



**Association of Consulting Architects**  
The Business of Architecture

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# Architects Award 2020

**Modern Award Number MA 000079**

Applies to all employers from 1 January 2025

an ACA member resource

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**ACA national**  
Box 17  
Flinders Lane Post Office  
Melbourne, VIC 8009  
T +61 1300 653 026  
E [national@aca.org.au](mailto:national@aca.org.au)  
[www.aca.org.au](http://www.aca.org.au)



## Architects Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 January 2025 ([PR780220](#)).

Clause(s) affected by the most recent variation(s):

13 – Minimum rates

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[Varied by [PR746868](#), [PR747395](#), [PR750430](#), [PR774799](#), [PR778052](#)]

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Architects Award 2020*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

[Varied by [PR733836](#), [PR774799](#), [PR777312](#)]

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.

**Bachelor's Degree with a pathway to a Master of Architecture** means an employee who holds a design based Bachelor's Degree which would allow them to apply for enrolment or be enrolled in an approved Master of Architecture program qualifying for admission to the Architectural Practice Examination (APE) for registration as an Architect under Australian legislation.

[Definition of **casual employee** inserted by [PR733836](#) from 27Sep21; varied by [PR777312](#) from 27Aug24]

**casual employee** has the meaning given by section 15A of the [Act](#).

NOTE: Section 15A of the [Act](#) was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the [Act](#), an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

**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](#).

[Definition of **employee organisation** inserted by [PR774799](#) from 01Jul24]

**employee organisation** has the meaning given by section 12 of [Act](#).

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

[Definition of **enterprise** inserted by [PR774799](#) from 01Jul24]

**enterprise** has the meaning given by section 12 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.

[Definition of **small business employer** inserted by [PR774799](#) from 01Jul24]

**small business employer** has the meaning given by section 23 of the [Act](#).

**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 in a Bachelor's Degree with a pathway to a Master of Architecture and who is employed to gain experience in the practice of architecture.

[Definition of **workplace delegate** inserted by [PR774799](#) from 01Jul24]

**workplace delegate** has the meaning given by section 350C(1) of the [Act](#)

### 3. The National Employment Standards and this award

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

### 4. Coverage

- 4.1 This occupational award covers employers of architects throughout Australia with respect to their employees in the classifications defined in Schedule A – Classification Definitions 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 in 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.

## **5. Individual flexibility arrangements**

**5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

**5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

**5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

**5.7** An agreement must be:

- (a) in writing; and

- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
  - (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

[6 substituted by [PR763284](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 26 – Dispute resolution and/or under section 65B of the [Act](#).

## **7. Facilitative provisions**

- 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	17.3
Student or graduate study leave	13.6(c)
Fares, travelling expenses and travelling time allowance	15.3(d)
Annual leave in advance	18.6
Cashing out of annual leave	18.7
Substitution of public holidays by agreement	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

## 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

[Varied by [PR723852](#), [PR733836](#), [PR777312](#)]

[10.1 deleted by [PR733836](#) from 27Sep21]

[10.2 renumbered as 10.1 by [PR733836](#) from 27Sep21]

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

[New 10.3 inserted by [PR723852 ppc 20Nov20](#); 10.3 renumbered as 10.2 by [PR733836](#) from 27Sep21]

**10.2** The casual loading will not be paid for overtime hours worked.



[10.3 renumbered as 10.4 by [PR723852](#), 10.4 renumbered as 10.3 by [PR733836](#) from 27Sep21]

- 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 renumbered as 10.5 by [PR723852](#), 10.5 renumbered as 10.4 by [PR733836](#) from 27Sep21]

- 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 Changes to casual employment status**

[10.5 renumbered as 10.6 by [PR723852](#); 10.6 renumbered as 10.5 and renamed and substituted by [PR733836](#); renamed and substituted by [PR777312](#) from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the [Act](#).

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the [Act](#) and/or under clause 26—Dispute resolution.

**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 regard 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.

**12A Employee right to disconnect**

[12A inserted by [PR778052](#) from 26Aug24]

- 12A.1** Clause 12A provides for the exercise of an employee’s right to disconnect under section 333M of the [Act](#).

