

The Educational Services (Post-Secondary Education) Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
8 March 2019	Incorporate changes resulting from PR598110	Schedule J
	Incorporate changes resulting from [2018] FWCFB 1405	14.3, 15.1, 17.3(c)(ii)
	Incorporate changes resulting from Statement [2018] FWC 1501	27.1
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606400 , PR606555 , PR606630	15, 17, Schedule D, Schedule E, Schedule F
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609394	21 (deleted)
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610239	5, 31, 28, 29, 30
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610105	16
	Incorporates changes resulting from [2018] FWCFB 6368	17.3(c)(ii)
	Incorporates changes resulting from PR701683	Schedule J
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701478	6
	Administrative changes by Modern Awards team Exposure Draft	10.4 (deleted), 16
14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	17
	Incorporates changes resulting from [2018] FWCFB 4695 , [2019] FWCFB 2108 , PR708135	11.8, 11.9
	Incorporating changes resulting from [2019] FWCFB 1255 at [41]	N/A
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706944	32
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707488 , PR707715 , PR709080	15, 17, Schedule D, Schedule E, Schedule F

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

The Educational Services (Post-Secondary Education) Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from [2019] FWCFB 5144	26
	Incorporating changes resulting from [2019] FWCFB 5145, PR712203	7.2, 27.2, Schedule J
	Incorporating changes resulting from [2019] FWCFB 5409, PR706944	4.5, 4.6, 14.1, 15
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles, and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 1.4, 2, 9, 10, 11, 13, 14, 15, 17, 19, 20, 21, 22.5, 31.2, Schedule A, Schedule B, Schedule C, Schedule E, Schedule F, Part 5—, 19, Part 6—, 25, Part 8—, 31, 32, Schedule G—National Training Wage (deleted), Schedule I—Definitions (moved, Schedule G, Schedule J
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 16, 29

EXPOSURE DRAFT

Educational Services (Post-Secondary Education) Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Educational Services (Post-Secondary Education) Award 2010* (the Post-Secondary Education award) as at 18 December 2015 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Post-Secondary Education award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matters [AM2014/224](#) and [AM2015/6](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

Table of Contents

	Page
Part 1— Application and Operation of this Award	5
1. Title and commencement	5
2. Definitions	5
3. The National Employment Standards and this award	6
4. Coverage.....	7
5. Individual flexibility arrangements	8
6. Requests for flexible working arrangements.....	10
7. Facilitative provisions	11
Part 2— Types of Employment and Classifications.....	12
8. Types of employment.....	12
9. Full-time employees	13
10. Part-time employees.....	13
11. Casual employees	13
12. Classifications	19
Part 3— Hours of Work.....	19
13. Ordinary hours of work	19
14. Breaks	21
Part 4— Wages and Allowances	22
15. Minimum rates	22
16. Payment of wages.....	27
17. Allowances	28
18. Superannuation.....	30
Part 5— Overtime and Penalty Rates.....	32
19. Overtime.....	32
20. Shiftwork—general employees	35
21. Penalty rates	36
Part 6— Leave and Public Holidays.....	37
22. Annual leave.....	37
23. Personal/carer’s leave and compassionate leave	41
24. Parental Leave	41
25. Community service leave	42

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

26.	Unpaid family and domestic violence leave	42
27.	Public holidays.....	42
Part 7— Consultation and Dispute Resolution		42
28.	Consultation about major workplace change.....	42
29.	Consultation about changes to rosters or hours of work.....	44
30.	Dispute resolution	44
Part 8— Termination of Employment and Redundancy		45
31.	Termination of employment	45
32.	Redundancy	46
Schedule A —Classifications—Academic Teachers		48
Schedule B —Classifications—Teachers and Tutor/Instructors.....		51
Schedule C —Classifications—General Staff.....		55
Schedule D —Summary of Hourly Rates of Pay—General Staff.....		71
Schedule E —Summary of Monetary Allowances		79
Schedule F —Supported Wage System.....		81
Schedule G —Agreement for Time Off Instead of Payment for Overtime		84
Schedule H —Agreement to Take Annual Leave in Advance		85
Schedule I —Agreement to Cash Out Annual Leave		86
Schedule J —Part-day Public Holidays		87

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFCB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFCB 1333](#) at [35].

