



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/281)

PROFESSIONAL EMPLOYEES AWARD 2010

[MA000065]

Scientific services

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Professional Employees Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Professional Employees Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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Professional Employees Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Professional Employees Award 20XX*.
- 1.2 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.

2. Definitions

- 2.1 In this award, unless the contrary intention appears:

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

communications includes any communication whether between persons and persons, things and things or persons and things, and whether in the form of:

- (a) speech, music, or other sounds;
- (b) data;
- (c) text;
- (d) visual images, whether or not animated;
- (e) signals; or
- (f) in any other form or other combination of forms.

core competency standards means the competency standards developed for a graduate's relevant professional discipline. Progress by a graduate towards attaining core competency standards will be assessed by comparison with the specified performance criteria.

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

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

in-service training means the formal and informal work-related learning activities undertaken by a technology based graduate through opportunities provided by the

employer, which contribute to professional development and efficiency. This includes supervised and unsupervised work experience to increase the breadth and depth of knowledge and the skills acquired by the graduate in specific areas of professional practice.

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 [Act](#).

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.

supervision means the oversight, direction, instruction, guidance and/or support provided to a graduate by the experienced professional responsible for ensuring the graduate is not placed in situations where required to function beyond their competence.

2.2 Engineering stream

Experienced engineer means a Professional engineer with the undermentioned qualifications engaged in any particular employment where the adequate discharge of any portion of the duties requires qualifications of the employee as (or at least equal to those of) a member of Engineers Australia. The qualifications are as follows:

- (a) membership of Engineers Australia; or
- (b) having graduated in a 4 or 5 year course at a university recognised by Engineers Australia, 4 years' experience on professional engineering duties since becoming a Qualified engineer; or
- (c) not having so graduated, 5 years of such experience.

Graduate engineer means a person who is the holder of a university degree (4 or 5 year course) recognised by Engineers Australia or is the holder of a degree, diploma or other testamur which:

- (a) has been issued by a technical university, an institute of technology, a European technical high school (technische hochschule) or polytechnic or other similar educational establishment; and
- (b) is recognised by Engineers Australia as attaining a standard similar to a university degree; and has been issued following:
 - (i) a course of not less than 4 years' duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian university; or
 - (ii) a part-time course of sufficient duration to obtain a similar standard as a 4 year full-time course after a similar standard of secondary education.

Professional engineer means a person qualified to carry out professional engineering duties as defined. The term professional engineer includes graduate engineer and experienced engineer as defined in clause 2.2.

professional engineering duties means duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) of a graduate member of Engineers Australia.

2.3 Information technology and telecommunications services stream

Information technology industry means:

- (a) the design and manufacture of computers and computer peripherals;
- (b) the design and manufacture of telecommunications equipment;
- (c) the design and manufacture of computer software;
- (d) computer system installation, repair and maintenance;
- (e) computer consultancy services;
- (f) computer programming;
- (g) system analysis services;
- (h) the design, development and maintenance of online internet architecture and the facilitation of online content management; or
- (i) activities which are incidental, ancillary or complementary to the activities set out in this definition.

Experienced information technology employee means a professional information technology employee with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- (a) that they have graduated with a university degree, with a science or information technology major (3, 4 or 5 year course) and had 4 years' experience on professional information technology duties since graduating; or
- (b) that they, not having so graduated, have sufficient qualifications and experience to be eligible for admission as a member of the Australian Computer Society plus a further 4 years' experience on professional information technology duties.

Graduate information technology employee means a person who:

- (a) holds a university degree with a science or information technology major (3, 4 or 5 year course) accredited by the Australian Computer Society at professional level; or
- (b) has sufficient qualifications and experience to be eligible for admission as a member of the Australian Computer Society.

Professional information technology duties means duties carried out by a person in employment where the adequate discharge of any of the duties requires a person to:

- (c) hold a university degree with a science or information technology major (3, 4 or 5 year course) accredited by the Australian Computer Society at professional level; or
- (d) have sufficient qualifications and experience to be eligible for admission as a member of the Australian Computer Society.

Professional information technology employee means an adult person qualified to carry out professional information technology duties as defined. The term professional information technology employee includes graduate information technology employee and experienced information technology employee as defined.

Telecommunications service means a service for carrying communications by means of guided or unguided electromagnetic energy or both. Carrying includes transmitting, switching or receiving.

Telecommunications services industry means:

- (a) the supply and/or installation and/or maintenance of telecommunications services; or
- (b) the supply and/or installation and/or maintenance of value added telecommunications services; or
- (c) incidental, ancillary or complementary to the supply and/or installation and/or maintenance of telecommunications services; or
- (d) the installation and/or maintenance of telecommunications equipment and line.

