Association of Consulting Architects
The Business of Architecture

Architects Award 2010

Modern Award Number MA 000079

Applies to all employers from 1 January 2010
Wage rates applicable from 1 July 2019

an ACA member resource

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Architects Award 2010

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Part 1—APPLICATION AND OPERATION

1. Title

This award is the *Architects Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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.

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

2.6 The Fair Work Commission may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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 15—Minimum wages

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

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

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

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

standard rate means the minimum annual salary for Level 1—Graduate of Architecture—Entry in clause 15—Minimum wages

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

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This award covers employers of architects throughout Australia with respect to their employees in the classifications in this award in clause 15—Minimum wages and those employees to the exclusion of any other modern award.

4.2 The award does not cover any employee engaged on the academic staff of a university or college of advanced education.

4.3 The award does not cover an employee excluded from award coverage by the Act.

4.4 The award does not cover 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.

4.5 The award does not cover 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 This award covers any employer which supplies on-hire employees in classifications set out in clause 4.1 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

4.7 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.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

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

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

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

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

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
(b) state each term of this award that the employer and the individual employee have agreed to vary;
(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
(e) state the date the agreement commences to operate.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

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

(b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

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

8. Facilitative provisions

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

8.2 Facilitative provisions are not a device to avoid award obligations, and must not result in unfairness to an employee or employees.

8.3 Facilitation by individual agreement

(a) An employee may request to be represented in meeting and conferring with the employer about the implementation of the facilitative provisions.

(b) 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.

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

Clause title	Clause number
Student or graduate study leave	15.5
Fares, travelling expenses and travelling time allowance	16.2
Overtime	19.2

8.4 Facilitation by majority agreement

(a) An employee may request to be represented in meeting and conferring with the employer about the implementation of the facilitative provisions.

(b) 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.

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

Clause title	Clause number
Ordinary hours of work and rostering	19
Substitution of public holidays by agreement	23.2

Part 2—CONSULTATION AND DISPUTE RESOLUTION

9. Consultation

9.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9.2 Consultation about changes to rosters or hours of work

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

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

10. Dispute resolution

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

10.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

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

Part 3—TYPES OF EMPLOYMENT & TERMINATION OF EMPLOYMENT

11. Employment categories

11.1 Full-time and part-time employment

(a) 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.

(b) A **part-time employee** means an employee who is employed to work less than 38 hours per week.

(c) A part-time employee will be paid an amount equal to 1/38th of the weekly wage appropriate to an employee classification per hour.

(d) 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.

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

11.2 Casual employment

(a) A **casual employee** is one engaged and paid as such.

(b) A casual employee for working ordinary time must be paid 1/38th per hour of the weekly rate calculated from the annual wage prescribed by this award for the work performed, plus 25%.

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

(d) 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.

11.3 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 this subclause 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);

(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. 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 10. 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.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, 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 employee's hours of work fixed in accordance with clause 11.1.

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) 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.

(m) 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 this clause.

(n) Nothing in this clause 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.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause 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 this subclause by 1 January 2019.

(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

12. Termination of employment

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

12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is one month. If an employee fails to give the required notice the employer may withhold from the employee any monies due

to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

12.3 Job search entitlement

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

13. Redundancy

NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act.

13.1 Transfer to lower paid duties on redundancy

(a) Clause 13.1 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 paragraph (c).

(c) If the employer acts as mentioned in paragraph (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.

13.2 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 13 or under sections 119–123 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.

13.3 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 paragraph (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 paragraph (b).

(d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 12.3.

(f) MINIMUM WAGES AND RELATED MATTERS

Part 4—Minimum Wages and Related Matters

14. Classifications

14.1 Wages, classification and progression

An employee on engagement, must be advised in writing of their wage and any normal practice as regards remuneration reviews, where such remuneration is in excess of award prescription. Upon 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.

14.2 Classification level definition

The classification definitions in Schedule B will apply.

15. Minimum wages

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

(a) Minimum annual wages

Classification		**Per annum**
		$
Level 1	**Graduate of Architecture**	
	Entry	52,551
	1st pay point	55,330
	2nd pay point	58,106
Level 2(a)	**Experienced Graduate of Architecture**	60,756
Level 2(b)	**Registered Architect**	
	Entry	60,756
	1st pay point	62,633
	2nd pay point	64,514

(b) In calculating the rates of wages:

(i) the amounts will be taken to the nearest ten cents on weekly rates;

(ii) 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.

15.2 Progression from Graduate of Architecture to Registered Architect

(a) In furtherance of the Graduate of Architectures' progress towards the obtaining of the mandatory experience based on the Prescribed Competencies for registration, there must be an annual review process. 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 such approved training will be borne by the employer.

(b) If the employee has reasonably met the objectives arising out of the annual review 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.

(c) 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.

15.3 Registered Architect

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

(b) In furtherance of the Registered Architects' 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 such training must be borne 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.

15.4 Students of Architecture

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

Service	% of Level 1—Entry rate
First 13 weeks of employment	35
Next 13 weeks of employment	50
Next 26 weeks of employment	65

Service	% of Level 1—Entry rate
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
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.

15.5 Student or graduate study leave

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

(b) A student must after due notification to the employer be allowed leave of absence with pay to attend examinations held by the education institution conducting the student's course of study held during the scheduled formal examination period at the conclusion of a semester. The duration of which is not to exceed one day maximum time for each examination for which they present.

(c) A student will, after mutual agreement with the employer, be allowed:

(i) to attend lectures and/or organised classes at a university part-time or other institution as part of a course of instruction as conducted pursuant to the above which are necessary to enable the employee to qualify as a Graduate of Architecture; and

(ii) to attend a full-time course of architectural education accredited by an Architect's Registration Board, provided that where the duration of such course, unified series of lectures or classes exceeds a total of three weeks in any one year. The employer will be entitled to grant such leave without pay.

