

The Architects Award—Exposure Draft was first published on 13 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
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	Incorporates changes resulting from [2018] FWCFCB 3936 , PR609401	21A
	Incorporates changes resulting from [2018] FWCFCB 4695 and [2018] FWCFCB 5846 , PR700544 , PR700646	10.4, 10.5
	Incorporates changes resulting from [2015] FWCFCB 4658	14
	Incorporates changes resulting from [2018] FWCFCB 4735 , PR610109	14
	Incorporates changes resulting from PR701683	Schedule F
	Incorporates changes resulting from [2018] FWCFCB 6863 , PR701482	6
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14 October 2019	Incorporating changes resulting from [2019] FWCFCB 1333 at [35]	1.3 (deleted)
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	Incorporating changes resulting from [2015] FWCFCB 4658 at [57]	15
	Incorporating changes resulting from [2019] FWCFCB 5144	22
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	Incorporating changes resulting from [2019] FWCFCB 5409 , PR711487	4, 5, 13, 24, 25, 26, 27
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with [2019] FWCFCB 5409 at [6] and Attachment A	5 (clause deleted and moved to 1.3), 8, 9, 10, Part 5—, 17, 21, 22, Part 8—, C.2.1, Schedule F

Exposure Draft—Architects Award 20XX

The Architects Award—Exposure Draft was first published on 13 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 14, 22

EXPOSURE DRAFT

Architects Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Architects Award 2010* as at 13 May 2016 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the *Architects Award 2010*. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/257](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.3 inserted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.4 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Architects 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.
- ~~1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

The introduction of new classifications is being reviewed in [AM2018/16](#) and the Full Bench has issued their provisional view on the insertion of new classifications, particularly students of architecture and Bachelor's Degree with a pathway to Masters in Decision [\[2019\] FWCFB 6138](#) at [34].

In this award, unless the contrary intention appears:

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

architect has the meaning given in clause 4.2

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

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

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

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

experienced Graduate of Architecture is a Graduate of Architecture who is performing the duties as defined for Level 2(a)—Experienced Graduate of Architecture in clause 13—Minimum rates

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

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [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

standard rate means the minimum annual salary for Level 1—Graduate of Architecture—Entry in clause 13—Minimum rates

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

3. The National Employment Standards and this award

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

4. Coverage

Clause 4 amended in accordance with [\[2019\] FWCFB 5409](#) at 118.

- 4.1 This occupational award covers employers of architects throughout Australia with respect to their employees in the classifications defined in Schedule A—Classification Definitions ~~in this award in clause 13—Minimum rates~~ and those employees to the exclusion of any other modern award.
- 4.2 **Architect** means an employee registered as an architect under any Australian legislation.
- 4.3 This award does not cover any employee engaged on the academic staff of a university or college of advanced education.
- 4.4 This award covers any employer which supplies on-hire employees in the classifications ~~defined~~~~set out~~ in ~~clauses 4.1~~ Schedule A—Classification 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 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFCB 5409](#) at [6].

~~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.~~

5. Individual flexibility arrangements

Clause 5 substituted in accordance with [\[2019\] FWCFCB 5409](#) and [PR711487](#).

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

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712206](#).

- 7.1** A facilitative provision is one which provides for the departure from an award provision by agreement between an employer and an individual employee, or the majority of employees, in the enterprise or workplace concerned.
- 7.2** Facilitative provisions are not a device to avoid award obligations, and must not result in unfairness to an employee or employees.
- 7.3** An employee may request to be represented in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 7.4** If requested, the representative must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision.

Involvement by a representative does not mean that the consent of the representative is required prior to the introduction of agreed facilitative arrangements.