2.4 Scientist stream

Academic schedule means:

- (a) A degree in science from an Australian, New Zealand or United Kingdom university or from an Australian tertiary educational institution.
- (b) Academic qualifications acceptable to the Royal Australian Chemical Institute for admission to the grade of corporate membership.
- (c) Academic qualifications acceptable to the Australian Institute of Physics for admission to the grades of graduate membership or corporate membership.
- (d) Academic qualifications in metallurgy, metallurgical engineering or technology acceptable to either the Australasian Institute of Mining and Metallurgy for admission to the grade of junior or corporate membership, or the Institution of Metallurgists (London) for admission to the grades of graduate or associate membership.
- (e) Academic qualifications acceptable to the Australian Institute of Agricultural Science and Technology for admission to the grade of corporate membership.

- (f) Academic qualifications acceptable to the Australian Institute of Food Science and Technology for admission to the grades of graduate or corporate membership.
- (g) Academic qualifications acceptable to a pharmacy board or council within the Commonwealth of Australia provided that the award will not apply to pharmacists employed in a retail pharmacy shop.

Experienced scientist means a Professional scientist possessing the following qualifications and engaged in any particular employment, the adequate discharge of any portion of the duties of which, requires the possession of such qualifications.

The qualifications are:

- (a) a degree or diploma and the following further experience in professional scientific duties obtained after their degree or diploma:
 - (i) when a graduate (4 or 5 year course) – 4 years' experience;
 - (ii) when a graduate (3 year course) – 5 years' experience, or
- (b) that they possess qualifications acceptable to:
 - (i) the Royal Australian Chemical Institute for admission to the grade of Associate member; or
 - (ii) the Australian Institute of Physics for admission to the grade of member; or
 - (iii) the Australasian Institute of Mining and Metallurgy for admission to the grade of member; or
 - (iv) the Australian Institute of Food Science and Technology for admission to the grade of Associate member.

Professional scientist means a person qualified to carry out professional scientific duties as defined and includes qualified scientist and experienced scientist as defined.

Professional scientific duties means duties carried out by a person in employment where the adequate discharge of any of the duties requires the employee to have the academic qualifications set out in the academic schedule as defined.

Qualified scientist means a professional scientist other than an experienced scientist as defined, that is, a person possessing academic qualifications as specified in the academic schedule.

2.5 Quality auditing stream

Quality auditing industry means that industry in which the participants provide advisory, auditing and assessment services to companies which are pursuing quality improvement programs (in compliance with the International Standards Organisations quality standards).

Quality auditor/senior (lead) quality auditor means for the purposes of this award the classifications as outlined in Schedule A—Classification Structure and Definitions.

Quality auditing means duties carried out by a person in employment within the quality auditing industry where the adequate discharge of any of the duties requires the following qualifications and experiences:

(a) Educational requirements

- (i) Auditors will have successfully completed a course of study, after completing secondary education, involving a minimum of 600 hours direct contact and leading to an award from a recognised body, college or university. Equivalent distance learning courses or corporate/professional membership of a recognised professional institution will also be recognised.
- (ii) In all cases, documentary evidence of the educational standard claimed will be required. Copies of degree or certificates will be required as objective evidence to satisfy the educational requirement. Verification of the awards will be as follows:
 - originals (which are to be returned after sighting by an officer of the auditor certification body);
 - photocopies which have been signed as verified by one of the applicant's sponsors; or
 - a letter from the qualifying authority, e.g. university or college, confirming the award made.
- (iii) As an alternative, auditors may be considered for certification if they can demonstrate 8 years' full-time work experience and satisfy the auditor certification body they have achieved a satisfactory educational standard including oral and written communication skills necessary to conduct and/or manage audits.

(b) Experience requirement

- (i) Auditors will have a minimum of 2 years' relevant experience in the implementation or application of quality management systems which provides the practical knowledge necessary to effectively audit such systems.
- (ii) The quality management system experience required may be concurrent with work experience, but must have been achieved in the 6 years prior to initial certification.

(c) Auditing experience requirement

- (i) All levels of auditor will maintain an audit log in order to demonstrate that their auditing experience was gained under the prescribed conditions and within the required time frame.

- (ii) For all levels of auditor, only independent audits satisfy the auditing experience requirements. The auditor and the auditor's organisation will have independent management and operating structure from the audited organisation. Examples of acceptable relationships are:
- a head office audit of a plant or division;
 - one division of plant auditing another division or plant;
 - a customer organisation auditing a supplier;
 - a third party certification audit; or
 - a consultant contracted to provide an independent audit.

2.6 Medical researcher stream

Academic qualifications means:

- (a) a university degree majoring in a medical research discipline as defined (3, 4 or 5 year course) from:
- (i) an Australian, New Zealand, United Kingdom or United States of America university or from an Australian tertiary educational institution; or
- (ii) such other university recognised as providing an equivalent standard; or
- (b) a PhD, Research Doctorate or Master's degree majoring in a medical research discipline as defined.

