest break of 10 minutes between starting and finishing work.
- (c) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked.

Part 4—Wages and Allowances

10. Minimum wages

10.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Rates updated as a result of AWR 2017
This clause is being reviewed in AM2015/6

(a) Academic teachers—full-time and part-time

Employee classification level	Minimum annual salary \$	Minimum weekly rate ¹ \$	Minimum hourly rate \$
Level A			
A.1	49,873	956.00	25.16
A.2	51,871	994.30	26.17
A.3	53,869	1,032.60	27.17
A.4	55,743	1,068.60	28.12
A.5	57,242	1,097.30	28.88
A.6	58,866	1,128.40	29.69
A.7	60,490	1,159.60	30.52
A.8	62,113	1,190.70	31.33
Level B			
B.1	64,613	1,238.60	32.59
B.2	66,488	1,274.50	33.54
B.3	68,361	1,310.40	34.48
B.4	70,239	1,346.40	35.43
B.5	72,111	1,382.30	36.38

Employee classification level	Minimum annual salary \$	Minimum weekly rate¹ \$	Minimum hourly rate \$
B.6	73,987	1,418.30	37.32
Level C			
C.1	75,859	1,454.20	38.27
C.2	77,734	1,490.10	39.21
C.3	79,608	1,526.00	40.16
C.4	81,483	1,562.00	41.11
C.5	83,357	1,597.90	42.05
C.6	85,232	1,633.80	42.99

¹ The weekly rate of pay for an employee is determined by dividing the annual salary by 313, multiplying that amount by 6, and rounding to the nearest \$0.10.

(b) Academic teachers—casual rates

Clause 10.1(b) incorporates agreed changes from conference on 10 May 2016
Parties are asked to confirm amended drafting of this clause [2017] FWCFCB 5536 at [94].

The following will apply to casual academic teachers:

	Casual hourly rate (including casual loading)¹ \$ per hour
Lecturing	
Lecture (one hour of delivery and two hours of associated working time)	125.77
Repeat lecture (one hour of delivery and one hour of associated working time)	83.84
Tutoring	
Tutorial (one hour of delivery and two hours of associated working time)	98.14
Repeat tutorial (one hour of delivery and one hour of associated working time)	65.42
Tutorial (one hour of delivery and two hours of associated working time) (where academic holds a Doctorate relevant doctoral qualification)	111.38
Repeat tutorial (one hour of delivery and one hour of associated working time) (where academic holds a	74.23

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

	Casual hourly rate (including casual loading) ¹
	\$ per hour
<u>Doctorate relevant doctoral qualification)</u>	
Marking	
Standard marking	32.69
Marking as a supervising examiner, or marking requiring a significant exercise of judgment	41.93
Standard marking (where staff holds a <u>Doctorate relevant doctoral qualification</u>)	37.13
Marking as a supervising examiner, or marking requiring a significant exercise of judgment (where staff holds a <u>Doctorate relevant doctoral qualification</u>)	41.93
Technical demonstration	
Technical demonstration (one hour of delivery and one hour of associated working time)	65.42
Other required staff activity	
Where staff does not hold doctorate qualifications or perform full subject co-ordination duties	32.69
Where staff hold doctorate qualifications or perform full subject co-ordination duties	37.13
¹ The casual rates in this table will be adjusted by the same percentage increase applied to the weekly rates contained in clause 10.1(a).	

(c) Teachers and tutor/instructors

Parties are asked to confirm submission for this clause [\[2017\] FWCFB 5536](#) at [\[94\]](#).

Employee classification level	Minimum annual rate \$	Minimum weekly rate ¹ \$	Minimum hourly rate \$	Casual daily rate ² \$	Casual hourly rate ³ \$
Level 1	47,456.22	909.70	23.94	227.28	45.46
Level 2	48,089.00	921.83	24.26	230.31	46.06
Level 3	49,039.77	940.06	24.74	234.86	46.97
Level 4	50,000.09	958.47	25.22	239.46	47.89
Level 5	52,022.48	997.24	26.24	249.15	49.83
Level 6	53,370.67	1,023.08	26.92	255.61	51.12
Level 7	54,598.17	1,046.61	27.54	261.49	52.30

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

Employee classification level	Minimum annual rate \$	Minimum weekly rate¹ \$	Minimum hourly rate \$	Casual daily rate² \$	Casual hourly rate³ \$
Level 8	55,946.45	1,072.46	28.22	267.94	53.59
Level 9	57,301.06	1,098.42	28.91	274.43	54.89
Level 10	59,049.95	1,131.95	29.79	282.81	56.56
Level 11	60,678.08	1,163.16	30.61	290.60	58.12
Level 12	62,115.33	1,190.71	31.33	297.49	59.50

¹ The weekly rate of pay for an employee is determined by dividing the annual salary by 313 and multiplying that amount by 6.

² ~~The daily rate is paid where the engagement is for more than five hours. As provided in clause 10.2 the daily rate is paid where the engagement is for 5 hours or more.~~

³ ~~The hourly rate is paid where the engagement is for less than five hours. As provided in clause 10.2 the hourly rate is paid where the engagement is less than 5 hours.~~

Parties are asked to confirm whether there should be rounding rules for annual and weekly rates in 10.1(c) as per 10.1(a) in this exposure draft and clause 14.1 in current award.