7.5 Facilitation by individual agreement

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

Clause title	Clause number
Overtime	17
Time off instead of payment for overtime	17.2
Student or graduate study leave	13.6(c)
Fares, travelling expenses and travelling time allowance	15.2(d)
Annual leave in advance	18.6
Cashing out of annual leave	18.7
<u>Substitution of public holidays by agreement</u>	23.2

7.6 Facilitation by majority agreement

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

Clause title	Clause number
Ordinary hours of work and rostering	12.2
<u>Substitution of public holidays by agreement</u>	23.2

Part 2—Types of Employment and Classifications

8. Full-time employees

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

9. Part-time employees

- 9.1** A **part-time employee** means an employee who is employed to work less than 38 hours per week.
- 9.2** For each ordinary hour worked, a part-time employee will be paid the minimum hourly rate for the appropriate classification.
- 9.3** A part-time employee will accrue all the provisions of this award as a full-time employee on a pro rata basis according to the number of hours the employee works.
- 9.4** The spread of ordinary working hours will be the same as those prescribed for full-time employees.

10. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Casual employment provisions may be affected by [AM2014/197](#) and [\[2017\] FWCFB 3541](#).

- 10.1** A **casual employee** is one engaged and paid as a casual employee.
- 10.2** For each ordinary hour worked, a casual employee will be paid the minimum hourly rate, plus a **25%** loading.
- 10.3** An employee not specifically engaged as a casual employee will be deemed to be employed as a full-time or part-time employee.
- 10.4** A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.
- 10.5 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 10.5 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 ~~paragraph (b) clause~~ 10.5(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 10.5, 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 9—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 10.5.
 - (o) Nothing in clause 10.5 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 10.5 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 10.5 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 10.5 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 10.5(q).

11. Classifications

11.1 Wages, classification and progression

- (a) On engagement, an employee must be advised in writing of their wage and any normal practice in regards to remuneration reviews, where remuneration is in excess of award prescription.
- (b) On request, an employer must advise an employee of the award classification which the employer considers to be appropriate having regard to the duties performed by the employee concerned.

11.2 Classification level definition

The classification definitions in Schedule A—Classification Definitions will apply.

Part 3—Hours of Work

12. Ordinary hours of work

- 12.1** The ordinary hours of duty of an employee must not exceed 38 per week and are to be worked between 8.00 am and 6.00 pm Monday to Friday inclusive.
- 12.2** The spread of ordinary hours may be altered by agreement between an employer and the majority of employees in the establishment, section or sections concerned.

Part 4—Minimum Wages and Related Matters

13. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

13.1 Minimum ~~rates~~wages

Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

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

Classification	Minimum annual rate	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 1—Graduate of Architecture			
Entry	52,551	1,007.38	26.51
1st pay point	55,330	1,060.58	27.91
2nd pay point	58,106	1,113.78	29.31
Level 2(a)—Experienced Graduate of Architecture			
Experienced Graduate of Architecture	60,756	1,164.70	30.65
Level 2(b)—Registered Architect			
Entry	60,756	1,164.70	30.65
1st pay point	62,633	1,200.42	31.59
2nd pay point	64,514	1,236.52	32.54

13.2 In calculating the rates of wages:

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties.

13.3 Progression from Graduate of Architecture to Registered Architect

This issue remains outstanding. The competency requirements necessary for progression is being reviewed in [AM2018/16](#) and the Full Bench has issued their provisional view and a draft determination in this matter. See [45]-[49] of Decision [\[2019\] FWCFB 6138](#).

- (a) There must be an annual review process to assist the Graduate of Architectures' progress towards obtaining the mandatory experience based on the Prescribed Competencies for registration. The Prescribed Competencies are set out in the National Competency Standards in Architecture adopted by the Architects Accreditation Council of Australia.
- (b) As a part of this review process, progress for the previous 12 months must be reviewed and objectives for the next 12 month period should be mutually agreed, and set out in writing. This will also include any necessary training which the employee will be expected to undertake in order to fulfil the requirements of their position. The cost of approved training will be paid by the employer.
- (c) If the employee has reasonably met the objectives arising out of the annual review process, this must be confirmed in writing by the employer to the employee and the employee must progress to the next pay point within the Level 1 wage range.
- (d) The Prescribed Competencies against which the experience is to be documented are as follows:
 - (i) Element 2.2.2—Prepare architectural drawings with regard to the location, extent of building elements, components, finishes, fittings and systems
 - (ii) Element 2.2.4—Co-ordinate the documentation of the project
 - (iii) Element 3.1.2—Establish site conditions, site related requirements and limitations and existing facilities
 - (iv) Element 3.1.4—Assess applicable codes, regulations and legislation
 - (v) Element 3.2.3—Prepare preliminary project evaluations, programs and feasibility studies
 - (vi) Element 3.2.5—Establish and co-ordinate specialist consultants, contractors and suppliers
 - (vii) Element 3.3.1—Administer the project contract