Experienced medical research employee means a Professional medical research employee with the undermentioned qualifications and employed by a medical research institute in employment the adequate discharge of any portion of the duties of which employment requires that:

- (a) they have graduated with a PhD, Research Doctorate or Master's degree majoring in a medical research discipline as defined; or
- (b) they, not having so graduated, will have had further experience in professional medical research duties, after obtaining their university degree, as follows:
- (i) when a graduate (4 or 5 year course) – 4 years' experience;
- (ii) when a graduate (3 year course) – 5 years' experience.

Graduate medical research employee means a Professional medical research employee employed by a medical research institute, other than an Experienced medical research employee, that is, a person possessing a university degree majoring in a medical research discipline (3, 4 or 5 year course) from an Australian, New Zealand, United Kingdom or United States of America university or from an Australian tertiary educational institution.

health services means activities that are intended or claimed by the entity performing them to:

- (a) assess, maintain or improve an individual's health;
- (b) diagnose an individual's illness, injury or disability; or
- (c) treat an individual's illness, injury or disability or suspected illness, injury or disability.

higher education organisation means an educational institution providing undergraduate and post-graduate teaching leading to the conferring of degrees.

medical research discipline means medicine, science, and health related disciplines relating to the improvement of health, the prevention, diagnosis and treatment of health, the provision of health care, public health and medical research.

medical research institute means a not-for-profit organisation:

- (a) principally engaged in basic, applied, translational or clinical research; and
- (b) operating for the primary purpose of the cure, diagnosis, prevention and treatment of disease,

but does not include:

- (a) organisations operating for the primary purpose of the provision of health services;
- (b) higher education organisations as defined;
- (c) Commonwealth, State or Territory government agencies.

Professional medical research employee means a person employed by a medical research institute and qualified to carry out professional medical research duties as defined. The term Professional medical research employee will embrace and include Graduate medical research employee and Experienced medical research employee as defined in clause 2.6.

professional medical research duties means duties

- (a) carried out by a person in a medical research institute;
- (b) directly relevant to basic, applied, translational or clinical research; and
- (c) the adequate discharge of any portion of which duties requires a person to hold the Academic qualifications as defined,

but excludes duties which indirectly support such research duties, such as clerical, administrative and computing support.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This industry and occupational award covers employers throughout Australia as follows:

- (a) Employers throughout Australia with respect to their employees performing professional engineering and professional scientific duties who are covered by the classifications in Schedule A—Classification Structure and Definitions of the award and those employees.
- (b) Employers throughout Australia principally engaged in the information technology industry, the quality auditing industry or the telecommunications services industry and their employees who are covered by the classifications in Schedule A—Classification Structure and Definitions.
- (c) Employers throughout Australia principally engaged as medical research institutes with respect to their employees performing professional medical research duties who are covered by the classifications in Schedule B—Medical Research Employees and those employees.

4.2 The award does not cover employees who are covered by the following awards:

- (a) *Airport Employees Award 2020*;
- (b) *Black Coal Mining Industry Award 20XX*;
- (c) *Electrical Power Industry Award 2020*;
- (d) *Nurses Award 20XX*;
- (e) *Port Authorities Award 2020*;
- (f) *Rail Industry Award 2020*;
- (g) *State Government Agencies Award 2020*; and
- (h) *Water Industry Award 2020*.

4.3 The award does not cover employees of a local government covered by another award.

4.4 This award covers any employer which supplies labour on an on-hire basis in the industries set out in clauses 4.1 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 those industries. Clause 4.4 operates subject to the exclusions from coverage in this award.

- 4.5** This award covers any employer which supplies on-hire employees in classifications set out in Schedule A—Classification Structure and Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6** This industry and occupational award does not cover:
- (a) an employee excluded from award coverage by the [Act](#);
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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.

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and

- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6 An agreement must do all of the following:
 - (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7 An agreement must be:
 - (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11 An agreement may be terminated:
 - (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 26—Dispute resolution.

7. Facilitative provisions for flexible working practices

7.1 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.

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

Clause	Provision	Agreement between an employer and:
13.2	Ordinary hours of work	An individual
13.7	Transfers – period of notice	An individual
18.5	Annual leave in advance	An individual
18.6	Cashing out of annual leave	An individual
23.2	Substitution of public holidays	An individual

7.3 Agreements made pursuant to clause 7.2 must be recorded in writing and be available to every affected employee on request.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Contract of employment

Employment may be full-time, part-time or casual.

8.2 Notification of conditions of employment

Employees engaged or employed by an employer covered by this award must be advised in writing by the employer of the conditions under which the employee is to be employed.

9. Full-time employees

Any person not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee.

10. Part-time employees

10.1 An employee may be engaged for a specified number of ordinary hours each week being less than an average of 38 hours per week.