(d) General staff

Employee classification level	Minimum annual rate¹ \$	Minimum weekly rate \$	Minimum hourly rate \$
Level 1			
1.1	38,540.73	738.80	19.44
1.2	40,450.03	775.40	20.41
1.3	41,712.47	799.60	21.04
Level 2			
2.1	42,234.13	809.60	21.31
2.2	42,990.55	824.10	21.69
Level 3			
3.1	44,581.63	854.60	22.49
3.2	46,814.37	897.40	23.62
Level 4			
4.1	48,082.02	921.70	24.26
4.2	49,980.88	958.10	25.21

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

Employee classification level	Minimum annual rate¹ \$	Minimum weekly rate \$	Minimum hourly rate \$
Level 5			
5.1	53,361.28	1,022.90	26.92
5.2	55,901.80	1,071.60	28.20
Level 6			
6.1	57,294.65	1,098.30	28.90
6.2	60,669.83	1,163.00	30.61
Level 7			
7.1	62,073.12	1,189.90	31.31
7.2	65,766.52	1,260.70	33.18
Level 8	69,898.12	1,339.90	35.26
Level 9	73,899.30	1,416.60	37.28

¹ The annual rates in this table are determined by multiplying the weekly rate by 313 and dividing that amount by 6.

Parties are asked if the award should specify whether any Annual Wage Review increase is applied to the annual or weekly rate of pay in clauses 10.1(a), (c) and (d).

See Schedule D for a summary of hourly rates of pay for general staff including overtime and penalties.

10.2 Casual rates—teachers, tutor/instructors and general staff

- (a) A teacher and a tutor/instructor will be paid a daily rate except where the engagement is for less than five hours when payment will be at the hourly rate. Where an hourly rate is paid, it will be payable for each hour of attendance other than for timetabled tea breaks (in respect of which no more than 15 minutes will be deducted) and timetabled lunch breaks.
- (b) Other than as specified in clause 10.1(b), casual rates have been calculated as follows:

Category	Calculation
General staff	Weekly applicable rate for full-time employees divided by 38 plus 25%
Teachers	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5
Tutor/instructors	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5

10.3 Juniors

Junior employees must be paid the following percentage of the applicable adult wage or salary rate. This clause does not apply to employees who are required to hold a trade qualification.

Age	% of adult rate
Under 16 years of age	45
16 years	50
17 years	60
18 years	70
19 years	80
20 years	90

10.4 Payment of wages

- (a) Wages or salaries may be paid either:
 - (i) weekly or fortnightly, according to the average number of ordinary hours worked each week or fortnight; or
 - (ii) by agreement between the employer and the majority of employees, monthly.
- (b) The employer may elect to pay wages by cash, cheque or by electronic funds transfer (EFT) into an account nominated by the employee with a bank or other financial institution.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

10.5 Higher duties

An employee required to perform the duties of a position in a classification higher than their usual classification for:

- (a) more than two weeks in the case of a general employee classified at Level 7 or below; or
- (b) more than four weeks in the case of a general employee classified at Level 8 or 9; or
- (c) more than four weeks in the case of a member of the teaching staff;

will be paid for all time worked at the higher level rate.

10.6 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule F—Supported Wage System.

10.7 National training wage

Clause 10.7 substituted per [PR593854](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Educational Services (Post-Secondary Education) Award 2010* and not the *Miscellaneous Award 2010*.

11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

Employers must pay to an employee the allowances the employee is entitled to under this clause.

11.1 Wage related allowances

(a) First aid allowance

An employee who has been trained to perform first aid and who is a current holder of appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) will be paid an amount of **\$12.14** per week if they are appointed in writing by their employer to perform first aid duty.

11.2 Expense related allowances

(a) Clothing and footwear

(i) Where an employee is engaged in work which may be damaging to clothing (e.g. working in food preparation areas, laboratories, etc.), the employer will reimburse the employee an amount equal to the cost of uniforms and/or protective clothing, except where the uniforms and/or protective clothing are provided by the employer.

(ii) Where an employee in the normal course of their employment is required to work under conditions which are wet and damaging to footwear, the employer will reimburse an employee an amount equal to the cost of protective footwear, except where such footwear is provided by the employer.

(b) Laundry allowance

An employee will be paid a laundry allowance of **\$3.55** per week when required to wear and launder a uniform.

Parties are asked to confirm submission for this clause [\[2017\] FWCFB 5536](#) at [\[94\]](#).

(c) Meal allowance—general staff

- (i) A meal allowance of \$15.14 will be paid to a general staff employee who:
- works more than one and a half hours of overtime after the employee's ordinary time of ending work without being given 24 hours' notice; or
 - works approved overtime for more than five hours on a Saturday or Sunday.
- (ii) Where overtime worked exceeds four hours, a further meal allowance of \$12.12 will be paid.
- (iii) The allowance in clause 11.2(c) is not payable when a meal is supplied by the employer.

(d) Living away from home

An employee, required to be temporarily away from their usual place of residence in the course of the employer's business, is entitled to the following:

- (i) reimbursement of reasonable expenses, or the payment of an allowance to cover the cost of meals, accommodation and incidental expenditure;
- (ii) reimbursement of the reasonable cost, or the payment of an allowance, to cover all fares associated with the travel; and
- (iii) payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.
- (iv) For the purposes of clause 11.2(d) the employer's business will include attending a course or conference on a residential living basis in respect of which the employer has agreed to meet the accommodation and living expenses.
- (v) The allowances referred to in clauses 11.2(d)(i) and (ii) are not payable where the fares, accommodation and living expenses are paid or provided directly by the employer.

(e) Travel time and fares

Where an employee is required by the employer to travel from one place of work to another, time spent travelling will be deemed to be time worked and will be paid for at the ordinary time rate. All fares associated with such travel will be paid for by the employer.

11.2(d)(iii), (e) incorporates agreed changes from conference on 10 May 2016

(f) Transport of employees—shiftworkers

- (i) Where a shiftworker starts or finishes work at a time other than their normal start or finish time and reasonable means of transport is not available, the employer will reimburse the employee an amount equal to the cost of any transport which enables the employee to reach their home.
- (ii) Clause 11.2(f)(i) will not apply when the employer provides suitable transport.

(g) Vehicle allowance

An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid the following allowances:

(i) Motor cars

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

(ii) Motorcycles

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

- (iii) The employer must pay all expenses including, registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of their duties.