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - 1) their employer outside of the employee’s working hours,
  - 2) a third party if the contact or attempted contact relates to their work and is outside of the employee’s working hours.

- (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3–1 of the [Act](#) prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the [Act](#).

**12A.2** Clause 12A applies from the following dates:

- (a) 26 August 2024—for employers that are not small business employers on this date and their employees.
- (b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

**12A.3** An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the [Act](#).

## Part 4—Minimum Wages and Related Matters

### 13. Minimum rates

[Varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR767683](#), [PR773966](#), [PR780220](#)]

#### 13.1 Minimum rates

[13.1 varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR773966](#) ppc 01Jul24]

The minimum 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 (full-time employees)	Minimum weekly rate (full-time employee)	Minimum hourly rate (full-time, part-time and casual employees)
	\$	\$	\$
<b>Level 1—Graduate of Architecture</b>			
Entry	62,898	1205.70	31.73
1st pay point	66,224	1269.50	33.41
2nd pay point	69,548	1333.20	35.08
<b>Level 2(a)—Experienced Graduate of Architecture</b>			
Experienced Graduate of Architecture	72,718	1394.00	36.68
<b>Level 2(b)—Registered Architect</b>			
Entry	72,718	1394.00	36.68
1st pay point	74,966	1437.00	37.82
2nd pay point	77,217	1480.20	38.95

NOTE: See Schedule B – Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime.

#### 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.

#### 13.3 Progression from Graduate of Architecture to Registered Architect

- (a) There must be an annual review process to assist the Graduate of Architectures' progress towards obtaining the mandatory experience based on the Prescribed Competencies for registration. The Prescribed Competencies are set out in the National Competency Standards in Architecture adopted by the Architects Accreditation Council of Australia.
- (b) As a part of this review process, progress for the previous 12 months must be reviewed and objectives for the next 12 month period should be mutually agreed and set out in writing. This will also include any necessary training which the employee will be expected

to undertake in order to fulfil the requirements of their position. The cost of approved training will be paid by the employer.

- (c) If the employee has reasonably met the objectives arising out of the annual review process, this must be confirmed in writing by the employer to the employee and the employee must progress to the next pay point within the Level 1 wage range.

[13.3(d) substituted by [PR767683](#) ppc 01Jan24]

- (d) The Prescribed Competencies against which the experience is to be documented are as follows:

**i. Practice Management and Professional Conduct:**

- Demonstrate understanding of the regulatory requirements and obligations pertaining to practice as an architect, including legislation, professional codes of conduct, and obligations for continuing professional development and professional indemnity insurance.
- Be able to identify practice resources and apply practice methods and quality assurance systems within an ethical practice management framework to comply with and facilitate efficient, consistent and timely delivery of architectural services.
- Apply and follow processes for clear and consistent communication with clients and relevant stakeholders throughout the project, including obtaining approvals from clients and stakeholders.
- Be able to assess, recommend and/or select an appropriate procurement process, with consideration for its impact on all phases of a project – including design, documentation and project delivery – and provide advice to the client in terms of the level of scope of service for consultants.
- Provide independent, culturally responsive and objective advice in accordance with relevant building codes, standards, technical specifications and guidelines, and planning regulations, including climate change implications, across all aspects of architectural practice.
- Be able to identify and apply strategies, programming and processes for documentation through all project stages to facilitate project delivery, as appropriate to selected procurement processes.
- Be able to identify and apply construction services provisions and/or construction administration systems needed to fulfil all obligations appropriate to the procurement process in accordance with the terms of the agreement.
- Be able to apply risk management and mitigation strategies – including safety in design, project risk, requirement for resilience from the impacts of climate change and appropriate insurances – across architectural services.

**ii. Project Initiation and Conceptual Design**

- Be able to identify, analyse and evaluate client project requirements and objectives using qualitative and quantitative methods and, where required by the terms of engagement, to assist cost estimators in determining project feasibility/viability.
- Be able to assess project budget and timeframe against project requirements and objectives, relevant legislation, statutory planning requirements, building codes and standards.
- Be able to apply project budgets, or work with quantity surveyor to establish project budgets, based upon understanding of cost planning, value management and factors influencing project cost relevant to the project type and scale.