10.2 A part-time employee must be paid the appropriate minimum hourly rate for the classification prescribed in clause 14—Minimum rates and must receive other conditions under this award on a pro rata basis.

10.3 Any employee engaged on a full-time basis must not be converted to a part-time basis as set out in clause 10 without the employee's written agreement.

11. Casual employees

11.1 An employee may be engaged as a casual and must be paid per hour worked:

(a) the minimum hourly rate appropriate to the employee's classification prescribed in clause 14—Minimum rates; and

(b) a loading of 25% of that rate.

11.2 The casual loading is paid to compensate casual employees for a lack of continuity in employment, paid leave, termination and other employment benefits of a full-time or part-time employee.

11.3 A casual employee must be paid for at least 2 consecutive hours of work on each occasion they are required to attend work

11.4 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 26—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10—Part-time employees.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
- (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

12.1 The classification definitions in Schedule A—Classification Structure and Definitions and Schedule B—Medical Research Employees will apply.

12.2 Notification of responsibility level

An employee must on appointment and/or upon request be informed by their employer of the responsibility level as described in Schedule A—Classification Structure and Definitions or Schedule B—Medical Research Employees which the employer considers relevant to the employee's employment having regard to the duties performed by the employee concerned.

12.3 Evidence of qualifications

- (a) An employee who is employed under this award or who is an applicant for employment covered by this award, must if and when required to do so by the employer, produce to the employer written evidence that they possess or have acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology employee or, Experienced information technology employee, Graduate medical research employee or Experienced medical research employee.
- (b) Where an employee has failed to produce to the employer written evidence that they possess or have acquired the relevant qualifications and the employee subsequently claims to be entitled to payment at a rate prescribed by this award, it will be a defence to the employer if the employer establishes that during the said period the employer did not know and had no reason to believe that the employee had acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology employee or, Experienced information technology employee, Graduate medical research employee or Experienced medical research employee.

12.4 Professional development

- (a) Employees are responsible for keeping themselves informed of developments in their profession and developing their professional knowledge and ability. It is appropriate for employees to be encouraged to undertake self-development programs.
- (b) Where the employee and the employer agree that an activity be undertaken by the employee as a component of a structured training program, the employer will meet all costs associated with the training.

Part 3—Hours of Work

13. Ordinary hours of work

- 13.1 For the purpose of the [NES](#), ordinary hours of work under this award are 38 per week.
- 13.2 An employee who by agreement with their employer is working a regular cycle (including shorter or longer hours) must not have ordinary hours of duty which exceed an average of 38 hours per week over the cycle.
- 13.3 Employers must compensate for:
 - (a) time worked regularly in excess of ordinary hours of duty;
 - (b) time worked on-call-backs;
 - (c) time spent standing by in readiness for a call-back;

- (d) time spent carrying out professional engineering duties or professional scientific/information technology duties outside of the ordinary hours over the telephone or via remote access arrangements; or
- (e) time worked on afternoon, night or weekend shifts.

13.4 Compensation may include:

- (a) granting special additional leave;
- (b) granting special additional remuneration;
- (c) taking the factors in clause 13.3 into account in the fixation of annual remuneration; or
- (d) granting a special allowance or loading.

13.5 Where relevant, compensation in clause 13.4 must include consideration of the penalty rate or equivalent and conditions applicable from time to time to the majority of employees employed in a particular establishment in which the employee is employed.

13.6 The compensation in clause 13.4 must be reviewed annually to ensure that it is set at an appropriate level having regard to the factors listed in clause 13.

13.7 **Transfers**

- (a) An employee who is transferred permanently from day work to shiftwork or from shiftwork to day work must receive at least one month's notice unless the employer and the employee agree on a lesser period of notice.
- (b) Clause 13.7(a) is subject to the requirements of clause 25—Consultation about changes to rosters or hours of work.

Part 4—Wages and Allowances

14. **Minimum rates**

14.1 The minimum annual wages payable to full-time employees in the classifications defined in Schedule A—Classification Structure and Definitions and Schedule B—Medical Research Employees are:

Classification	Annual wages (full-time employee)	Minimum hourly rate
	\$	\$
Level 1 Graduate professional— pay point 1.1 (3 year degree)	51,498	25.98
Level 1 Graduate professional—	52,817	26.64

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Classification	Annual wages (full-time employee)	Minimum hourly rate
	\$	\$
pay point 1.1 (4 or 5 year degree)		
Level 1 Graduate professional— pay point 1.2	53,704	27.09
Level 1 Graduate professional— pay point 1.3	55,940	28.22
Level 1 Graduate professional— pay point 1.4	58,773	29.65
Level 2 Experienced professional/quality auditor/experienced medical research employee	60,754	30.65
Level 3 Professional/senior (lead) quality auditor/experienced medical research employee	66,396	33.49
Level 4 Professional/experienced medical research employee	74,885	37.78
Level 5 Experienced medical research employee	90,213	45.51

14.2 Minimum hourly rates are calculated as follows:

$$\text{Hourly rate} = (\text{Annual wage} \times 6/313) / 38$$

15. Payment of wages

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.