- 1.1 This award is the *Educational Services (Post-Secondary Education) Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 Schedule I—Definitions Clause 2—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. Definitions

In this award, unless the contrary intention appears:

academic teacher means an employee engaged to teach students, where a majority of the employee's teaching work is in the delivery of units or programs which are at bachelor's degree level or higher academic level, including the delivery of units which are intended subsequently to be accepted without discount as credit towards a degree

accredited means accredited by an authority exercising statutory powers of accreditation, not being an educational institution

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

AQF means the Australian Qualifications Framework

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

ELICOS means English Language Intensive Courses for Overseas Students

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)

general staff member means an employee employed in a capacity other than as an academic teacher, a teacher or tutor/instructor and includes employees engaged in clerical, administrative, professional and technical work

LOTE means Languages Other Than English

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

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

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

post-secondary educational services industry has the meaning given in clause 4.2

public holiday means a day identified as a public holiday in the [NES](#)

standard rate means the minimum weekly rate for Level 2.1 in clause 15.1(d)

teacher means an employee engaged to teach students where a teaching qualification is mandatory or required by the employer, and where the work required involves teaching a course of study or units of work recognised within or pursuant to the Australian Qualifications Framework or accredited by a relevant state or territory authority and which is neither the work of an academic teacher nor a tutor/instructor

teaching staff member means an academic teacher, a teacher or a tutor/instructor

TESOL means Teaching English to Speakers of Other Languages

tutor/instructor means an employee engaged in providing tutoring/instruction to students where the course is not accredited and where the employer may not require a teaching qualification and which is neither the work of an academic teacher nor a teacher

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

Clauses 4.5 and 4.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1** This industry award covers employers throughout Australia in the post-secondary educational services industry and their employees (other than trades, cleaning or maintenance staff) employed in the classifications listed in Schedule A—Classifications—Academic Teachers, Schedule B—Classifications—Teachers and Tutor/Instructors and Schedule C—Classifications—General Staff, to the exclusion of any other modern award.
- 4.2** **Post-secondary educational services industry** means the provision of education and training to persons over the age of 16 years who have exited the school education system; and includes:
- (a) vocational education and training (VET) teaching leading to qualifications recognised within the Australian Qualifications Framework (AQF);
 - (b) English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages (TESOL) teaching;
 - (c) Languages Other Than English (LOTE) teaching;
 - (d) English language, literacy and numeracy teaching;
 - (e) English language teaching in migrant education programmes;
 - (f) community and adult education teaching not leading to qualifications recognised by the AQF;
 - (g) undergraduate and postgraduate teaching leading to the conferring of accredited degrees or other higher education qualifications recognised within the AQF, except teaching in a university approved to operate in Australia;
 - (h) foundation studies programmes or bridging course teaching where the programme or course is preparatory to or articulates with programmes of teaching leading to higher education qualifications recognised within the AQF; and
 - (i) the employees of any student unions established for students in institutions providing post-secondary educational services.
- 4.3** This award does not apply to:
- (a) any secondary school;
 - (b) any employer in respect of an employee to whom the *Higher Education Industry—Academic Staff—Award 20XX* or the *Higher Education Industry—General Staff—Award 20XX* applies; or
 - (c) any employer whose principal function is the provision of labour market assistance programs.
- 4.4** This award does not cover:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (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.

4.5 This award covers any employer which supplies labour on an on-hire basis in the [post-secondary educational services](#) industry ~~set out in clauses 4.1 and 4.2~~ 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~~ [Clause 4.5](#) operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for trainees engaged in the [post-secondary educational services](#) industry and/or parts of [that](#) industry ~~set out at clauses 4.1 and 4.2~~ 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~~ [Clause 4.6](#) operates subject to the exclusions from coverage in this award.