See Schedule E for a summary of monetary allowances and method of adjustment.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 clause 12.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clause 12.3(a) or (b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clause 12.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Statewide Superannuation Trust;
- (c) Tasplan;
- (d) UniSuper Limited;
- (e) VicSuper;
- (f) 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
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Shiftwork—general employees

13.1 Definitions

For the purposes of this clause the following definitions will apply:

- (a) **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight;
- (b) **night shift** means any shift finishing after midnight, and at or before 7.00 am; and
- (c) **permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

13.2 Payment for shiftwork

- (a) An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

Shift	Penalty rate	Casual penalty rate (inclusive of 25% loading)
	% of minimum hourly rate	
Afternoon and non-permanent night shift	115	140
Permanent night shift	130	155
Saturday, Sunday and Public holiday	150	175

- (b) **Sunday and public holiday work**
 - (i) Where ordinary shift hours start between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight does not entitle the employee to that penalty rate.
 - (ii) Where ordinary time is worked on a shift starting before midnight on the day before a Sunday or public holiday and extending into the Sunday or public holiday, the rate in clause 13.2(a) will apply to all time worked on that shift.

- 13.3 The penalty rates in this clause and in the overtime clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

This clause is being reviewed in [AM2015/6](#)

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

14. Penalty rates

Parties are asked to confirm submission for this clause [\[2017\] FWCFB 5536](#) at **[94]**.

14.1 An employee (other than a shiftworker) will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

(a) Saturday work

- (i) All work within the spread of ordinary hours on a Saturday will be paid at **125%** of the minimum hourly rate.
- (ii) Work performed on a Saturday outside the spread of ordinary hours will be paid at the relevant overtime rate in clause 15.

(b) Sunday work

- (i) All work performed on a Sunday must be paid at **200%** of the minimum hourly rate.
- (ii) An employee working on a Sunday is entitled to a minimum payment of four hours at penalty rates provided they are available to work for four hours.

(c) Public holiday work

- (i) All work on a public holiday or substituted day must be paid at **250%** of the minimum hourly rate.
- (ii) An employee required to work on a public holiday is entitled to a minimum payment of four hours at the penalty rate provided in 14.1(c)(i).
- (iii) Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days to be selected by the employee.

14.1(c) incorporates agreed changes from conference on 10 May 2016

14.2 The penalty rates in this clause and in the overtime clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

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

15. Overtime

15 amended in accordance with [PR584094](#) (15.4 renamed and substituted; 15.5 deleted; 15.6 – 15.8 renumbered as 15.5 to 15.7)

15.1 Overtime—general staff—non-shiftworkers classified at Level 7 or below

(a) Definition of overtime

For employees classified at Level 7 or below overtime is any time worked:

- (i) in excess of the hours fixed for the relevant work cycle; or
- (ii) outside of the hours fixed in clause 8.1.

(b) Overtime rates

Where an employee works overtime, the employee must be paid:

- (i) **150%** of the minimum hourly rate for the first two hours; and
- (ii) **200%** of the minimum hourly rate thereafter;

calculated on a daily basis.

(c) Minimum payment

- (i) The minimum period for which an employee must be paid overtime is one half hour per week.
- (ii) An employee whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday.

This clause is being reviewed in [AM2015/6](#)

15.2 Overtime—general staff—shiftworkers classified at Level 7 or below

(a) For all time worked in excess of the ordinary weekly hours fixed, a shiftworker must be paid:

- (i) **150%** of the minimum hourly rate for the first three hours, and
- (ii) **200%** of the minimum hourly rate after three hours.

(b) For all time worked in excess of the ordinary daily hours on an ordinary shift, a shiftworker must be paid

- (i) **150%** of the minimum hourly rate for the first two hours, and
- (ii) **200%** of the minimum hourly rate after two hours.

(c) Saturday, Sunday and Public holiday work

A shiftworker whose ordinary hours do not include a Saturday, Sunday or a public holiday must be paid **200%** of the minimum hourly rate for all work done on such a day with a minimum payment of four hours. The minimum

payment does not apply if the work is continuous with the starting or finishing time of their ordinary shift.

15.3 The overtime rates in this clause and in the penalty rates clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

15.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 15.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule L. There is no requirement to use the form of agreement set out at Schedule L. An agreement under clause 15.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 15.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 15.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 15.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 15.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 15.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.4.

15.5 Rest periods after overtime

- (a) An employee who works overtime is entitled to a break of at least 10 hours plus reasonable travelling time, between the end of one period of duty and the start of the next.
- (b) An employee who has not had at least 10 consecutive hours' break must be released at the completion of the overtime until they have had 10 consecutive hours off duty without loss of pay during that absence.
- (c) If the employee resumes duty without having 10 consecutive hours' break they are to be paid at **200%** of the minimum hourly rate until they are released from duty and they are then entitled to be absent until they have had 10 consecutive hours' break, without loss of pay during that absence.
- (d) Where the employee is a shiftworker, the required break will be eight hours instead of 10 in the following circumstances:
 - (i) where overtime is worked for the purpose of changing shift rosters;

- (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace them; or
- (iii) where a shift is worked by arrangement between the employees themselves.

15.6 Recall to duty

Where an employee is required to return to duty after their usual finishing time the employee must be paid at the relevant overtime rate and must be paid for a minimum of three hours at that rate. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

15.7 Make-up time

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in clause 8.1.

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

Part 6—Leave, Public Holidays and Other NES Entitlements

16. Annual leave

16 amended in accordance with [PR582994](#). (16.4 renamed and substituted; 16.6 - 16.9 inserted); References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350]

16.1 Annual leave is provided for in the NES.

16.2 This clause supplements or deals with matters incidental to the NES provisions. Specific provisions dealing with annual leave for sessional employees can also be found in clause 6.6(c).