15.1 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 15.1(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 15.1(b) allows the Commission to make an order delaying the requirement to make a payment under clause 15.1. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

16. Allowances

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.

16.1 Employers must pay to an employee the expense-rated allowances the employee is entitled to under clause 16.

16.2 Travelling expenses and travelling time

An employee must be reimbursed all reasonable expenses (including accommodation, meals and out-of-pocket expenses directly related to their employment) incurred while travelling on their employer's business. Reasonable compensation for excess travel time will be agreed upon.

16.3 Vehicle allowance

The employer must pay an employee required to use their private vehicle on the employer's business at least **\$0.78** per kilometre travelled. For the purposes of clause 16.3 the use of the employee's private vehicle is by mutual agreement between the employee and employer.

16.4 Equipment and special clothing

Except where an employee elects to provide equipment and special clothing, the employer must provide free of cost, all such equipment and special clothing reasonably required for the adequate discharge of duties. The equipment or clothing will remain the property of the employer.

16.5 Adjustment of expense-related allowances

(a) At the time of any adjustment to wages as a result of an annual wage review, 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.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group

17. Superannuation

17.1 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.

17.2 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.

17.3 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 17.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 17.3(a) or 17.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or 17.3(b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the

superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or 17.3(b) to one of the following superannuation funds or its successor:

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

Part 5—Leave and Public Holidays

18. Annual leave

18.1 Annual leave is provided for in the [NES](#).

18.2 An employee must be paid a loading calculated at the rate of **17.5%** of their base rate of pay, provided that:

- (a) The entitlement must not exceed the ABS average weekly earnings for all males (Australia) for the September quarter of the year preceding the year in which the date of the accrual of the annual leave falls; and
- (b) Where an employee receives remuneration from their employer which is related to their annual leave loading and which is established as being of equivalent value to or greater value than the loading provided by clause 18.2, no further entitlement will accrue. Where the benefit is of a lesser value than equivalent value then the employer must make up the benefit to that value.

18.3 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the [NES](#), a **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

18.4 Annual close-down

(a) An employer may close down a section or more of the enterprise for the purpose of allowing annual leave to all or the majority of employees.

(b) The same conditions which apply to the other employees of the enterprise (or sections) also apply to employees covered by this award.

18.5 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 18.5 is set out at Schedule D—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 18.5 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 18.5, 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.

18.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 18.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 18.6.
- (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 18.6 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 18.6 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 18.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 18.6.

NOTE 2: 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 18.6.

NOTE 3: An example of the type of agreement required by clause 18.6 is set out at Schedule E—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Cash Out Annual Leave.

18.7 Excessive leave accruals: general provision

NOTE: Clauses 18.7 to 18.9 contain provisions, additional to the [NES](#), 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](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 18.3).
- (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 18.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 18.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

18.8 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 18.7(b) 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 clause 18.8(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

18.7, 18.8 or 18.9 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 clause 18.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 18.8(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 clause 18.8(d) may result in the direction ceasing to have effect. See clause 18.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

18.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 18.7(b) 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 clause 18.9(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 18.8(a) that, when any other paid annual leave arrangements (whether made under clause 18.7, 18.8 or 18.9 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 clause 18.9(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 18.7, 18.8 or 18.9 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 clause 18.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 18.3) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 18.9(a).

19. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

20. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

21. Community service leave

Community service leave is provided for in the [NES](#).

22. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

23. Public holidays

23.1 Public holiday entitlements are provided for in the [NES](#).

23.2 Substitution of public holidays by agreement at the enterprise

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

Part 6—Consultation and Dispute Resolution

24. Consultation about major workplace change

24.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

24.2 For the purposes of the discussion under clause 24.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

24.3 Clause 24.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

24.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 24.1(b).

24.5 In clause 24 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or

- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

24.6 Where this award makes provision for alteration of any of the matters defined at clause 24.5, such alteration is taken not to have significant effect.

25. Consultation about changes to rosters or hours of work

25.1 Clause 25 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

25.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

25.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 25.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

25.4 The employer must consider any views given under clause 25.3(b).

25.5 Clause 25 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

26. Dispute resolution

26.1 Clause 26 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

26.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

26.3 If the dispute is not resolved through discussion as mentioned in clause 26.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

26.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 26.2 and 26.3, a party to the dispute may refer it to the Fair Work Commission.

