

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

Publication date	Reason for amendments	Clauses affected
29 July 2016	Updated as agreed in conference and in accordance to Report to the Full Bench <a href="#">3 June 2016</a>	6.3(b), 6.4(a), 6.5(c), 10.1(b), 10.2(b)
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579863</a> , <a href="#">PR579586</a> and <a href="#">PR581528</a>	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">PR580863</a>	Schedule F
XX Month 2016	Incorporate changes resulting from <a href="#">PR583078</a>	14, Schedule H, Schedule I

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

## EXPOSURE DRAFT

### Sporting Organisations Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Sporting Organisations Award 2010* (the Sporting award) as at 18 December 2015. This exposure draft does not seek to amend any entitlements under the Sporting award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/245](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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DRAFT

## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Sporting Organisations Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule G—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

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

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

### 3. Coverage

- 3.1 This industry award covers national, State and Territory sporting organisations throughout Australia with respect to their employees in the classifications in this award to the exclusion of any other modern award.

#### 3.2 Exclusions

This award does not cover:

- (a) Chief Executive Officers;
- (b) coaches employed by the Australian Football League and the Victorian Football League who do not earn their principal income as coaches. In particular, it will not apply to those coaches in the Victorian State Football League Under 18 program, which is conducted by the Australian Football League throughout Victoria, with additional sites in Hobart and Canberra;

- (c) Chief Executive Officers and Executives at the second and third tiers of management, including the Director of Finance, Assistant Director and the State Coach or similar at the Cricket Australia level, provided that the State coach is remunerated at a level in excess of that laid down in this award;
- (d) employees of racing clubs;
- (e) 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;
- (f) 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; and
- (g) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);

**3.3** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

**3.4** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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

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

#### **4. Award flexibility**

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

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;

- (d) allowances; and
- (e) leave loading.

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

**4.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**4.4** The agreement between the employer and the individual employee must also:

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

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

**4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

**4.8** The agreement may be terminated:

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

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by

either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

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

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

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
8.1(e)	Banking of rostered days off	An individual
13.4	Time off instead of paid overtime	An individual
17.2	Substitution of public holiday	
17.4	Payment for time worked on public holidays	An individual

## **Part 2—Types of Employment and Classifications**

### **6. Employment categories**

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

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

**6.2** At the time of engagement, an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

### **6.3 Full-time employment**

- (a) A full-time employee is engaged to work an average of 38 ordinary hours per week.
- (b) A full-time employee must be provided with a written statement setting out their:

- (i) classification;
- (ii) **relevant** minimum wage; and
- (iii) terms of engagement.

#### 6.4 Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- (a) A part-time employee is an employee who:
  - (i) is engaged to work less than 38 **ordinary** hours per week;
  - (ii) has regular, reasonably predictable and continuous employment; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work, on the basis that ordinary weekly hours for full-time employees are 38 hours per week.
- (b) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
  - (i) the hours worked each day, including the starting and finishing time; and
  - (ii) which days of the week the employee will work.
- (c) A copy of the agreement specified in clause 6.4(b) must be provided to the employee.
- (d) The terms of engagement may be varied by consent. Changes to the agreed pattern of work may only be made by:
  - (i) agreement in writing between the employee and employer; or
  - (ii) at least seven days' notice in writing being given by the employer to the employee, provided that there is no reduction in the total agreed number of ordinary weekly hours of work.
- (e) An employer is required to roster a part-time employee in blocks of not less than four hours on any day.
- (f) All hours worked in excess of the hours as mutually arranged will be overtime and paid for in accordance with clause 13—Overtime.

#### 6.5 Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) When engaging a casual employee, the employer must inform the employee that they are employed as a casual, their hours of work, their classification level and the relevant minimum wage.
- (c) For each **ordinary** hour worked, a casual employee must be paid:



- (i) the minimum hourly rate; and
  - (ii) a loading of **25%** of the minimum hourly rate,
- for the classification in which they are employed.