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

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

5. Individual flexibility arrangements

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

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

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
 - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
 - (b)** identify the award term, or award terms, the application of which is to be varied; and
 - (c)** set out how the application of the award term, or each award term, is varied; and
 - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e)** state the date the agreement is to start.
- 5.7** An agreement must be:
- (a)** in writing; and
 - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or

- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

Clause 7.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712203](#).

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

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

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

Clause	Provision	Agreement between an employer and:
13.1(c)	Spread of hours	The majority of employees
13.1(d)(ii)	Ordinary hours of work—general staff—full-time employees	The majority of employees
13.1(d)(iii)	Ordinary hours of work—general staff—full-time employees	The majority of employees
16.1(b)	Payment of wages	The majority of employees
19.4	Time off instead of overtime payment—general staff classified at Level 7 or below	An individual
19.7	Make-up time	An individual
22.4	Annual leave in advance	An individual
22.6	Cashing out of annual leave	An individual
27.2	Substitution of public holidays	The majority of employees An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

8.2 Letter of appointment

- (a) On appointment an employer will provide an employee (other than a casual employee) with a letter of appointment stating:
 - (i) their classification;
 - (ii) their rate of pay; and
 - (iii) whether they are a full-time, part-time or sessional employee.
- (b) In the case of a sessional teacher this will also state the cessation date of the employment.

9. Full-time employees

A full-time employee is an employee who is engaged to work the ordinary hours of work set out in clause 13—Ordinary hours of work.

10. Part-time employees

10.1 A part-time employee is an employee employed:

- (a) for less than the normal ordinary hours specified for a full-time employee; or
- (b) in the case of a teaching staff member for less than the face-to-face teaching load of a full-time teaching staff member at that workplace; and
- (c) for which all award entitlements are paid or calculated on a pro rata basis by reference to the time worked.

10.2 Before engagement the employer and the part-time employee will agree in writing on a regular pattern of work, including:

- (a) the number of hours to be worked each week;
- (b) the days of the week the employee will work;
- (c) the starting and finishing times each day where hours are not averaged; and
- (d) any periods during a year when work by the employee will not be required.

10.3 Changes in hours may only be made by agreement in writing between the employer and the employee.

10.4 An employer is required to roster a part-time employee for a minimum of ~~two~~² consecutive hours on any day.

10.5 A part-time employee must be paid the minimum hourly rate for the relevant classification in clause 15—Minimum rates for each hour worked.

10.6 Except where hours are averaged, all time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

11. Casual employees

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

11.1 A casual employee is engaged and paid by the hour.

11.2 A casual employee will be paid in accordance with the provisions of clause 15.2.

11.3 A casual employee must be paid at the termination of each engagement, or in accordance with the usual payment methods for full-time employees provided in clause ~~10A~~.16 ~~—~~Payment of wages.

11.4 For teachers and tutor/instructors, the minimum payment for each engagement will be for ~~two~~2 hours' work calculated in accordance with clause 15.2(b).

11.5 For general staff the minimum payment will be for ~~three~~3 hours' work at the appropriate rate.

11.6 Sessional employment

~~This clause~~ 11.6 applies only to teaching staff members.

- (a) A sessional employee is an employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than ~~four~~4 weeks or not more than 40 weeks in any calendar year.
- (b) A sessional employee receives, on a pro rata basis, pay and conditions equivalent to those of a full-time or part-time teacher with the same qualifications, experience and teaching load.
- (c) On termination of a sessional engagement, an employee may elect to be paid out accrued annual leave entitlements or have the employer preserve them for use during a subsequent sessional engagement. Where the accrued leave is not taken within 12 months of it accruing, or the employee is not re-engaged within ~~eight~~8 weeks, the entitlement will be paid out. See also clause 22—Annual leave.
- (d) Subject to the employee's satisfactory conduct and performance, where an equivalent position exists at the expiry of the employee's period of engagement, the employer will offer a further engagement to the employee.
- (e) Where practicable, notice of re-engagement will be given at least ~~two~~2 weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to the employer.

11.7 Continuous service

~~This clause~~ 11.7 applies only to teaching staff members.