- 26.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 26.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 26.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 26.
- 26.8 While procedures are being followed under clause 26 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 26.9 Clause 26.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of Employment and Redundancy

27. Termination of employment

NOTE: Sections 117 and 123 of the [Act](#) set out requirements for notice of termination by an employer under the NES. Clause 27.1 requires an employer to give a greater minimum period of notice than that generally required under the NES.

27.1 Notice of termination or payment instead of notice by the employer

- (a) Clause 27.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) The employer must give an employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the [Act](#), except that the **minimum period of notice** is:
 - (i) one month; or
 - (ii) 5 weeks, if the employee is over 45 years old and has completed more than 5 years of continuous service with the employer at the end of the day the notice is given.
- (c) In clause 27.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).

27.2 Notice of termination by an employee

- (a) Clause 27.2 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer at least one month's notice of termination of employment.

- (c) If an employee who is at least 18 years old does not give the period of notice required under clause 27.2(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (d) If the employer has agreed to a shorter period of notice than that required under clause 27.2(b), then no deduction can be made under clause 27.2(c).
- (e) Any deduction made under clause 27.2(c) must not be unreasonable in the circumstances.

27.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 27.3 is to be taken at times that are convenient to the employee after consultation with the employer.

28. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

28.1 Transfer to lower paid duties on redundancy

- (a) Clause 28.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 28.1(c).
- (c) If the employer acts as mentioned in clause 28.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

28.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).

- (b) The employee is entitled to receive the benefits and payments they would have received under clause 28 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

28.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 28.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 28.3(b).
- (d) An employee who fails to produce proof when required under clause 28.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 27.3.

Schedule A—Classification Structure and Definitions

For employment involving the performance of professional duties except professional medical research duties, the following classification definitions apply:

A.1 Professional responsibility levels

A.1.1 Level 1—Graduate professional includes: graduate engineer, graduate scientist and graduate information technology employee

- (a) An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.
- (b) Under supervision from higher level Professional engineers, Professional scientists or Professional information technology employees as to method of approach and requirements, the employee performs normal professional work and exercises individual judgment and initiative in the application of principles, techniques and methods.
- (c) In assisting more senior Professional engineers, Professional scientists or Professional information technology employees by carrying out tasks requiring accuracy and adherence to prescribed methods of professional engineering or professional scientific/information technology analysis, design or computation, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- (d) Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgment and apply it progressively to more difficult tasks at Level 2.
- (e) Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- (f) Work is reviewed by higher level Professional engineers, Professional scientists or Professional information technology employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgment until Level 2 competence is achieved.
- (g) The employee may assign and check work of technical staff assigned to work on a common project.

A.1.2 Graduate professional—appointment and progression

(a) Pay Point 1.1

Means the pay point to which a graduate will be appointed where they possess and may be required to utilise a level of professional skill and knowledge based on either the completion of an accredited 3, 4 or 5 year tertiary professional technology qualification in Australia or equivalent.

(b) Pay Point 1.2

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.1 having been assessed as being competent at Pay Point 1.1, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:

(i) Training and experience

In addition to the experience, skill and knowledge requirements for Pay Point 1.1 up to one additional year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.

(ii) Core competency standards

The development of core competency standards in the practice setting/s undertaken since being assessed as competent at Pay Point 1.1 measured against the prescribed performance criteria.

(c) Pay Point 1.3

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.2 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:

(i) Training and experience

In addition to the experience, skill and knowledge requirements for Pay Point 1.2, up to one additional year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.

(ii) Core competency standards

In addition to the core competency standards developed at Pay Point 1.2, the further development of core competency standards in the practice settings undertaken since being assessed as competent at Pay Point 1.2 measured against the prescribed performance criteria.

(d) Pay Point 1.4

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.3 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:

(i) Training and experience

In addition to the experience, skill and knowledge requirements for Pay Point 1.3, up to one additional year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.

(ii) Core competency standards

In addition to the core competency standards developed at Pay Point 1.3, the further development of core competency standards in the practice settings undertaken since being assessed as competent at Pay Point 1.3 measured against the prescribed performance criteria.

A.1.3 Annual review

Subject to the requirements of each Pay Point, each graduate will progress on their annual anniversary date from one Pay Point to the next, having regard to the acquisition and utilisation of core competencies through experience in their practice setting/s over such period. Confirmation of the employee's progression to the next Pay Point will be provided by the employer in writing.

A.1.4 Deferral

Progression from one Pay Point to the next may be deferred or refused by the employer. Such deferral or refusal of progression will not be unreasonably or arbitrarily imposed by the employer. Any decision to defer or refuse progression to the next pay point will be confirmed in writing.

A.1.5 Appeal and review

An employee may appeal a deferral, provided that where any such appeal results in a revocation of the employer's decision, Pay Point progression will be deemed to operate and be payable from the employee's anniversary date for such progression. An appeal or review, for the purpose of clause A.1.5, will be undertaken and resolved in accordance with clause 26—Dispute resolution.