- (d) The casual loading is paid instead of all paid leave including annual leave, personal/carer's leave and public holidays not worked whether prescribed in this award or the NES.
- (e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

## **7. Classifications**

- 7.1 A description of the classifications under this award is set out in Schedule A—Classification Definitions.
- 7.2 For coaching and related staff classifications, see Schedule A.3.
- 7.3 For clerical and administrative staff classifications, see Schedule A.4

## **Part 3—Hours of Work**

### **8. Ordinary hours of work and rostering**

#### **8.1 Clerical and administrative staff**

- (a) Ordinary hours are worked between 6.00 am and 6.00 pm, Monday to Sunday.
- (b) The ordinary hours for full-time employees will be determined by the employer, and will be an average of 38 hours per week.
- (c) Ordinary hours are to be worked on one of the following bases:
  - (i) by employees working 38 ordinary hours on five days per week; or
  - (ii) by employees working the following ordinary hours over 19 days in a 20 day work cycle:
    - 40 hours in each of three weeks and 32 hours in one week in the 20 day work cycle; or
  - (iii) by employees working the following ordinary hours over nine days in a 10 day work cycle:
    - 42 ordinary hours in one week and 34 ordinary hours in one week in the 10 day work cycle; or
  - (iv) by employees working 38 hours on four days in each five day work cycle.
- (d) Ordinary hours of work for a full-time employee must not exceed 11 hours on any one day.

- (e) An employee may, with the agreement of their employer, bank up to five rostered days off in any 12 month period.

## 8.2 Coaching staff

Ordinary hours for coaching staff are provided for in the NES.

## 9. Breaks

An employee is entitled to an unpaid meal break of between 30 and 60 minutes, which will start no later than five hours after the employee starts work.

## Part 4—Wages and Allowances

### 10. Minimum wages

#### 10.1 Coaching and related staff

##### (a) Adult employees

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

Rates updated as a result of AWR 2016

Employee classification	Minimum annual rate	Minimum weekly rate <sup>1</sup>	Minimum hourly rate
	\$	\$	\$
Coach Grade 1	46,362	889.20	23.40
Coach Grade 2	52,022	997.70	26.26
Coach Grade 3	62,519	1199.10	31.56
Coach Grade 4	70,887	1359.60	35.78

<sup>1</sup>For the purposes of ascertaining the weekly wage rates for the Coaching and related staff classifications in this clause, the per annum rates were divided by 52.14 and rounded to the nearest \$0.10.

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

**(b) Junior employees**

- (i) Junior employees will be entitled to the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

Age	% of the appropriate adult minimum wage in clause 10.1(a)
17 years and under	70
At 18 years	80
At 19 years	90
At 20 years	100

- (ii) A junior employee who, at the age of 18 or older, has been continuously employed for 12 months will be paid the full adult rate for their classification.

**10.2 Clerical and administrative staff**

**(a) Adult employees**

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

Rates updated as a result of AWR 2016

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Grade 1	729.90	19.21
Grade 2	754.20	19.85
Grade 3	783.30	20.61
Grade 4	815.80	21.47
Grade 5	854.80	22.49
Grade 6	896.20	23.58

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

**(b) Junior employees**

- (i) Junior employees will be entitled to the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

Age	% of Grade 1 or 2
17 years and under	70

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Age	% of Grade 1 or 2
At 18 years	80
At 19 years	90
At 20 years	100

Parties are asked to clarify whether an employee under 21 years of age classified at Grade 3–6 is paid as an adult.

- (ii) A junior employee who, at the age of 18 **or older**, has been continuously employed for 12 months will be paid the full adult rate for their classification.

### 10.3 Payment of wages

- (a) Wages must be paid weekly or fortnightly, unless otherwise mutually agreed, up to a monthly maximum period.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into a bank or financial institution account nominated by the employee.

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

### 10.4 Supported wage system

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

### 10.5 National training wage

For employees undertaking a traineeship, see Schedule E—National Training Wage.