- Be able to prepare a return brief for approval by the client and relevant stakeholders in response to a client brief and any areas of deviation or noncompliance.
- Be able to prepare and analyse project development options in response to a project brief – its objectives, budget, user intent and built purpose, risk and timeframes, including environmental sustainability considerations.
- Be able to investigate, coordinate and integrate sustainable environmental systems – including water, thermal, lighting and acoustics – in response to consultants' advice.
- Be able to assess operational and embodied carbon implications of materials, components, construction systems and supply chains (including transport) to achieve net zero whole life carbon when developing design concepts. This includes integrating relevant consultant expertise and advising on the impact of chosen materials, components and systems on carbon outcomes.

### **iii. Detailed Design and Construction Documentation**

- Be able to produce timely, accurate, complete and comprehensible documentation of the design so that it can be constructed.
- Be able to work within budget and time constraints while maintaining the defined project design intent. This includes participating in value management processes where engaged to do so.
- Be able to integrate the material selection, structural and construction systems established in the conceptual design into the detailed design and documentation.
- Be able to coordinate and integrate input from specialists and consultants into the detailed design and documentation.
- Be able to prepare planning applications that comply with planning regulations.
- Maintain effective and clear communication in the coordination of relevant consultants, manufacturers and suppliers as required under the terms of engagement.
- Be able to nominate and integrate quality and performance standards with regard to selected materials, finishes, fittings, components and systems, considering the impact on Country and the environment, and the whole life carbon impact of the project. This includes integrating life cycle assessments and other expertise and advice from consultants.
- Be able to produce project documentation that meets the requirements of the contract and procurement process and complies with regulatory controls, building standards and codes.
- Be able to complete and communicate on-time, accurate documents for relevant stakeholders, including drawings, models, specifications, schedules and construction documentation.

### **iv. Design Delivery and Construction Phase Services**

- Be able to select and implement project administration systems, based upon an assessment of the selected procurement method and its implications on project delivery.

- Be able to implement project team structures necessary to deliver a full suite of professional services or partial services appropriate to the selected procurement process.
- Be able to provide advice to clients and lead (or contribute to) the process of selecting a qualified contractor in accordance with the agreed procurement method and construction contract.
- Be able to apply the principles and mechanisms implicit in the selected procurement method and associated construction contract(s), based on an understanding of the implications of differing contractual relationships.
- Be able to provide advice to clients on the impact of a selected procurement method on cost, time, life cycle implications and quality control during the construction phase.
- Be able to monitor construction progress and quality as required under the provisions of the construction contract, which may include site visits.
- Be able to apply appropriate and consistent systems for record keeping, document control and revision status during the construction phase.
- Be able to apply appropriate and consistent systems for identification of defects, rectifications and approval of substitutions.
- Be able to apply relevant processes required for certification of monetary progress claims, project variations, extensions of time, project instructions, and requests for information, practical completion or other administrative functions explicit in the selected procurement method and associated construction contract.
- Complete documentation – including specifications, drawings, schedules, reports, certification and approvals – and other project information for issue to the client and relevant authorities, as required under the construction contract and relevant building and planning codes.
- Understand and mitigate risks associated with preparing and recording documentation.

#### **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.
- (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**

- (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

[13.5(b) varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR773966](#) ppc 01Jul24; substituted by [PR780220](#) ppc 01Jan25]]

- (b) Students of Architecture 21 years of age and over will be paid a minimum rate of \$915.90 per week.
- (c) Employees holding a Bachelor’s Degree with a pathway to a Master of Architecture will be paid the following minimum rate or percentage of the first year Graduate of Architecture rate of payment:

Service	Percentage of Level 1—Entry rate
1st year of experience	85%
2nd year of experience	90%
3rd year of experience	95%

- (d) **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.
- (e) **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.
- (f) **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.
- (g) Employment will be under the supervision of a Registered Architect.
- (h) 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 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 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 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: Clause 14.1(b) allows the Commission to make an order delaying the requirement to make a payment under 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

[Varied by [PR719049](#), [PR729522](#), [PR740928](#), [PR762354](#), [PR774136](#)]

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

### 15.1 Employers must pay to an employee the allowances the employee is entitled to under clause 15.

NOTE: See [Schedule C—Summary of Monetary Allowances](#) for a summary of monetary allowances and method of adjustment.