A.1.6 Accelerated advancement

Progression from one Pay Point to the next may be advanced by the employer to occur prior to the annual anniversary date provided that any such advancement is referable to the requirements for each Pay Point.

A.1.7 Level 2—Experienced professional

Following development, the Experienced professional plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

A.1.8 Level 2—Quality auditor

A candidate has satisfied the criteria and has demonstrated the ability to perform all or any part of a quality management system audit, solo, or as a member of a team to ISO 10011 Part 2, AS 3911 Part 2, NZS 10011 Part 2.

A.1.9 Level 3—Professional

- (a) An employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, the employee deals with problems for which it is necessary to modify established guides and devise new approaches.
- (b) The employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- (c) Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The employee makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. The employee consults, recommends and advises in specialty areas.
- (d) Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.
- (e) The employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

A.1.10 Level 3—Senior (lead) auditor

A candidate has satisfied the criteria and has demonstrated the ability to manage an audit team and co-ordinate all aspects of a complete quality management system audit to ISO 10011 Part 2, AS 3911 Part 2, NZS 10011 Part 2.

A.1.11 Level 4—Professional

- (a) An employee at this level performs professional work involving:
 - (i) considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgment; and
 - (ii) knowledge of more than one field of, or expertise (for example, acts as their organisation's technical reference authority) in a particular field of professional engineering, professional scientific/information technology field or professional information technology field.
- (b) An employee at this level:
 - (i) initiates or participates in short or long range planning and makes independent decisions on professional engineering, professional scientific, or information technology policies and procedures within an overall program;
 - (ii) gives technical advice to management and operating departments;

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- (iii) may take detailed technical responsibility for product development and provision of specialised professional engineering or professional scientific/information technology systems, facilities and functions;
 - (iv) coordinates work programs; and
 - (v) directs or advises on the use of equipment and materials.
- (c) An employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.
- (d) Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- (e) The employee supervises a group or groups including professionals and other staff, or exercises authority and technical control over a group of professional staff. In both instances, the employee is engaged in complex professional engineering or professional scientific/information technology applications.

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Schedule B—Medical Research Employees

For employment involving the performance of professional medical research duties, the following classification definitions apply:

B.1 Professional responsibility levels

B.1.1 Level 1—Graduate professional medical research employee

- (a) The employee undertakes initial professional medical research duties of limited scope and complexity that support and contribute to the research efforts of the research unit.
- (b) Under supervision from higher level Professional medical research employees as to method of approach and requirements, the employee performs normal professional medical research duties and exercises individual judgment and initiative in the application of principles, techniques and methods.
- (c) In assisting more senior Professional medical research employees by carrying out tasks requiring accuracy and adherence to established research methods, the employee draws upon advanced techniques and methods learned during and after the undergraduate course.
- (d) Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgment and apply it progressively to more difficult tasks at Level 2.
- (e) Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance.
- (f) Work is reviewed by higher level Professional medical research employees for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the employee progressively exercises more individual judgment until the level of competence at Level 2 is achieved.
- (g) The employee may assign and check work of technical staff assigned to work on a common project.

B.1.2 Graduate professional—appointment and progression

(a) Pay Point 1.1

Means the pay point to which a graduate will be appointed where they possess and may be required to utilise a level of professional skill and knowledge based on either the completion of an accredited 3, 4 or 5 year tertiary qualification in Australia or equivalent.

(b) Pay Point 1.2

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.1 having been assessed as being competent at Pay Point 1.1, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on, in addition to the experience, skill

and knowledge requirements for Pay Point 1.1, not more than one further year of practical professional experience, with supervision as appropriate.

(c) Pay Point 1.3

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.2 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on, in addition to the experience, skill and knowledge requirements for Pay Point 1.2, not more than one further year of practical professional experience, with supervision as appropriate.

(d) Pay Point 1.4

Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.3 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on, in addition to the experience, skill and knowledge requirements for Pay Point 1.3, not more than one further year of practical professional experience, with supervision as appropriate.

B.1.3 Annual review

Subject to the requirements of each Pay Point, each graduate will progress on their annual anniversary date from one Pay Point to the next, having regard to the acquisition and utilisation of core competencies through experience in their practice setting/s over such period. Confirmation of the employee's progression to the next Pay Point will be provided by the employer in writing.

B.1.4 Deferral

Progression from one Pay Point to the next may be deferred or refused by the employer. Such deferral or refusal of progression will not be unreasonably or arbitrarily imposed by the employer. Any decision to defer or refuse progression to the next pay point will be confirmed in writing.

B.1.5 Appeal and review

An employee may appeal a deferral, provided that where any such appeal results in a revocation of the employer's decision, Pay Point progression will be deemed to operate and be payable from the employee's anniversary date for such progression. An appeal or review, for the purpose of clause B.1.5, will be undertaken and resolved in accordance with clause 26—Dispute resolution of this award.