For the purposes of the [NES](#):

- (a) One or more engagements of a casual or sessional employee with an employer will be deemed to be continuous unless more than ~~eight~~8 weeks have elapsed between those engagements. The period between engagements will not count as service.
- (b) Where an interruption in service was caused by the employer with the intention of avoiding an obligation under this award, another industrial instrument or relevant legislation, the service will be deemed to be continuous.

11.8 Right to request casual conversion (non-teaching staff members)

Clauses 11.8 and 11.9 inserted in accordance with [\[2019\] FWCFB 2108](#), [\[2019\] FWCFB 4695](#) and [PR708135](#).

~~(a) Clause 11.8 applies to employees other than teaching staff members.~~

- (b) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (c) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (d) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (e) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (f) Any request under clause 11.8 must be in writing and provided to the employer.
- (g) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (h) Reasonable grounds for refusal include that:
- (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.8(c);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (i) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (j) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.

- (k) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (l) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.8, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
- (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (m) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (n) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (o) A casual employee must not be engaged and re-engaged (which includes a refusal to reengage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.8.
- (p) Nothing in clause 11.8 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (q) Nothing in clause 11.8 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (r) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.8 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 9 May 2019, an employer must provide such employees with a copy of the provisions of clause 11.8 by 9 August 2019.
- (s) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.8(r).

11.9 Right to request casual conversion (teaching staff members)

- (a) Clause 11.9 applies only to teaching staff members.
- (b) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time employment, part-time employment or sessional employment.
- (c) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which,

without significant adjustment, the employee could continue to perform as a full-time employee, part-time employee or sessional employee under the provisions of this award.

- (d) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment or sessional employment on a full time basis.
- (e) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment or sessional employment on a part time basis consistent with the pattern of hours previously worked.
- (f) Any request under clause 11.9 must be in writing and provided to the employer.
- (g) Where a regular casual employee seeks to convert to full-time, part-time or sessional employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (h) Reasonable grounds for refusal include:
 - (i) that it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time, part-time or sessional employee in accordance with the provisions of this award; that is, the casual employee is not truly a regular casual employee as defined in clause 11.9(c);
 - (ii) (except in the case of a request to convert to sessional employment) that it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) (except in the case of a request to convert to sessional employment) that it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (i) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (j) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.

- (k) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (l) Where it is agreed that a casual employee will have their employment converted to fulltime, part-time or sessional employment as provided for in clause 11.9, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert; that is, full-time or part-time employment or sessional employment on a full time or part-time basis; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (m) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (n) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (o) A casual employee must not be engaged and re-engaged (which includes a refusal to reengage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.9.
- (p) Nothing in clause 11.9 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (q) Nothing in clause 11.9 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (r) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.9 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 9 May 2019, an employer must provide such employees with a copy of the provisions of clause 11.9 by 9 August 2019.
- (s) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.9(r).

12. Classifications

- 12.1 All employees covered by this award must be classified according to the classification descriptors set out in Schedule A—Classifications—Academic Teachers, Schedule B—Classifications—Teachers and Tutor/Instructors or Schedule C—Classifications—General Staff.
- 12.2 Employees must be paid the minimum rate or the minimum annual salary for the classification level in clause 15—Minimum rates.
- 12.3 Employers must advise their employees in writing of their classification level and of any changes to their classification level.
- 12.4 The classification by the employer must be according to the principal functions and skill requirements of the employment as determined by the employer.

Part 3—Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours of work—general staff

- (a) Ordinary hours of work are worked continuously, except for meal breaks, on:
- (i) any of the days from Monday to Friday (inclusive) between 7.00 am and 7.00 pm; and
 - (ii) Saturday between 7.00 am and 12.30 pm.
- (b) An employee may be required to work until 8.00 pm on up to a maximum of ~~eight~~8 weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle.
- (c) The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.
- (d) **Full-time employees**
- (i) The ordinary hours of work for full-time employees will not exceed an average of 38 hours per week to be worked on one of the following bases:
 - an average of 38 hours over a work cycle not exceeding ~~seven~~7 consecutive days;
 - an average of 76 hours over a work cycle not exceeding 14 consecutive days; or
 - an average of 152 hours over a work cycle not exceeding 28 consecutive days; and

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- not more than 10 consecutive hours, exclusive of meal breaks (except if paid for at overtime rates) in any one day.
- (ii) Where agreed, and only as part of a 28 day work cycle, a full-time employee is entitled to accrue one rostered day off during that work cycle, which must be taken within that work cycle.
- (iii) An employer and the majority of employees at an enterprise may agree to establish a system of rostered days off or a system of flexible daily attendance.