16.3 Payment of annual leave

During a period of annual leave an employee will receive a loading calculated on the rate of pay prescribed in clause 10—Minimum wages. Annual leave loading is payable on leave accrued on the following bases:

- (a) employees who would have worked on day work only had they not been on leave—**17.5%** of their minimum rate of pay; or
- (b) employees who would have worked on shiftwork had they not been on leave—a loading of **17.5%** of their minimum rate of pay or the shift loading, whichever is the greater.

~~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).~~

Removal of this note is unresolved by the parties.

Parties are asked to confirm submission for this clause [\[2017\] FWCFB 5536](#) at [94].

16.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 16.4 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

- (c) The employer must keep a copy of any agreement under clause 16.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 16.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

16.5 Annual close-down

- (a) An employer may specify up to two close-down periods each year, during which the employer will be closing down its operations.
- (b) For these periods an employer may require an employee to take annual leave subject to the requirement that the employee is given notice as soon as practicable of the employer's intention to close down.

16.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 16.6 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 16.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
 - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
 - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
 - (i) The employer must keep a copy of any agreement under clause 16.6 as an employee record.

Note 1: Under section 344 of the Act ~~Fair Work Act~~, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.6.

Note 2: Under section 345(1) of the Act ~~Fair Work Act~~, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.6.

Note 3: An example of the type of agreement required by clause 16.6 is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K.

16.7 Excessive leave accruals: general provision

Note: Clauses 16.7 to 16.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act ~~Fair Work Act~~.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 16.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

16.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 16.7(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 16.8(b)(i).

Note 2: Under section 88(2) of the Act ~~Fair Work Act~~, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

16.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 16.7(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 16.8(a) that, when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

17. Personal/carer's leave and compassionate leave

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

18. Community service leave

Community service leave is provided for in the NES.

19. Parental Leave

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

19.2 The NES is supplemented by maintaining an entitlement to payment, in relation to maternity leave, adoption leave or paternity leave for employees in the classifications under this award who were entitled to payment for maternity leave, adoption leave or paternity leave in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth);

- (a) that applied to the employee or would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) applied to the employee; and
- (b) that would have entitled the employee to paid maternity leave, adoption leave or paternity leave.

20. Public holidays

Public holidays provisions may be affected by [AM2014/301](#).

20.1 Public holidays are provided for in the NES.

20.2 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.

Parties are asked to submit re the consistency of this clause with the NES per [\[2017\] FWCFB 5536](#) at [\[93\]](#).

20.3 Part-day public holidays

20.3 inserted on 16 September 2016

For provisions relating to part-day public holidays see Schedule H—[2016](#) Part-day Public Holidays

21. Termination of employment

21.1 Notice of termination is provided for in the NES. This clause provides industry specific detail and supplements the NES in relation to termination of employment.

21.2 Notice of termination—teaching staff member

- (a) The employment of a teaching staff member (other than a casual employee) will not be terminated without at least four weeks' notice (inclusive of the notice required under the NES) or the payment of four weeks' salary instead of notice.
- (b) Where a course, previously scheduled, is cancelled because of the failure of students to attend, or to notify the employer that they would not be attending, or because the employer is otherwise made aware that the course will be undersubscribed and therefore have to be cancelled, and the employer cannot give four weeks' notice of termination of a teaching staff member, notice of at least two weeks will be given provided that the minimum notice period required by the NES must be given.

21.3 Notice of termination by an employee

- (a) 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.
- (b) If an employee fails to give the notice specified in clause 21.3(a) 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.

21.4 Job search entitlement

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.

22. Redundancy

22.1 Redundancy pay is provided for in the NES.

22.2 Transfer to lower paid duties

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 new ordinary time rate of pay for the number of weeks of notice still owing.

22.3 Employee leaving during 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.

22.4 Job search entitlement

- (a) 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) 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.
- (c) This entitlement applies instead of clause 21.4.

Part 7—Consultation and Dispute Resolution

23. Consultation

23.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) 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.
- (ii) **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.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 23.1(a), 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.
- (ii) 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 23.1(a).
- (iii) 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.

23.2 Consultation about changes to rosters or hours of work

- (a) 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.

- (b) The employer must:
- (i) 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);
 - (ii) 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
 - (iii) 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) 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.

Parties are to consider the proposed variations regarding ‘occupational health and safety’. See [\[2017\] FWCFB 3433](#) at [382].

- 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~~ work

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

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.

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Schedule A—Classifications—Academic Teachers

- A.1** A full-time or part-time academic teacher will be paid according to the salary scale set out in clause 10.1(a), and will be eligible for movement to the next salary point within the academic level as set out in the rates of pay as follows:
- (a) at the conclusion of each 12 month period, following the date of entry into an academic level as set out in the classification structure or the subsequent anniversary date; and
 - (b) following a staff development/performance review.
- A.2** Movement to the next salary point within the academic level will only occur when the employee has, over the preceding 12 months:
- (a) acquired and utilised additional skills, experience and knowledge within the ambit of the appropriate academic level, as set out in the classification standard and in accord with the priorities of the employer; and
 - (b) demonstrated satisfactory performance against the appropriate academic level.
- A.3** Movement to the next salary point will be effective from the anniversary date. In cases where a staff development/performance review is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date unless the delay is related to the acquisition of new skills and greater responsibility in which case the date of acquisition will be the effective date.
- A.4** Where an employee has been absent for in excess of three months in aggregate during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- A.5** An academic staff development/performance review will be conducted annually. It will normally be conducted by the relevant supervisor and will be confidential. The aims of the review will include:
- (a) assessment of performance and the acquisition of skills over the preceding 12 months against objective criteria within the relevant academic level in the classification standards including:
 - (i) undergraduate and postgraduate teaching as allocated by the supervisor in accordance with the organisational unit's priorities;
 - (ii) other undergraduate and postgraduate teaching as undertaken for the institution;
 - (iii) contributions to scholarly research, creative and/or professional activities appropriate to the staff member's profession or discipline;
 - (iv) participation in the administration of the institution and/or provision of leadership and the undertaking of senior administration activities as allocated by the institution; and
 - (v) contribution to professional activities relevant to the profession, discipline and/or community; and

- (b) identification of the development and training needs of the academic teacher in order to:
 - (i) enable the acquisition and use of new skills, experience and knowledge in accordance with the priorities of the organisational unit and/or the institution;
 - (ii) identify performance objectives; and
 - (iii) ensure continued satisfactory performance within the ambit of the academic level.