15.6 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.

15.7 Training and professional development

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

16. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet

16.1 Vehicle allowance

Where an employee is required or it is necessary for an employee to use their private vehicle for work purposes the employee must be reimbursed at a rate not less than $0.78 per kilometre travelled.

16.2 Fares, travelling expenses and travelling time allowance

(a) If an employee is directed to work at a place other than their usual place of employment, 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.

(b) If an employee is directed to work at a place other than their usual place of employment the allowance, which will be payable will be such as to enable them to avail themselves of appropriate travel arrangements. 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.

(c) Where an employee is directed to work at a place other than their usual place of employment, all time occupied by them on any day in travelling which is in excess of the time normally occupied by them in travelling when working at their usual place of employment will be deemed to be working time and must be paid for at the appropriate rate prescribed by this award. Provided that where the excess travelling time is in excess of one hour each way, the employer will have the option of providing reasonable living away from home expense reimbursement for any period in excess of four weeks.

(d) Except as provided in clause 16.2(e) hereof, 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.

(e) If an employee is directed by their employer to work at an altered permanent locality of work which necessitates the employee changing their place of residence, the employer must pay an allowance equivalent to all fares as provided in this clause, travelling and temporary lodging and the transport of the employee's family effects from their then place of residence to their new place of residence. If the employee is not dismissed for misconduct or does not resign within 12 months of commencing such work, the employer must pay such fares and travelling expenses for the employee's family and expenses of transporting their effects back to their former place of residence.

(f) Notwithstanding the above other suitable forms of remuneration may be mutually agreed.

16.3 Equipment and special clothing allowance

(a) Where the employer requires an employee to provide and use a drawing board, paraline or drafting machine, paper, pencils, leads, colours, inks and wearable parts of pen and pencils, the employer must reimburse the employee for the costs of purchasing such equipment. On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing.

(b) The provisions of clause 16.3(a) must not apply where the employer supplies such equipment and special clothing without cost to the employee.

16.4 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

17. Accident pay

17A.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) 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) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.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 s.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.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.

(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 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(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 scheme; or

(e) a superannuation fund or scheme which the employee is a defined benefit member of.

(f) Hours of Work and Related Matters

(g) Hours of Work and Related Matters

(h) Hours of Work and Related Matters

Part 5—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

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

19.2 Overtime

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

(a) payment for such excess hours at the rate of time and a half; 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 19.4.

19.3 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 19.3 an employee who worked 2 overtime hours at the rate of time and a half 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 19.3 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 paragraph (c), 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 19.3 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 19.3 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 19.3.

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).

(i) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.3 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 19.3.

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

19A. Requests for flexible working arrangements

19A.1 Employee may request change in working arrangements

Clause 19A applies where an employee has made a request for a change in working arrangements under s.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 s.65(1A).

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

Note 3: Clause 19A is an addition to s.65.

19A.2 Responding to the request

Before responding to a request made under s.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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

19A.3 What the written response must include if the employer refuses the request

Clause 19A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 19A.2.

(a) The written response under s.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.

(b) If the employer and employee could not agree on a change in working arrangements under clause 19A.2, the written response under s.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.

19A.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 19A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

19A.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 19A, can be dealt with under clause 10—Dispute resolution.

(a) Leave and Public Holidays

Part 6—Leave and Public Holidays

20. Annual leave

20.1 Annual leave is provided for in the NES.

20.2 Excessive leave accruals: general provision

Note: Clauses 20.2 to 20.4 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 Fair Work Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 20.3 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 20.4 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

20.3 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 20.2(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):

(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 20.2, 20.3 or 20.4 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 20.3(b)(i).

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

20.4 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 20.2(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) 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 20.3(a) that, when any other paid annual leave arrangements (whether made under clause 20.2, 20.3 or 20.4 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.2, 20.3 or 20.4 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) 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).

20.5 Annual leave loading

(a) During a period of annual leave an employee will receive a loading of 17.5% on the award rate they would have been entitled to receive for their ordinary hours had they not been on such leave.

(b) The loading prescribed in this subclause will not apply to pro rata leave or proportionate leave on termination.

20.6 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 20.6 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

(c) The employer must keep a copy of any agreement under clause 20.6 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 20.6, 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.

20.7 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.7.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.7.

(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 20.7 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 20.7 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 20.7 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.7.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.7.

Note 3: An example of the type of agreement required by clause 20.7 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

21. Personal/carer's leave and compassionate leave

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

22. Community service leave

Community service leave is provided for in the NES.

23. Public holidays

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 s.115 of the Act. For this purpose, the consent of the majority of affected employees will constitute agreement.

(b) All work performed on a public holiday will be deemed to be work in excess or outside of normal hours of duty and will be paid or compensated for as per clause 19.2.

24. Leave to deal with Family and Domestic Violence

24.1 This clause applies to all employees, including casuals.

24.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 24.2(a) includes a former spouse or de facto partner.

24.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee's employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

24.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

24.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

24.6 Notice and evidence requirements

(a) **Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 24. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) **Evidence**

An employee who has given their employer notice of the taking of leave under clause 24 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 24.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

24.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 24.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 24 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: 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.

24.8 Compliance

An employee is not entitled to take leave under clause 24 unless the employee complies with clause 24.

Schedule A—Transitional Provisions

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after	
1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after	
1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014

A.8 Former Division 2B employers

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

B.1 Level 1—Graduate of Architecture

B.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.

B.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.

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

B.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.

B.3 Level 2(b)—Registered Architect

B.3.1 Classification level definition

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

Schedule C—Part-day Public Holidays

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

C.1 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 C.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause C.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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___