13.2 Ordinary hours of work—academic teachers

- (a) For the purposes of the [NES](#), the ordinary hours of work are 38 per week.
- (b) An employer is entitled to annualise the hours of work so that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purposes of determining the number of hours worked by an academic teacher, the following apply:
 - (i) a lecture, being the main presentation of course material in a subject, will count as ~~three~~3 hours' work for each hour of delivery, and will include associated preparation, assessment and student consultation;
 - (ii) a tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as ~~three~~3 hours' work for each hour of delivery and will include associated preparation, assessment and student consultation; and
 - (iii) a repeat of a lecture or tutorial, carried out within 28 days of the first delivery, will count as ~~two~~2 hours' work for each hour of delivery.

13.3 Ordinary hours of work—teachers and tutor/instructors

- (a) For the purposes of the [NES](#), the ordinary hours of work are 38 per week.
- (b) An employer is entitled to annualise the hours of work so that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purpose of determining the number of hours worked by a teacher or tutor/instructor the following apply:
 - (i) each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation; and
 - (ii) each contact hour of delivery by a tutor/instructor will count as 1.25 hours of work, including administration, assessment and consultation.

13.4 Where a member of the teaching staff is working annualised hours, the provisions of clause 14—Breaks and clause 19—Overtime will not apply. However those

employees will be entitled to an unpaid meal break of at least 30 minutes after ~~five~~⁵ hours of work.

14. Breaks

Clause 14.1 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

14.1 Paid meal break—shiftworkers

A paid meal break for shiftworkers (being employees who work a shift that attracts the penalty ~~rate~~ in clause 20—Shiftwork—general employees) of at least 20 minutes must be allowed no later than ~~five~~⁵ hours after the starting time of each shift.

14.2 Unpaid meal breaks—non-shiftworkers

An unpaid meal break for non-shiftworkers of between 30 and 60 minutes will be allowed for a meal. An employee will not be required to work for more than ~~five~~⁵ hours without a meal break.

14.3 All employees

- (a) An employee must be allowed ~~two~~² paid 10 minute rest breaks on each day as follows:
 - (i) one 10 minute break between the time of starting work and the usual meal break; and
 - (ii) a second 10 minute break between the usual meal break and the time of finishing work.
- (b) An employee who works more than ~~four~~⁴ hours' overtime on a Saturday morning must be allowed a paid rest break of 10 minutes between starting and finishing work.
- (c) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each ~~four~~⁴ hours of overtime worked.
- (d) If an employee is required to work through their normal meal break the employee will be paid **200%** of the minimum hourly rate for all time so worked until the meal break is given.

Part 4—Wages and Allowances

15. Minimum rates

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

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

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

(a) Academic teachers—full-time and part-time

Employee classification level	Minimum annual salary \$	Minimum weekly rate ^{1,2} \$ <i>(full-time employee)</i>	Minimum hourly rate \$
Level A			
A.1	53,168	1,019.20	26.82
A.2	55,297	1,060.00	27.89
A.3	57,427	1,100.80	28.97
A.4	59,425	1,139.10	29.98
A.5	61,022	1,169.80	30.78
A.6	62,754	1,203.00	31.66
A.7	64,485	1,236.10	32.53
A.8	66,216	1,269.30	33.40
Level B			
B.1	68,880	1,320.40	34.75
B.2	70,879	1,358.70	35.76
B.3	72,877	1,397.00	36.76
B.4	74,878	1,435.40	37.77
B.5	76,874	1,473.60	38.78
B.6	78,874	1,512.00	39.79
Level C			
C.1	80,869	1,550.20	40.79
C.2	82,869	1,588.50	41.80
C.3	84,866	1,626.80	42.81
C.4	86,865	1,665.10	43.82