A.6 The minimum salary paid to academic teachers employed on a casual basis to deliver lectures or tutorials will be the rates set out in clause 10.1(b), those rates are derived from three base rates calculated using the following formulae:

- (a) Lecturing—the base rate applicable to lecturing is determined by reference to the second step of the full-time Level B scale.
- (b) Duties involving possession of a relevant doctoral qualification—this is determined by reference to the sixth step of the full-time Level A scale.
- (c) Tutoring—the base rate applicable to tutoring is determined by reference to the second step of the full-time Level A scale.

A.7 Classification descriptors

Academic teachers (other than casual academic teachers) will be classified into one of the following levels on the basis of which of the following descriptors most accurately describes the duties they undertake and their academic standing and experience.

A.7.1 Level A

- (a) A Level A academic teacher will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic teacher will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- (b) A Level A academic teacher will normally contribute to the teaching work of the employer at an undergraduate degree or graduate diploma level. Administration will generally be limited to the administration of the relevant unit or units of teaching they are engaged to teach.
- (c) An employee holding a relevant doctorate or responsible for the co-ordination of a subject or unit, will not be paid less than the sixth step of Level A.

A.7.2 Level B

- (a) A Level B academic teacher will undertake independent teaching and research in their discipline or related area. A Level B academic teacher will make an independent contribution through professional practice and expertise to the teaching effort of the employer, and may co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.
- (b) A Level B academic teacher may be required to teach at any level, on the basis of an established record of independent scholarship, research and/or professional activities appropriate to their profession or discipline. They may undertake administration relating to their discipline and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

A.7.3 Level C

A Level C academic teacher will play a major role or provide a significant degree of leadership in activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

Schedule B—Classifications—Teachers and Tutor/Instructors

This schedule is being reviewed in [AM2015/6](#)

B.1 Teachers and tutor/instructors will be paid according to the salary scale set out in 10.1(c).

B.1.1 On appointment a teacher will be placed on a salary level commensurate with the minimum salary for their qualifications and experience as determined by this schedule. The progress for a teacher classified as Category A, B, C, or D will be as follows:

(a) Category A commences at Level 4 and progresses to a maximum of Level 12.

(b) Category B commences at Level 3 and progresses to a maximum of Level 12.

(c) Category C commences at Level 2 and progresses to a maximum of Level 12.

(d) Category D commences at Level 1 and progresses to a maximum of Level 9.

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that they are able to carry on the full duties of a Category A, B, or C teacher.

B.1.2 If an employer does not accept (fully or in part) the qualifications or experience of a teacher, the employer will advise the teacher in writing what qualifications or experience are not accepted or the extent to which they are not accepted.

B.1.3 Subject to the continuing satisfactory conduct, diligence and performance of a teacher and the acquisition and utilisation of skills and knowledge through experience, progression from one salary level to the next will occur on the completion of a year of full-time experience or equivalent part-time experience.

B.1.4 Where the employer considers that the conduct, diligence or performance of a teacher is not satisfactory or the teacher has not acquired and utilised increased skills and knowledge which could reasonably be expected to be acquired and utilised and for that reason considers that progress to the next salary level is not warranted, a formal review will be undertaken by the employer prior to the date when the increment is due.

B.1.5 When a teacher achieves the further experience or qualifications which entitle the teacher to an increase in salary the increase will be calculated on and from the first pay period after the results of the course are announced or the experience is gained.

B.2 Teachers employed in English language colleges or in TESOL courses

B.2.1 Based on an assessment of a teacher's qualifications, a teacher will be classified in one of the following categories:

(a) **Category A**—a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL);

or a postgraduate diploma in applied linguistics, languages other than English (LOTE), or multicultural education.

- (b) **Category B**—a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate; or a degree and diploma including LOTE/TESOL method.
- (c) **Category C**—a teacher with a degree/diploma (three year minimum) plus a recognised TESOL certificate; or a degree/diploma (three year minimum) including LOTE/TESOL method.
- (d) **Category D**—other qualifications not provided for above and/or expected to acquire TESOL qualifications.

B.2.2 The following experience will be recognised as relevant experience:

- (a) full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;
- (b) other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of such teaching, to a maximum of three years;
- (c) part-time experience will be recognised on a pro rata basis; and
- (d) where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution.

B.2.3 Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than six months' service.

B.3 Teachers other than TESOL teachers

B.3.1 A teacher other than a TESOL teacher will be classified in accordance with the following:

- (a) **Category A**—a teacher with a five year degree or equivalent at university level in a field relevant to the teaching area.
- (b) **Category B**—a teacher with a four year degree or equivalent at university level in a field relevant to the teaching area.
- (c) **Category C**—a teacher with a three year degree or equivalent at university level in a field relevant to the teaching area.
- (d) **Category D**—any other teacher, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assesses nationally

recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework (ARF).

B.3.2 For the purpose of this schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

B.3.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

B.4 Tutor/instructors

B.4.1 A Tutor/instructor will be classified in accordance with the following:

- (a) Tutor/instructor Level 1 is a person with appropriate subject knowledge and skills as determined by the employer. A Tutor/instructor Level 1 will commence at Level 1 and may progress to a maximum of Level 3.
- (b) Tutor/instructor Level 2 is a person with appropriate subject knowledge and skills as determined by the employer and who has the minimum qualification of Certificate IV in Training and Assessment (TAA40104) or equivalent. A tutor/instructor Level 2 will commence at Level 2 and may progress to a maximum of Level 7.