### 15.2 Vehicle allowance

[15.2 varied by [PR729522](#), [PR740928](#), [PR762354](#), [PR774136](#) ppc 01Jul24]

An employee must be reimbursed at a rate not less than **\$0.98** per kilometre travelled when it is required or necessary to use their own private vehicle for work purposes.

### 15.3 Fares, travelling expenses and travelling time allowance

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

[15.3(a)(ii) varied by [PR719049](#), [PR729522](#), [PR740928](#), [PR762354](#), [PR774136](#) ppc 01Jul22]

- (ii) in the case of economy air travel an allowance of **\$11.76** 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 4 weeks.
- (b) Except as provided in clause 15.3(c), an employee directed to work at a place away from their usual place of work which involves sleeping away from their usual place of residence must be paid an allowance equivalent to all reasonable expenses incurred.
- (c) If an employee is directed by their employer to work at an altered permanent locality of work which necessitates the employee to change their place of residence, the employer

must pay an allowance equivalent to all fares as provided in clause 15.3, travelling and temporary lodging and the transport of the employee's family effects from their then place of residence to their new place of residence. If the employee is not dismissed for misconduct or does not resign within 12 months of commencing such work, the employer must pay such fares and travelling expenses for the employee's family and expenses of transporting their effects back to their former place of residence.

- (d) Notwithstanding the above, other suitable forms of remuneration may be mutually agreed.

#### **15.4 Equipment and special clothing allowance**

- (a) Where the employer requires an employee to provide relevant technical equipment or special clothing, the employer must reimburse the employee for the costs of purchasing such equipment.
- (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 clause 15.4(a) and (b) do not apply where the employer supplies such equipment and special clothing without cost to the employee.

### **16. Superannuation**

[Varied by [PR771355](#)]

#### **16.1 Superannuation legislation**

[16.1 substituted by [PR771355](#) ppc 09Apr24]

- (a) The [NES](#) and 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), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 16 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

## **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 16.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or 16.3(b) was made.

## **16.4 Superannuation fund**

[16.4 varied by [PR771355](#) ppc 09Apr24]

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, the employer must make the superannuation contributions provided for in clause 16.2 and pay any amount authorised under clauses 16.3(a) or 16.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (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

[Varied by [PR723852](#), [PR763284](#)]

- 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 17.4.

[New 17.2 inserted by [PR723852 ppc 20Nov20](#)]

- 17.2** When a casual employee works overtime, they must be paid the overtime rates in clause 10.1

### **17.3 Time off instead of payment for overtime**

[17.2 renumbered as 17.3 by [PR723852 ppc 20Nov20](#)]

- 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 17.3 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 17.3 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 clause 17.3(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 17.3 will apply for overtime that has been worked.

[Note varied by [PR763284](#) ppc 01Aug23]

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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(3) of the [Act](#)).

- h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 17.3 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 17.3.

[17.3 renumbered as 17.4 by [PR723852 ppc 20Nov20](#)]

- 17.4** 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 18.2a will not apply to pro rata leave or proportionate leave on termination.

### 18.3 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.

### 18.4 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 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 clause 18.4(a) that is in effect.
- (d) An employee to whom a direction has been given under 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 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.

#### **18.5 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 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 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 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 clause 18.5(a).

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**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

[20 varied by [PR763284](#) ppc 01Aug23]

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

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 26 – Dispute resolution and/or under section 76B of the [Act](#).