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

Employee classification level	Minimum annual salary \$	Minimum weekly rate ^{1,2} \$ (full-time employee)	Minimum hourly rate \$
C.5	88,862	1,703.40	44.83
C.6	90,861	1,741.70	45.83

¹ The weekly rate of pay for an employee is determined by dividing the annual salary by 313, multiplying that amount by 6, and rounding to the nearest \$0.10.

² An increase in wage rates as a result of the Annual Wage Review is applied to the weekly rate.

(b) Academic teachers—casual rates

The following will apply to casual academic teachers:

	Casual hourly rate (including casual loading) ¹ \$ per hour
Lecturing	
Lecture (one hour of delivery and 2 hours of associated working time)	134.08
Repeat lecture (one hour of delivery and one hour of associated working time)	89.37
Tutoring	
Tutorial (one hour of delivery and 2 hours of associated working time)	104.62
Repeat tutorial (one hour of delivery and one hour of associated working time)	69.74
Tutorial (one hour of delivery and 2 hours of associated working time) (where academic holds a relevant doctoral qualification)	118.74
Repeat tutorial (one hour of delivery and one hour of associated working time) (where academic holds a relevant doctoral qualification)	79.13
Marking	
Standard marking	34.84
Marking as a supervising examiner, or marking requiring a significant exercise of judgment	44.70
Standard marking (where staff holds a relevant doctoral qualification)	39.58

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Casual hourly rate (including casual loading) ¹ \$ per hour
Technical demonstration	
Technical demonstration (one hour of delivery and one hour of associated working time)	69.74
Other required staff activity	
Where staff does not hold doctorate qualifications or perform full subject co-ordination duties	34.84
Where staff hold doctorate qualifications or perform full subject co-ordination duties	39.58

¹ The casual rates in this table will be adjusted by the same percentage increase applied to the weekly rates contained in clause 15.1(a).

(c) Teachers and tutor/instructors

Employee classification level	Minimum annual rate \$	Minimum weekly rate ^{1,2} \$ (full-time employee)	Minimum hourly rate \$	Casual daily rate ³ \$	Casual hourly rate ⁴ \$
Level 1	50,590.71	969.79	25.52	242.29	48.46
Level 2	51,265.28	982.72	25.86	245.52	49.10
Level 3	52,278.84	1,002.15	26.37	250.38	50.08
Level 4	53,302.59	1,021.77	26.89	255.28	51.06
Level 5	55,458.57	1,063.10	27.98	265.61	53.12
Level 6	56,895.80	1,090.65	28.70	272.49	54.50
Level 7	58,204.38	1,115.74	29.36	278.76	55.75
Level 8	59,641.72	1,143.29	30.09	285.64	57.13
Level 9	61,085.80	1,170.97	30.82	292.56	58.51
Level 10	62,950.20	1,206.71	31.76	301.49	60.30
Level 11	64,685.86	1,239.98	32.63	309.80	61.96
Level 12	66,218.05	1,269.36	33.40	317.14	63.43

¹ The weekly rate of pay for an employee is determined by dividing the annual salary by 313 and multiplying that amount by 6.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

² An increase in wage rates as a result of the Annual Wage Review is applied to the weekly rate.

³ provided in clause 15.2 the daily rate is paid where the engagement is for 5 hours or more.

⁴ As provided in clause 15.2 the hourly rate is paid where the engagement is for less than 5 hours.