B.1.6 Accelerated advancement

Progression from one Pay Point to the next may be advanced by the employer to occur prior to the annual anniversary date provided that any such advancement is referable to the requirements for each Pay Point.

B.1.7 Level 2—Experienced professional medical research employee

(a) The Experienced professional plans and conducts professional medical research duties without detailed supervision but with guidance and is usually

engaged in more responsible assignments requiring substantial professional experience.

- (b) An employee at this level:
 - (i) contributes to the research outputs of a research group and/or their impact on health and community outcomes;
 - (ii) normally has a greater degree of autonomy and responsibility, including the conduct of components of independent research projects within an overall program, development of more advanced technical skills, and the guidance and support of students or more junior staff with respect of methodology and procedure;
 - (iii) may present at conferences and seminars, and provide input into the preparation of submissions to external funding bodies and other agencies; and
 - (iv) normally undertakes administrative functions in relation to their area of research.

B.1.8 Level 3—Experienced medical research employee

- (a) An employee at this level performs duties requiring the application of mature professional knowledge, with scope for individual accomplishment and the oversight of research projects. They should either be receiving or working towards obtaining independent research funding.
- (b) An employee at this level is expected to:
 - (i) contribute to the research direction of a research team, including, where appropriate, overseeing a research team within a research group and within broad guidelines requiring conformity with overall objectives and relative priorities;
 - (ii) make independent, original contributions to their area of research and/or its impact on health and community outcomes;
 - (iii) produce research that results in publications or influences health guidelines, health policy or other health advancements, either independently or through collaborations with other researchers, health professionals, policy officers or other relevant professionals;
 - (iv) present at conferences and seminars, and prepare submissions to external funding bodies and other agencies; and
 - (v) supervise support staff and other technical staff and guide the research efforts of more junior Professional medical research employees and Honours or Research Higher Degree students.

B.1.9 Level 4—Experienced medical research employee

- (a) An employee at this level is expected to have made a considerable original contribution to their area of research and be acknowledged nationally in their area of expertise. They will generally receive independent research funding.
- (b) An employee at this level is expected to:
 - (i) play a major role in the research direction of a research group, including, where appropriate, leading a research group or managing research projects;
 - (ii) hold a considerable record of independent, original contributions to an area of research and/or its impact on health and community outcomes;
 - (iii) produce research that results in publications or influences health guidelines, health policy or other health advancements, either independently or through collaborations with other researchers, health professionals, policy officers or other relevant professionals at a national or international level;
 - (iv) present at national and international conferences and seminars;
 - (v) prepare submissions to external funding bodies and other agencies, and play a role in the financial management of funding; and
 - (vi) supervise and advise other research staff, guide the research efforts of more junior Professional medical research employees, and supervise Honours or Research Higher Degree projects and students.

B.1.10 Level 5—Experienced medical research employee

- (a) An employee at this level is expected to have achieved recognition as an authority nationally or internationally in their area of research expertise, and play a leading role within the research community. They will oversee a program of research and receive independent research funding.
- (b) An employee at this level is expected to:
 - (i) lead a research team/unit within their organisation, including conceiving programs and problems to be investigated and determining research strategy and direction;
 - (ii) make responsible decisions on all matters, including ways of attaining research program objectives and financial management of research funding, subject only to overall policy and financial controls;
 - (iii) hold a substantial/major record of independent, original contributions to an area of research and/or its impact on health and community outcomes;
 - (iv) oversee research that results in publications or influences health guidelines, health policy or other health advancements, either independently or through collaborations with other researchers, health

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professionals, policy officers or other relevant professionals at a national or international level;

- (v) present at national and international conferences and seminars;
- (vi) support and guide the research efforts of Professional medical research employees in the research team/unit, direct staff, and supervise Research Higher Degree projects and students.

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Schedule C—Summary of Casual Hourly Rates of Pay

Employee classification	Casual minimum hourly rate
	125%
	\$
Level 1 Graduate professional— pay point 1.1 (3 year degree)	32.48
Level 1 Graduate professional— pay point 1.1 (4 or 5 year degree)	33.30
Level 1 Graduate professional— pay point 1.2	33.86
Level 1 Graduate professional— pay point 1.3	35.28
Level 1 Graduate professional— pay point 1.4	37.06
Level 2 Experienced professional/quality auditor/experienced medical research employee	38.31
Level 3 Professional/senior (lead) quality auditor/experienced medical research employee	41.86
Level 4 Professional/experienced medical research employee	47.23
Level 5 Experienced medical research employee	56.89

Schedule D—Agreement to Take Annual Leave in Advance

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 E—Agreement to Cash Out Annual Leave

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___