## 11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

- 11.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

### 11.2 Overtime meal allowance—clerical and administrative staff

A clerical and administrative employee required to work overtime after 7.00 pm will be provided with a substantial meal by the employer or paid a meal allowance of **\$13.81** per meal.

**11.3 Vehicle allowance**

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of **\$0.78** per kilometre.

**11.4 Out-of-pocket expenses**

The employer will reimburse an employee all reasonable and documented out-of-pocket expenses incurred by the employee in the course of their employment.

**11.5 Travelling**

An employee required to travel away from their home city or town will have the cost of travel (including airport parking charges) reimbursed by the employer, unless the employer provides transport.

**11.6 Meal allowances—travelling**

- (a) Where an employer requires an employee to travel, and the travel is conducted during a specified meal time, the employer must supply the employee with a meal or reimburse the employee their reasonable expenses for a meal.
- (b) The specified meal times are:
  - (i) breakfast—between 7.00 am and 9.00 am;
  - (ii) lunch—between noon and 2.00 pm; and
  - (iii) dinner—between 6.00 pm and 8.00 pm.

**11.7 Living away from home**

Where it is necessary for an employee to be away from home overnight for employment purposes, the employer will reimburse the employee for all reasonable expenses incurred for accommodation, meals and incidentals. This clause will not apply if the employer provides accommodation and meals.

**11.8 Training programs—coaches**

If a coach is required as a condition of their employment to attend specified training programs, the employer will reimburse the coach for the cost of attending such training programs. This clause will not apply where the training is provided at the employer's expense.

**12. Superannuation**

**12.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a

superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

## **12.2 Employer contributions**

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

## **12.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

## **12.4 Superannuation fund**

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

- (a) Media Super;
- (b) AMP Superannuation Savings Trust;
- (c) HESTA;
- (d) HOSTPLUS Superannuation Fund;
- (e) 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
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime

### 13. Overtime

13.1 Clause 13 only applies to Clerical and Administrative staff.

#### 13.2 Definition of overtime

- (a) Overtime work is any work performed outside of ordinary hours, on any day or shift, as defined by clause 8—Ordinary hours of work and rostering.
- (b) In calculating overtime, each day's work stands alone.

#### 13.3 Payment for overtime

Where an employee works overtime, the employer must pay the employee overtime rates as follows:

- (a) 150% of the minimum hourly rate for the first two hours; and
- (b) 200% of the minimum hourly rate after two hours.

#### 13.4 Time off instead of payment for overtime

This provision may be affected by [AM2014/300](#)

##### (a) First hour of overtime

An employee may, at the discretion of the employer, be given time off instead of payment for up to the first hour of overtime. The time off is to be taken within the following fortnight, and at the rate of time and a half.

##### (b) More than one hour's overtime

Subject to clause 13.4(a), an employee may, by mutual agreement with the employer, take time off instead of payment for overtime, at the rate of single time, within the next 12 months. The agreement must be recorded in writing.

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 14. Annual leave

14 amended in accordance with [PR583078](#). (14.5 and 14.6 inserted)

14.1 Annual leave is provided for in the NES. This clause contains additional provisions.

#### 14.2 Quantum of annual leave

In addition to the entitlements in the NES, full-time and part-time coaches are entitled to additional leave on the following basis:

<b>Number of days worked on weekends</b>	<b>Additional leave</b>
6–8 days	1 working day
9–11 days	2 working days
12–14 days	3 working days
15–17 days	4 working days
18 days or more	5 working days

### **14.3 Annual leave loading**

In addition to their ordinary pay, an employee will be paid an annual leave loading of **17.5%** of their ordinary pay for their period of annual leave excluding any additional leave under clause 14.2.

NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

### **14.4 Taking of annual leave**

- (a) Annual leave is to be taken within 18 months of the entitlement accruing.
- (b) For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in the NES, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days’ notice.