B.4.2 For the purpose of this Schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

B.4.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

B.5 Movement between pay points

B.5.1 An employee will be eligible for movement to the next pay point within the classification structure after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.

B.5.2 Where an employee has been absent for in excess of three months, in aggregate, during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.

B.5.3 Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.

B.5.4 Movement to the next pay point will only occur when the employee has, over the preceding 12 months:

- (a) acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accordance with the priorities of the employer; and
- (b) demonstrated satisfactory performance.

- B.5.5** If the requirements in clause B.5.4 are not met at the conclusion of the 12 month period the employee will not progress to the next pay point until such time as the requirements are met.

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Schedule C—Classifications—General Staff

C.1 Classification Definitions

C.1.1 Definition 1: Supervision

(a) Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

(b) Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a supervisor.

Checking is selective rather than constant.

(c) General direction

Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

Performance is checked by assignment completion.

(d) Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

C.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

C.1.3 Definition 3: Classification dimensions

(a) Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(b) Occupational equivalent

Examples of occupations typically falling within each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Task level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

(e) Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level and the purposes to which that organisational knowledge may be put.

(f) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

(g) Typical activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

C.1.4 General Staff Level 1

(a) Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

- (i)** knowledge, training or experience relevant to the duties to be performed;
- (ii)** completion of Year 12 without work experience;
- (iii)** completion of Certificates I or II with work related experience; or
- (iv)** an equivalent combination of experience and training.

(b) Occupational equivalent

Labourer, security officer, administrative assistant, trainee for Level 2 duties.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Task level

Straightforward administrative or manual duties, or elements of Level 2 duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

(e) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(f) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

An employee after 12 months or two years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

(g) Typical activities

Perform a range of manual duties.

In administrative positions, perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

C.1.5 General Staff Level 2

(a) Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(b) Occupational equivalent

Technical assistant/technical trainee, administrative assistant.

(c) Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

(d) Task level

Task level will require some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

(e) Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

(f) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

(g) Typical activities

- (i) In technical assistant positions:
 - assist a technical officer in operating a laboratory, including ordering supplies;
 - assist in setting up routine experiments;

- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and
- assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

- (ii) In administrative positions perform a range of administrative support tasks including:
- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
 - to provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
 - to process accounts for payment.

C.1.6 General Staff Level 3

(a) **Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience;
or
- (v) an equivalent combination of relevant experience and/or education/training.

(b) **Occupational equivalent**

Technical officer or technician, administrative above Level 2.

(c) **Level of supervision**

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general

direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(d) Task level

May undertake limited creative, planning or design functions. Apply skills to a varied range of different tasks.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

(f) Judgment, independence and problem solving

- (i) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
- (ii) In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(g) Typical activities

- (i) In technical positions:
 - develop new equipment to criteria developed and specified by others;
 - under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
 - demonstrate the use of equipment and prepare reports of a technical nature as directed.
- (ii) In library technician positions:
 - undertake copy cataloguing;
 - use a range of bibliographic databases;
 - undertake acquisitions; and/or
 - respond to reference inquiries.
- (iii) In administrative positions:
 - may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;
 - plan and set up spreadsheets or database applications;

- be responsible for providing a full range of secretarial services;
- may be responsible for accounting transactions and the production of reports;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

C.1.7 General Staff Level 4

(a) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer). Administrator with responsibility for advice and determinations. Experienced technical officer.

(c) Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

(f) Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

(g) Typical activities

(i) In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

(ii) In library technician positions:

- perform at a higher level than Level 3;
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

(iii) In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. student fees or HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus;
- provide reports to management in account/financial, staffing, legislative requirements and other institutional activities; and/or
- administer salary and payroll requirements of the organisation.

(iv) In professional positions and under professional supervision:

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

C.1.8 General Staff Level 5

(a) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(d) Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) Judgment, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes, design, develop and test complex equipment, systems and procedures, undertake planning involving resources use and develop proposals

for resource allocation, exercise high level diagnostic skills on sophisticated equipment or systems, analyse and report on data and experiments.

(g) Typical activities

(i) In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or
- install, repair, provide and demonstrate computer services in laboratories.

(ii) In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget.

(iii) In professional positions:

- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

C.1.9 General Staff Level 6

(a) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least four years' subsequent relevant experience;
- (ii)** extensive experience and management expertise in technical or administrative fields; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Senior librarian, technical manager, professional or scientific officer, senior administrator in a small organisation.

(c) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(d) Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(g) Typical activities

(i) In a library, combine specialist expertise and responsibilities for managing a library function.

(ii) In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include professional development activities contributing to the profession and publication.

(iii) In technical manager positions, the management of teaching and scientific facilities.

(iv) In administrative positions, provide senior administrative support to a small organisation, or manage a functional unit with some complexity in a larger organisation.

C.1.10 General Staff Level 7

(a) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a medium sized organisation.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(e) Organisational knowledge

The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

- (iv) Provide senior administrative support to organisations of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

C.1.11 General Staff Level 8

(a) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications and extensive relevant experience; or
- (ii) extensive management experience and proven management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a more complex organisation.

(c) Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- (iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.
- (iv) Provide senior administrative support to the more complex organisations, taking into account the size, budget, course structure, external activities and management practices.

C.1.12 General Staff Level 9

(a) Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) proven expertise in the management of significant human and material resources; and
- (ii) in some areas postgraduate qualifications and extensive relevant experience.

(b) Occupational equivalent

Senior program manager or administrative manager.