13.4 Registered Architect

- (a) A Registered Architect will move from the Entry to the 1st and 2nd pay point rates upon the demonstration of acquisition of competencies as set out in the National Competency Standards in Architecture adopted by the Architects Accreditation Council of Australia in addition to those accepted for advancement to the current classification level.

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- (b) To assist the Registered Architect to progress towards the acquisition of competencies there must be an annual review process. As a part of this, progress for the previous 12 months must be reviewed and objectives for the next 12 months should be mutually agreed, and set out in writing. This will also include any necessary training which the employee will be expected to undertake in order to fulfil the requirements of their position. The cost of necessary training must be paid by the employer.
- (c) If the employee has reasonably met the objectives arising out of the annual review process, this must be confirmed in writing by the employer to the employee and the employee will progress to the next pay point within the Registered Architect wage range.

13.5 Students of Architecture

This issue remains outstanding. The wage rate structure is being reviewed in [AM2018/16](#) and the Full Bench has issued their provisional view and a draft determination in this matter to insert a new wage rate table. See [36]-[44] of Decision [\[2019\] FWCFB 6138](#).

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

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

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

Service	Minimum rate or % of Level 1—Entry rate
Less than 3 years of experience	\$740.80 per week
3rd year of experience	75%
4th year of experience	85%
5th year of experience	90%
6th year of experience	95%

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

13.6 Student or graduate study leave

- (a) A Graduate of Architecture must after due notification to the employer be allowed leave of absence with pay to attend courses, study for and attend the Architectural Practice Examination (APE) which comply with the Architects Registration Board’s Requirements. The duration of which is not to exceed ~~four~~ 4 days maximum time for study and attendance at written and/or interview based examinations for each APE examination period for which they present.
- (b) A student must after due notification to the employer be allowed leave of absence with pay to attend examinations held by the education institution conducting the student’s course of study held during the scheduled formal examination period at the conclusion of a semester. The duration of which is not to exceed one day maximum time for each examination for which they present.

- (c) A student will, after mutual agreement with the employer, be allowed:
 - (i) to attend lectures and/or organised classes at a university part-time or other institution as part of a course of instruction as conducted pursuant to the above which are necessary to enable the employee to qualify as a Graduate of Architecture; and
 - (ii) to attend a full-time course of architectural education accredited by an Architect's Registration Board, provided that where the duration of such course, unified series of lectures or classes exceeds a total of ~~three~~ 3 weeks in any one year. The employer will be entitled to grant such leave without pay.

13.7 Disclosure of qualifications

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

13.8 Training and professional development

Where the conference, seminar, or course has been approved the employer must reimburse employee costs and must continue the payment of wages to the employee. Reimbursement under clause 13.8 will not apply where the employee and the employer mutually agree on other equivalent arrangements. Provided that in all cases where permission to attend has been granted, the employee will suffer no loss of continuity of service as a result of such attendance.

14. 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.

14.1 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 ~~paragraph (a) clause 14.1(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: ~~Paragraph (b) Clause 14.1(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 14.1~~. 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.

15. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [2015] FWCFB 4658 at [57].