### **14.5 Annual leave in advance**

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

Note: An example of the type of agreement required by clause 14.5 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 14.5 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 14.5, the employer may deduct from any money due to the employee on termination an amount equal to the



amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **14.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 14.6 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 14.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 14.6 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 14.6.

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 14.6.

Note 3: An example of the type of agreement required by clause 14.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

#### **15. Personal/carer's leave and compassionate leave**

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

## 16. Parental leave and related entitlements

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

## 17. Public holidays

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

17.1 Public holiday entitlements are provided for in the NES.

17.2 By agreement, an employer may substitute another day for a public holiday.

17.3 For all time worked on a public holiday or substituted day, an employee must be paid at **250%** of the minimum hourly rate.

17.4 Employees may, by written agreement, be paid for time worked on a public holiday or substituted day at **150%** of the minimum hourly rate and:

- (a) be given an additional day's annual leave; or
- (b) be allowed a day off work without deduction of pay within 28 days of the public holiday.

### 17.5 Part-day public holiday

17.5 inserted on 21 September 2016

For provisions relating to part-day public holidays see Schedule F.

## 18. Community service leave

Community service leave is provided for in the NES.

## 19. Termination of employment

19.1 Notice of termination is provided for in the NES.

### 19.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### 19.3 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.

## **20. Redundancy**

**20.1** Redundancy pay is provided for in the NES.

### **20.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **20.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **20.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 19.3.

## **Part 7—Consultation and Dispute Resolution**

## **21. Consultation**

### **21.1 Consultation regarding major workplace change**

#### **(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the

need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employers to discuss change**

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(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 21.1(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.

**21.2 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.

## **22. Dispute resolution**

- 22.1** 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.
- 22.2** 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 22.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 22.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 22.4** 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.
- 22.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 22.6** 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.

## **Schedule A—Classification Definitions**

**A.1** The classification criteria in this schedule provide guidelines to determine the appropriate classification level of persons employed under this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues and problems that may arise, procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

**A.2** The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level.

### **A.3 Coaching staff**

#### **A.3.1 Coach Grade 1**

- (a) A Coach Grade 1 has formal coaching qualifications and works under the supervision of a well qualified coach in applying established techniques and methods in a program. The coach may be starting on a professional coaching career and may assist in a range of coaching duties including drawing up training programs and supervising programs for individuals and squads. The coach may be conducting development programs and recreational classes.
- (b) A Coach Grade 1 may be a technical specialist who is involved only in narrow technical elements of the total program for the sport and is not undertaking development for a broader role.
- (c) A Coach Grade 1 may be a coach of junior athletes or teams or an assistant coach who has only just obtained formal coaching qualifications and is starting on a professional coaching career. The coach may be a full-time or part-time field officer working in schools with established development programs for their sport. The coach may be conducting development programs and recreational classes.

### **A.3.2 Coach Grade 2**

- (a) A Coach Grade 2 must meet Coach Grade 1 descriptors and generally have at least National Coaching Accreditation Scheme (NCAS) Level 2 coaching accreditation and a minimum of two years successful coaching experience at the appropriate level. A Coach Grade 2 may work under general guidance of a Coach Grade 3 or Coach Grade 4 and is expected to be competent in a range of coaching duties at the appropriate level and to exercise independent judgment in the resolution of problems that arise with athletes and teams.
- (b) A coach at this level develops and supervises intensive skill development and training programs for athletes, utilising sports science and sports medicine services. They accept responsibility for their results, measured in terms of performance at significant sporting events. The coach is able to assess and counsel athletes, and prepare competition programs.
- (c) The coach may be a State Development Officer, supporting and promoting the sport in the education area, to provide the delivery of physical activity to the wider spectrum.
- (d) The coach may be a State Coaching Director responsible for the education of coaches and the co-ordination of coaching courses for both accreditation and updating.