(c) Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

(d) Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

(f) Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

(g) Typical activities

- (i)** Manage a large functional unit with a diverse or complex set of functions and significant resources.
- (ii)** Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.
- (iii)** Provide senior administrative support to the most complex and larger organisations involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

C.2 Movement between pay points

- C.2.1** Where there is more than one pay point for a classification level an employee will be eligible for movement to the next pay point within the classification level after each 12 month period, following a performance review that the employer will complete before the end of the 12 month period.
- C.2.2** Where an employee has been absent for in excess of three months in aggregate during the 12 month period, the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- C.2.3** Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.
- C.2.4** Movement to the next pay point within a classification level will only occur when the employee has, over the preceding 12 months:
- (a)** acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accord with the priorities of the employer; and
 - (b)** demonstrated satisfactory performance against the relevant position classification descriptors.
- C.2.5** If the requirements in this clause are not met at the conclusion of the 12 month period the employee will not progress to the next pay point within the classification level until such time as the requirements are met.

Schedule D—Summary of Hourly Rates of Pay—General Staff

Rates updated as a result of AWR 2017

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

D.1 Full-time and part-time adult employees

D.1.1 Full-time and part-time employees other than shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	100%	125%	250%
	\$	\$	\$
Level 1			
1.1	38,540.73	24.30	48.60
1.2	40,450.03	25.51	51.03
1.3	41,712.47	26.30	52.60
Level 2			
2.1	42,234.13	26.64	53.28
2.2	42,990.55	27.11	54.23
Level 3			
3.1	44,581.63	28.11	56.23
3.2	46,814.37	29.53	59.05
Level 4			
4.1	48,082.02	30.33	60.65
4.2	49,980.88	31.51	63.03
Level 5			
5.1	53,361.28	33.65	67.30
5.2	55,901.80	35.25	70.50
Level 6			
6.1	57,294.65	36.13	72.25
6.2	60,669.83	38.26	76.53
Level 7			
7.1	62,073.12	39.14	78.28
7.2	65,766.52	41.48	82.95

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

	Ordinary hours	Saturday	Public holiday
Level 8	69,898.12	44.08	88.15
Level 9	73,899.30	46.60	93.20

D.1.2 Full-time and part-time employees other than shiftworkers—general staff—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1				
1.1	29.16	38.88	38.88	48.60
1.2	30.62	40.82	40.82	51.03
1.3	31.56	42.08	42.08	52.60
Level 2				
2.1	31.97	42.62	42.62	53.28
2.2	32.54	43.38	43.38	54.23
Level 3				
3.1	33.74	44.98	44.98	56.23
3.2	35.43	47.24	47.24	59.05
Level 4				
4.1	36.39	48.52	48.52	60.65
4.2	37.82	50.42	50.42	63.03
Level 5				
5.1	40.38	53.84	53.84	67.30
5.2	42.30	56.40	56.40	70.50
Level 6				
6.1	43.35	57.80	57.80	72.25
6.2	45.92	61.22	61.22	76.53
Level 7				
7.1	46.97	62.62	62.62	78.28
7.2	49.77	66.36	66.36	82.95

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 8¹	–	–	–	–
Level 9¹	–	–	–	–

¹ These classifications of employees are not entitled to payment for overtime (see clause 15.3).

D.1.3 Full-time and part-time shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	100%	115%	130%	150%
	\$	\$	\$	\$
Level 1				
1.1	19.44	22.36	25.27	29.16
1.2	20.41	23.47	26.53	30.62
1.3	21.04	24.20	27.35	31.56
Level 2				
2.1	21.31	24.51	27.70	31.97
2.2	21.69	24.94	28.20	32.54
Level 3				
3.1	22.49	25.86	29.24	33.74
3.2	23.62	27.16	30.71	35.43
Level 4				
4.1	24.26	27.90	31.54	36.39
4.2	25.21	28.99	32.77	37.82

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	100%	115%	130%	150%
	\$	\$	\$	\$
Level 5				
5.1	26.92	30.96	35.00	40.38
5.2	28.20	32.43	36.66	42.30
Level 6				
6.1	28.90	33.24	37.57	43.35
6.2	30.61	35.20	39.79	45.92
Level 7				
7.1	31.31	36.01	40.70	46.97
7.2	33.18	38.16	43.13	49.77
Level 8	35.26	40.55	45.84	52.89
Level 9	37.28	42.87	48.46	55.92

D.1.4 Full-time and part-time shiftworkers—general staff—overtime rates

	Monday to Friday				Saturday, Sunday or public holiday
	Work in excess of ordinary weekly hours		Work in excess of ordinary daily hours on ordinary shift		
	First 3 hours	After 3 hours	First 2 hours	After 2 hours	
	% of minimum hourly rate				
	150%	200%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 1					
1.1	29.16	38.88	29.16	38.88	38.88
1.2	30.62	40.82	30.62	40.82	40.82
1.3	31.56	42.08	31.56	42.08	42.08
Level 2					
2.1	31.97	42.62	31.97	42.62	42.62
2.2	32.54	43.38	32.54	43.38	43.38

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

	Monday to Friday				Saturday, Sunday or public holiday
	Work in excess of ordinary weekly hours		Work in excess of ordinary daily hours on ordinary shift		
	First 3 hours	After 3 hours	First 2 hours	After 2 hours	
	% of minimum hourly rate				
	150%	200%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 3					
3.1	33.74	44.98	33.74	44.98	44.98
3.2	35.43	47.24	35.43	47.24	47.24
Level 4					
4.1	36.39	48.52	36.39	48.52	48.52
4.2	37.82	50.42	37.82	50.42	50.42
Level 5					
5.1	40.38	53.84	40.38	53.84	53.84
5.2	42.30	56.40	42.30	56.40	56.40
Level 6					
6.1	43.35	57.80	43.35	57.80	57.80
6.2	45.92	61.22	45.92	61.22	61.22
Level 7					
7.1	46.97	62.62	46.97	62.62	62.62
7.2	49.77	66.36	49.77	66.36	66.36
Level 8¹	–	–	–	–	–
Level 9¹	–	–	–	–	–

¹ These classifications of employees are not entitled to payment for overtime (see clause 15.3).