## 21. Community service leave

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

## 22. Family and domestic violence leave

[22—Unpaid family and domestic violence leave renamed and substituted by [PR750430](#) ppc 15Mar23]

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

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

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

[Varied by [PR747395](#)]

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

### 23.2 Substitution of public holidays by 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](#).

[23.2(c) renumbered as 23.3 and varied by [PR747395](#) ppc 14Nov22]

### 23.3 Work performed on a public holiday

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



## Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by [PR774799](#) from 01Jul24]

### 23A Workplace delegates' rights

[23A inserted by [PR774799](#) from 01Jul24]

**23A.1** Clause 23A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 23A.

**23A.2** In clause 23A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**23A.3** Before exercising entitlements under clause 23A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**23A.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### 23A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

#### 23A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 23A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

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**23A.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 23A.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**23A.8 Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

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**23A.9 Exercise of entitlements under clause 23A**

- (a) A workplace delegate's entitlements under clause 23A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 23A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 23A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 23A.

**24. Consultation about major workplace change**

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

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

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

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

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

- 24.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 24.1(b).
- 24.5** In clause 24 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 24.6** Where this award makes provision for alteration of any of the matters defined at clause 24.5, such alteration is taken not to have significant effect.

## **25. Consultation about changes to rosters or hours of work**

- 25.1** Clause 25 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 25.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 25.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 25.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 25.4** The employer must consider any views given under clause 25.3(b).
- 25.5** Clause 25 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **26. Dispute resolution**

[Varied by [PR763284](#), [PR777312](#), [PR778052](#)]

- 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.

[Note 1 and Note 2 inserted by [PR763284](#); deleted by [PR778052](#) from 26Aug24]

[Note inserted by [PR778052](#) from 26Aug24; varied by [PR777312](#) from 27Aug24]

NOTE: In addition to clause 26, the [Act](#) contains dispute resolution procedures as follows:

For a dispute about rights under the <a href="#">Act</a> to	Section
Request flexible working arrangements	65B
Change of casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

## Part 8—Termination of Employment and Redundancy

### 27. Termination of employment

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

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.



## Schedule B—Summary of Hourly Rates of Pay

[Varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR773966](#)]

### B.1 Full-time and part-time employees

[B.1 varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR773966](#) ppc 01Jul24]

	Ordinary hours	Overtime
	% of minimum hourly rate	
	100%	150%
	\$	\$
<b>Level 1—Graduate of Architecture</b>		
Entry	31.73	47.60
1st pay point	33.41	50.12
2nd pay point	35.08	52.62
<b>Level 2(a)—Experienced Graduate of Architecture</b>		
Experienced Graduate of Architecture	36.68	55.02
<b>Level 2(b)—Registered Architect</b>		
Entry	36.68	55.02
1st pay point	37.82	56.73
2nd pay point	38.95	58.43

### B.2 Casual employees

[B.2 varied by [PR718897](#), [PR729338](#), [PR740763](#), [PR762188](#), [PR773966](#) ppc 01Jul24]

	Ordinary hours
	% of minimum hourly rate
	125%
	\$
<b>Level 1—Graduate of Architecture</b>	
Entry	39.66
1st pay point	41.76
2nd pay point	43.85
<b>Level 2(a)—Experienced Graduate of Architecture</b>	
Experienced Graduate of Architecture	45.85

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	<b>Ordinary hours</b>
	<b>% of minimum hourly rate</b>
	<b>125%</b>
	<b>\$</b>
<b>Level 2(b)—Registered Architect</b>	
Entry	45.85
1st pay point	47.28
2nd pay point	48.69

## Schedule C—Summary of Monetary Allowances

[Varied by [PR719049](#), [PR729522](#), [PR740928](#), [PR762354](#), [PR774136](#)]

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 varied by [PR719049](#), [PR729522](#), [PR740928](#), [PR762354](#), [PR774136](#) ppc 01Jul24]

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

Allowance	Clause	\$	Payable
Vehicle allowance	15.2	0.98	per kilometre
Fares, travelling expenses and travelling time allowance—economy air travel—meal	15.3(a)(ii)	11.76	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

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## 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 \_\_\_\_

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## 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 deleted by [PR747395](#) ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by [PR720705](#), [PR723048](#); substituted by [PR728179](#); varied by [PR736911](#); deleted by [PR746868](#) ppc 17Oct22]