### **A.3.3 Coach Grade 3**

- (a) A Coach Grade 3 must meet Coach Grade 2 descriptors and have advanced qualifications in sports coaching and considerable experience in successfully coaching elite athletes, leading to recognition and standing as an authority in the sport nationally or internationally. The Coach works under broad direction in terms of program objectives, possessing a high degree of coaching knowledge, exercising independent judgment and taking responsibility for major parts of programs. The Coach contributes to the development of coaching in the sport nationally and to the development and promotion of the sport itself.
- (b) A coach at this level will have demonstrated the ability to devise and implement an elite sports program, effectively utilising sports science and sports medicine services. The Coach is well versed in the latest developments in the sport internationally and is capable of innovative and original work, by world standards, for their sport. The Coach contributes directly to policies and requires an understanding of the wider policy and strategic context. In addition to the technical coaching role, a Coach Grade 3 may have some planning and management responsibilities for programs.

### **A.3.4 Coach Grade 4**

- (a) A Coach Grade 4 must meet Coach Grade 3 descriptors, have accredited expertise/competence in sports coaching, substantial experience in successfully coaching elite athletes and demonstrated ability to establish and run an elite program. The Coach will have recognition and standing as an authority in their sport internationally and exercise major influence on the overall development of the sport in Australia.

- (b) A Coach Grade 4 has a role in the design and implementation of the elite program for the sport. Within a total budget and the broad parameters set by agreement between the employer and the National Sporting Organisation (NSO), they run the program with a high degree of independence, having responsibility for the success of the program. Elements include talent identification, specialised training programs, competition schedules, sports science and sports medicine, educational and vocational development of athletes, active promotion of the employer, relationships with the NSO and State Institutes and contribution to the overall development of the sport.
- (c) Selection and development of coaches is a major responsibility. A Coach Grade 4 is expected to know the latest developments in the sport internationally and to demonstrate innovation and originality in their coaching. As experience increases, a Coach Grade 4 is expected to contribute to planning and development and to improve the standard of coaching and athlete performance in the sport as a whole. A Coach Grade 4 must hold the highest level of NCAS accreditation available in their sport, or equivalent.

#### **A.4 Clerical and administrative staff**

##### **A.4.1 Grade 1**

An employee in this grade performs, and is accountable for, clerical and office tasks as directed. The employee works within established routines, methods and procedures. Supervision is direct.

##### **A.4.2 Grade 2**

An employee in this grade performs clerical and office tasks, using a more extensive range of skills and knowledge at a level higher than required in Grade 1. The employee is responsible and accountable for their own work, which is performed within established routines, methods and procedures. Supervision is routine.

##### **A.4.3 Grade 3**

An employee in this grade is responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge. Supervision is general.

##### **A.4.4 Grade 4**

An employee in this grade performs clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

##### **A.4.5 Grade 5**

An employee in this grade is responsible and accountable for the work of others. They exercise initiative, discretion and judgment within the range of their skills and knowledge. Supervision is minimal.



**A.4.6 Grade 6**

An employee in this grade performs clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. The employee is responsible and accountable for their own work, and may have responsibility for the work of a section or unit. The employee exercises initiative, discretion and judgment within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.

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## Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016

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

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

#### B.1.1 Full-time and part-time coaching and related staff employees—ordinary, overtime, and penalty rates

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	<b>% of minimum hourly rate</b>		
	<b>100%</b>	<b>250%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Coach Grade 1	23.40	58.50	35.10
Coach Grade 2	26.26	65.65	39.39
Coach Grade 3	31.56	78.90	47.34
Coach Grade 4	35.78	89.45	53.67

#### B.1.2 Full-time and part-time clerical and administrative staff employees—ordinary and penalty rates

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	<b>% of minimum hourly rate</b>		
	<b>100%</b>	<b>250%</b>	<b>150%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 1	19.21	48.03	28.82
Grade 2	19.85	49.63	29.78
Grade 3	20.61	51.53	30.92
Grade 4	21.47	53.68	32.21
Grade 5	22.49	56.23	33.74
Grade 6	23.58	58.95	35.37