[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.](#)

Employers must pay to an employee the allowances the employee is entitled to under ~~this clause 15~~. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

15.1 Vehicle allowance

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

15.2 Fares, travelling expenses and travelling time allowance

- (a) Where an employee is directed to work at a place other than their usual place of employment:
 - (i) an allowance equivalent to all fares necessarily incurred by them each day in excess of the normal fares of travelling from their home to their usual place of employment and return must be paid by the employer. The allowance payable will be such as to enable them to avail themselves of appropriate travel arrangements;

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- (ii) in the case of economy air travel an allowance of \$9.64 must be paid for each meal period occurring during the duration of the travel provided the employee did not receive a meal in flight for each period concerned; and
 - (iii) all time occupied by them on any day in travelling which is in excess of the time normally occupied by them in travelling when working at their usual place of employment will be deemed to be working time and must be paid for at the appropriate rate prescribed by this award. Provided that where the excess travelling time is in excess of one hour each way, the employer will have the option of providing reasonable living away from home expense reimbursement for any period in excess of ~~four~~ 4 weeks.
- (b) Except as provided in clause 15.2(c), an employee directed to work at a place away from their usual place of work which involves sleeping away from their usual place of residence must be paid an allowance equivalent to all reasonable expenses incurred.
 - (c) If an employee is directed by their employer to work at an altered permanent locality of work which necessitates the employee to change their place of residence, the employer must pay an allowance equivalent to all fares as provided in ~~this~~ clause 15.2, travelling and temporary lodging and the transport of the employee's family effects from their then place of residence to their new place of residence. If the employee is not dismissed for misconduct or does not resign within 12 months of commencing such work, the employer must pay such fares and travelling expenses for the employee's family and expenses of transporting their effects back to their former place of residence.
 - (d) Notwithstanding the above, other suitable forms of remuneration may be mutually agreed.

15.3 Equipment and special clothing allowance

This issue remains outstanding. This provision is being reviewed in [AM2018/16](#) and the Full Bench has issued their provisional view and a draft determination in this matter. See [54]-[56] of Decision [\[2019\] FWCFB 6138](#).

- (a) The employer must reimburse the employee for costs of purchasing equipment, where the employer requires an employee to provide and use the following equipment:
 - (i) a drawing board;
 - (ii) paraline or drafting machine;
 - (iii) paper;
 - (iv) pencils;
 - (v) leads;
 - (vi) colours;
 - (vii) inks; and

- (viii) wearable parts of pen and pencils,
- (b) On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing.
- (c) The provisions of clauses 15.3(a) and (b) do not apply where the employer supplies the equipment and special clothing without the cost to the employee.

16. Superannuation

16.1 Superannuation legislation

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

16.2 Employer contributions

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

16.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

16.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another

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

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

Part 5—Overtime

17. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

17.1 An employer must compensate an employee for all time worked in excess of or outside the spread of ordinary hours by:

- (a) payment for such excess hours at the rate of **150%** of the minimum hourly rate; or
- (b) by such other arrangements as may be agreed so long as the arrangement is not entered into for the purpose of avoiding award obligations, does not result in unfairness to the employee and is recorded in accordance with clause 17.3.

17.2 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) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 17.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) 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.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 17.2 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 17.2(b), 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.
- (f) 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.
- (g) 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 17.2 will apply 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](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 17.2 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 17.2.

- 17.3 Agreements under clause 17 must be recorded in writing and kept as part of the time and wages records.

Part 6—Leave and Public Holidays

18. Annual leave

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

NOTE: Where an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

18.2 Annual leave loading

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

18.218.3 Excessive leave accruals: general provision

NOTE: Clauses 18.3 to 18.5 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](#).

- (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 18.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 18.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

18.318.4 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 18.3(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 ~~paragraph (a)~~ [clause](#) 18.4(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 18.3, 18.4 or 18.5 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) clause~~ 18.4(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 18.4(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) clause~~ 18.4(d) may result in the direction ceasing to have effect. See clause 18.4(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.

18.418.5 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 18.3(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 ~~paragraph (a) clause~~ 18.5(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 18.4(a) that, when any other paid annual leave arrangements (whether made under clause 18.3, 18.4 or 18.5 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) clause~~ 18.5(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 18.3, 18.4 or 18.5 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 (a) clause~~ 18.5(a) 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) clause~~ 18.5(a).