D.2 Casual adult employees

D.2.1 Casual employees other than shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	125%	150%	275%
	\$	\$	\$
Level 1			
1.1	24.30	29.16	53.46
1.2	25.51	30.62	56.13
1.3	26.30	31.56	57.86
Level 2			
2.1	26.64	31.97	58.60
2.2	27.11	32.54	59.65
Level 3			
3.1	28.11	33.74	61.85
3.2	29.53	35.43	64.96
Level 4			
4.1	30.33	36.39	66.72
4.2	31.51	37.82	69.33
Level 5			
5.1	33.65	40.38	74.03
5.2	35.25	42.30	77.55
Level 6			
6.1	36.13	43.35	79.48
6.2	38.26	45.92	84.18
Level 7			
7.1	39.14	46.97	86.10
7.2	41.48	49.77	91.25
Level 8	44.08	52.89	96.97
Level 9	46.60	55.92	102.52

D.2.2 Casual shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
	\$	\$	\$	\$
Level 1				
1.1	24.30	27.22	30.13	34.02
1.2	25.51	28.57	31.64	35.72
1.3	26.30	29.46	32.61	36.82
Level 2				
2.1	26.64	29.83	33.03	37.29
2.2	27.11	30.37	33.62	37.96
Level 3				
3.1	28.11	31.49	34.86	39.36
3.2	29.53	33.07	36.61	41.34
Level 4				
4.1	30.33	33.96	37.60	42.46
4.2	31.51	35.29	39.08	44.12
Level 5				
5.1	33.65	37.69	41.73	47.11
5.2	35.25	39.48	43.71	49.35
Level 6				
6.1	36.13	40.46	44.80	50.58
6.2	38.26	42.85	47.45	53.57
Level 7				
7.1	39.14	43.83	48.53	54.79
7.2	41.48	46.45	51.43	58.07
Level 8	44.08	49.36	54.65	61.71
Level 9	46.60	52.19	57.78	65.24

Schedule E—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2017
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See clause 11 for full details of allowances payable under this award.

E.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule I as the minimum weekly rate for Level 2.1 in clause 10.1(d) = **\$809.60**

Allowance	Clause	% of standard rate \$809.60	\$ per week
First aid allowance	11.1(a)	1.5	12.14

E.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

E.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.2:

Allowance	Clause	\$
Laundry allowance	11.2(b)	3.55 per week
Meal allowance—overtime	11.2(c)	15.14 per occasion
Further meal allowance—overtime exceeding four hours	11.2(c)	12.12 per occasion
Vehicle allowance—use of own motor vehicle:		
Motor car	11.2(g)(i)	0.78 per km
Motorcycle	11.2(g)(ii)	0.26 per km

E.2.1 Adjustment of expense related allowances

E.2.2 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.

E.2.3 The applicable 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
Meal allowance	Take away and fast foods sub-group
Laundry allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

Schedule F—Supported Wage System

Schedule F updated in accordance with [PR581528](#)

F.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

F.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

F.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

F.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

F.4 Supported wage rates

F.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

F.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

F.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

F.5 Assessment of capacity

F.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

F.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

F.6 Lodgement of SWS wage assessment agreement

F.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

F.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

F.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

F.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

F.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

F.10 Trial period

F.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

F.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

F.10.4 Work trials should include induction or training as appropriate to the job being trialled.

F.11 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.

Schedule G—National Training Wage

Schedule G deleted by [PR593854](#)

DRAFT

Schedule H—2016 Part-day Public Holidays

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

Schedule H amended in accordance with [PR580863](#)

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

H.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) 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 H.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 H.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.

Exposure draft – Educational Services (Post-Secondary Education) Award 2015

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

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

DRAFT

Schedule I—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

This schedule is being reviewed in [AM2015/6](#)

In this award, unless the contrary intention appears:

academic teacher means an employee engaged to teach students, where a majority of the employee’s teaching work is in the delivery of units or programs which are at bachelor’s degree level or higher academic level, including the delivery of units which are intended subsequently to be accepted without discount as credit towards a degree

accredited means accredited by an authority exercising statutory powers of accreditation, not being an educational institution

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

AQF means the Australian Qualifications Framework

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

ELICOS means English Language Intensive Courses for Overseas Students

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)

general staff member means an employee employed in a capacity other than as an academic teacher, a teacher or tutor/instructor and includes employees engaged in clerical, administrative, professional and technical work

LOTE means Languages Other Than English

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

~~**post-secondary educational services industry** means the provision of education and training to persons over the age of 16 years who have exited the school education system~~

public holiday means a day identified as a public holiday in the NES

standard rate means the minimum weekly rate for Level 2.1 in clause 10.1(d)

teacher means an employee engaged to teach students where a teaching qualification is mandatory or required by the employer, and where the work required involves teaching a course of study or units of work recognised within or pursuant to the Australian Qualifications Framework or accredited by a relevant state or territory authority and which is neither the work of an academic teacher nor a tutor/instructor

teaching staff member means an academic teacher, a teacher or a tutor/instructor

TESOL means Teaching English to Speakers of Other Languages

tutor/instructor means an employee engaged in providing tutoring/instruction to students where the course is not accredited and where the employer may not require a teaching qualification and which is neither the work of an academic teacher nor a teacher

Parties are asked to clarify whether an employee who does not hold a teaching qualification and is teaching a course or units which are accredited falls within the definition of a teacher or tutor/instructor.

Parties are asked to confirm submission for this clause [\[2017\] FWCFB 5536](#) at [\[94\]](#).

Schedule J—Agreement to Take Annual Leave in Advance

Schedule J—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582994](#).

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule K—Agreement to Cash Out Annual Leave

Schedule K—Agreement to Cash Out Annual Leave inserted in accordance with [PR582994](#)

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule L—Agreement for Time Off Instead of Payment for Overtime

Schedule L— Agreement for time off instead of payment for overtime inserted in accordance with [PR584094](#)

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___