**B.1.3 Full-time and part-time clerical and administrative staff employees—overtime rates**

	Monday to Sunday	
	First 2 hours	After 2 hours
	% of minimum hourly rate	
	<b>150%</b>	<b>200%</b>
	\$	\$
Grade 1	28.82	38.42
Grade 2	29.78	39.70
Grade 3	30.92	41.22
Grade 4	32.21	42.94
Grade 5	33.74	44.98
Grade 6	35.37	47.16

**B.2 Casual adult employees**

**B.2.1 Casual coaching and related staff employees—ordinary and penalty rates**

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	<b>125%</b>	<b>275%</b>	<b>175%</b>
	\$	\$	\$
Coach Grade 1	29.25	64.35	40.95
Coach Grade 2	32.83	72.22	45.96
Coach Grade 3	39.45	86.79	55.23
Coach Grade 4	44.73	98.40	62.62

**B.2.2 Casual clerical and administrative staff employees—ordinary and penalty rates**

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	<b>125%</b>	<b>275%</b>	<b>175%</b>
	\$	\$	\$
Grade 1	24.01	52.83	33.62
Grade 2	24.81	54.59	34.74
Grade 3	25.76	56.68	36.07
Grade 4	26.84	59.04	37.57
Grade 5	28.11	61.85	39.36
Grade 6	29.48	64.85	41.27

**Schedule C—Summary of Monetary Allowances**

Monetary amounts in this clause adjusted as a result of AWR 2016
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**C.1** The following expense related allowances will be payable to employees in accordance with clause 11:

<b>Allowance</b>	<b>Clause</b>	<b>\$</b>
Overtime meal allowances—clerical and administrative staff—overtime after 7.00 pm	11.2	13.81 per occasion
Vehicle allowance	11.3	0.78 per km

**C.1.1 Adjustment of expense related allowances**

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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

## Schedule D—Supported Wage System

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

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

**D.2** In this schedule:

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

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

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

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

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

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

### **D.3 Eligibility criteria**

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

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

## D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than **\$82** per week.

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

## D.5 Assessment of capacity

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

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

## D.6 Lodgement of SWS wage assessment agreement

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

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

## **D.7 Review of assessment**

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

## **D.8 Other terms and conditions of employment**

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

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

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

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

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

**D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

## Schedule E—National Training Wage

This schedule is being reviewed in matter [AM2016/17](#)

Rates updated as a result of AWR 2016

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*



**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### **E.3 Coverage**

**E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

**E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

**E.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**E.5 Minimum Wages**

**E.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

**(b) Wage Level B**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) **Wage Level C**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) **AQF Certificate Level IV traineeships**

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of **3.8%** to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**E.5.2 Minimum wages for part-time traineeships**

(a) **Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of **3.8%** to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus **20%** applies to each ordinary hour worked by the trainee.

### **E.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **E.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **E.6 Employment conditions**

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of **25%** on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

**E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## **E.7 Allocation of Traineeships to Wage Levels**

The wage levels applying to training packages and their AQF certificate levels are:

### **E.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**E.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II



<b>Training package</b>	<b>AQF certificate level</b>
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**E.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

## Schedule F—2016 Part-day Public Holidays

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

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

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

**F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause F.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 F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

**Exposure draft – Sporting Organisations Award 2015**

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

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

DRAFT

## Schedule G—Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work 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

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

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

**national sporting organisation** means the national governing body for a sport or the organisation conducting the elite level national competition for a sport

**NCAS** means the National Coaching Accreditation Scheme

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

**NSO** means the national sporting organisation for the sport in which the coach is coaching

**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 wage for Clerical and administrative staff—Grade 2 in clause 10.2(a)

**State or Territory sporting organisation** means the governing body for a sport at a State or Territory level or the organisation conducting an elite level State or Territory competition for a sport or, in the case of a sport where governing bodies are split between metropolitan and non-metropolitan areas, the governing body for the non-metropolitan areas (e.g. country)

## Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583078](#).

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 I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR583078](#).

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\_\_\_\_