(d) **General staff rates**

Employee classification level	Minimum annual rate ¹ \$	Minimum weekly rate ² \$ (full-time employee)	Minimum hourly rate \$
Level 1			
1.1	41,086.47	787.60	20.73
1.2	43,120.97	826.60	21.75
1.3	44,466.87	852.40	22.43
Level 2			
2.1	45,019.83	863.00	22.71
2.2	45,828.42	878.50	23.12
Level 3			
3.1	47,523.83	911.00	23.97
3.2	49,907.85	956.70	25.18
Level 4			
4.1	51,258.97	982.60	25.86
4.2	53,277.82	1,021.30	26.88
Level 5			
5.1	56,887.75	1,090.50	28.70
5.2	59,595.20	1,142.40	30.06
Level 6			
6.1	61,076.73	1,170.80	30.81
6.2	64,676.23	1,239.80	32.63
Level 7			
7.1	66,168.20	1,268.40	33.38
7.2	70,106.78	1,343.90	35.37

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

Employee classification level	Minimum annual rate ¹ \$	Minimum weekly rate ² \$ (full-time employee)	Minimum hourly rate \$
Level 8	74,514.87	1,428.40	37.59
Level 9	78,782.10	1,510.20	39.74

¹ The annual rates in this table are determined by multiplying the weekly rate by 313 and dividing that amount by 6.

² An increase in wage rates as a result of the Annual Wage Review is applied to the weekly rate.

See Schedule D—Summary of Hourly Rates of Pay—General Staff for a summary of hourly rates of pay for general staff including overtime and penalties.

15.2 Casual rates—teachers, tutor/instructors and general staff

(a) A teacher and a tutor/instructor will be paid a daily rate except where the engagement is for less than ~~five~~5 hours when payment will be at the hourly rate. Where an hourly rate is paid, it will be payable for each hour of attendance other than for timetabled tea breaks (in respect of which no more than 15 minutes will be deducted) and timetabled lunch breaks.

(b) Other than as specified in clause 15.1(b), casual rates have been calculated as follows:

Category	Calculation
General staff	Weekly applicable rate for full-time employees divided by 38 plus 25%
Teachers	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5
Tutor/instructors	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5

15.3 Juniors rates

Junior employees must be paid the following percentage of the applicable adult wage or salary rate. ~~This e~~Clause 15.3 does not apply to employees who are required to hold a trade qualification.

Age	% of adult rate
Under 16 years of age	45
16 years	50
17 years	60
18 years	70
19 years	80
20 years	90

15.4 Higher duties

An employee required to perform the duties of a position in a classification higher than their usual classification for:

- (a) more than ~~two~~2 weeks in the case of a general employee classified at Level 7 or below; or
 - (b) more than ~~four~~4 weeks in the case of a general employee classified at Level 8 or 9; or
 - (c) more than ~~four~~4 weeks in the case of a member of the teaching staff;
- will be paid for all time worked at the higher level rate.

15.5 Supported wage system

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

15.6 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX+0* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX+0* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX+0* is to be read as referring to the *Educational Services (Post-Secondary Education) Award 20XX+0* and not the *Miscellaneous Award 20XX+0*.

16. 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.

16.1 Wages or salaries may be paid either:

- (a) weekly or fortnightly, according to the average number of ordinary hours worked each week or fortnight; or
- (b) by agreement between the employer and the majority of employees, monthly.

16.2 The employer may elect to pay wages by cash, cheque or by electronic funds transfer (EFT) into an account nominated by the employee with a bank or other financial institution.

16.3 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:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause~~ 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 16.3. 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.

17. Allowances

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

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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

17.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause~~ 17.

17.2 Wage-related allowances

(a) First aid allowance

An employee who has been trained to perform first aid and who is a current holder of appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) will be paid an amount of **\$12.95** per week if they are appointed in writing by their employer to perform first aid duty.

17.3 Expense-related allowances

(a) Clothing and footwear

(i) Where an employee is engaged in work which may be damaging to clothing (e.g. working in food preparation areas, laboratories, etc.), the

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

employer will reimburse the employee an amount equal to the cost of uniforms and/or protective clothing, except where the uniforms and/or protective clothing are provided by the employer.

- (ii) Where an employee in the normal course of their employment is required to work under conditions which are wet and damaging to footwear, the employer will reimburse an employee an amount equal to the cost of protective footwear, except where such footwear is provided by the employer.

(b) Laundry allowance

An employee will be paid a laundry allowance of **\$3.55** per week when required to wear and launder a uniform.