~~18.5—Annual leave loading~~

18.6 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 18.6 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 18.6 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 18.6, 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.

18.7 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 18.7.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 18.7.
- (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 18.7 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 18.7 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 18.7 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 18.7.

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 18.7.

NOTE 3: An example of the type of agreement required by clause 18.7 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.

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

Clause 22 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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

Clause 23 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50] and [PR712206](#).

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

23.2 Substitution of public holidays by agreement

~~(a) — An employer and their employees may agree to substitute another day for any of the public holidays provided for in section 115 of the Act. For this purpose, the consent of the majority of affected employees will constitute agreement.~~

(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.

~~(b)(c)~~ All work performed on a public holiday will be deemed to be work in excess or outside of normal hours of duty and will be paid or compensated for as per clause 17—Overtime.

23.3 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

24. Consultation about major workplace change

Clause 24 substituted in accordance with [\[2019\] FWCFCB 5409](#) and [PR711487](#).

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

Clause 25 inserted in accordance with [\[2019\] FWCFB 5409](#) and [PR711487](#).

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

Clause 26 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711487](#).

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 8—Termination of Employment and Redundancy

27. Termination of employment

Clause 27 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711487](#).

NOTE: Sections 117 and 123 of the Act sets 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

Clause 28 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706903](#); varied by [PR711487](#).

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 Definitions

A.1 Level 1—Graduate of Architecture

A.1.1 The graduate entry level

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

A.1.2 Classification level definition

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

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

A.2.1 Classification level definition

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

A.3 Level 2(b)—Registered Architect

A.3.1 Classification level definition

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

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Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFCB 6935](#)

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

B.1 Full-time and part-time employees

	Ordinary hours	Overtime
	% of minimum hourly rate	
	100%	150%
	\$	\$
Level 1—Graduate of Architecture		
Entry	26.51	39.77
1st pay point	27.91	41.87
2nd pay point	29.31	43.97
Level 2(a)—Experienced Graduate of Architecture		
Experienced Graduate of Architecture	30.65	45.98
Level 2(b)—Registered Architect		
Entry	30.65	45.98
1st pay point	31.59	47.39
2nd pay point	32.54	48.81

Commented [FWC1]: ((Annual rate x 6) ÷ 313) ÷ 38.

Commented [FWC2]: Minimum hourly rate + relevant percentage in cl 17.1(a).

B.2 Casual employees

	Ordinary hours
	% of minimum hourly rate
	125%
	\$
Level 1—Graduate of Architecture	
Entry	33.14
1st pay point	34.89

Commented [FWC3]: ((Annual rate x 6) ÷ 313) ÷ 38.

Commented [FWC4]: Minimum hourly rate + 25% casual loading in cl 10.2.

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	Ordinary hours
	% of minimum hourly rate
	125%
	\$
2nd pay point	36.64
Level 2(a)—Experienced Graduate of Architecture	
Experienced Graduate of Architecture	38.31
Level 2(b)—Registered Architect	
Entry	38.31
1st pay point	39.49
2nd pay point	40.68

Commented [FWC3]: ((Annual rate x 6) ÷ 313) ÷ 38.

Commented [FWC4]: Minimum hourly rate + 25% casual loading in cl 10.2.

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Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

C.1 Wage-related allowances

There are no wage-related allowances under this award.

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 15—Allowances:

Allowance	Clause	\$	Payable
Vehicle allowance	15.1	0.78	per kilometre
Fares, travelling expenses and travelling time allowance—economy air travel—meal	15.2(a)(ii)	9.64	per meal period

C.2.2 Adjustment of expense-related allowances

- (a) 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.
- (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
Meal allowance	Take away and fast foods sub-group

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____

Schedule F—Part-day Public Holidays

Schedule F amended in accordance with [\[2019\] FWCFCB 5145](#) at [52] and [PR712206](#).

- F.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- F.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) 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 F.2(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.s

- (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 F.2(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.

F.3 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.

F.3F.4 This schedule is not intended to detract from or supplement the NES.

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