(c) Meal allowance—general staff

- (i) A meal allowance of **\$15.94** will be paid to a general staff employee who:
 - works more than one and a half hours of overtime after the employee's ordinary time of ending work without being given 24 hours' notice; or
 - works approved overtime for more than ~~five~~**5** hours on a Saturday or Sunday.
- (ii) Where overtime worked exceeds ~~four~~**4** hours, or exceeds ~~nine~~**9** hours if worked on a Saturday or Sunday, a further meal allowance of **\$12.76** will be paid.
- (iii) The allowance in clause 17.3(c) is not payable when a meal is supplied by the employer.

(d) Living away from home

An employee, required to be temporarily away from their usual place of residence in the course of the employer's business, is entitled to the following:

- (i) reimbursement of reasonable expenses, or the payment of an allowance to cover the cost of meals, accommodation and incidental expenditure;
- (ii) reimbursement of the reasonable cost, or the payment of an allowance, to cover all fares associated with the travel; and
- (iii) payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed ~~eight~~**8** hours in 24 hours.
- (iv) For the purposes of clause 17.3(d) the employer's business will include attending a course or conference on a residential living basis in respect of which the employer has agreed to meet the accommodation and living expenses.

- (v) The allowances referred to in clauses 17.3(d)(i) and ~~(ii)~~17.3(d)(ii) are not payable where the fares, accommodation and living expenses are paid or provided directly by the employer.

(e) Travel time and fares

Where an employee is required by the employer to travel from one place of work to another, time spent travelling will be deemed to be time worked and will be paid for at the ordinary time rate. All fares associated with such travel will be paid for by the employer.

(f) Transport of employees—shiftworkers

- (i) Where a shiftworker starts or finishes work at a time other than their normal start or finish time and reasonable means of transport is not available, the employer will reimburse the employee an amount equal to the cost of any transport which enables the employee to reach their home.
- (ii) Clause 17.3(f)(i) will not apply when the employer provides suitable transport.

(g) Vehicle allowance

An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid the following allowances:

(i) Motor cars

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

(ii) Motorcycles

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

- (iii) The employer must pay all expenses including, registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of their duties.

See Schedule E—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18. Superannuation

18.1 Superannuation legislation

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

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

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clause 18.3(a) and ~~(b)~~18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clause 18.3(a) or ~~(b)~~18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clause 18.3(a) and ~~(b)~~18.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Statewide Superannuation Trust;
- (c) Tasplan;
- (d) UniSuper Limited;
- (e) VicSuper;
- (f) 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

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

Part 5—Overtime and Penalty Rates

19. Overtime

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

19.1 Overtime—general staff—non-shiftworkers classified at Level 7 or below

(a) Definition of overtime

For employees classified at Level 7 or below overtime is any time worked:

- (i) in excess of the hours fixed for the relevant work cycle; or
- (ii) outside of the hours fixed in clause 13.1.

(b) Overtime rates

Where an employee works overtime, the employee must be paid:

- (i) 150% of the minimum hourly rate for the first ~~two~~2 hours; and
 - (ii) 200% of the minimum hourly rate thereafter;
- calculated on a daily basis.

(c) Minimum payment

- (i) The minimum period for which an employee must be paid overtime is one half hour per week.
- (ii) An employee whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum of ~~three~~3 hours at overtime rates for work performed on a Saturday.

19.2 Overtime—general staff—shiftworkers classified at Level 7 or below

- (a) For all time worked in excess of the ordinary weekly hours fixed, a shiftworker must be paid:

- (i) 150% of the minimum hourly rate for the first ~~three~~3 hours, and
- (ii) 200% of the minimum hourly rate after ~~three~~3 hours.

- (b) For all time worked in excess of the ordinary daily hours on an ordinary shift, a shiftworker must be paid

- (i) 150% of the minimum hourly rate for the first ~~two~~2 hours, and

- (ii) 200% of the minimum hourly rate after ~~two~~2 hours.

(c) **Saturday, Sunday and Public holiday work**

A shiftworker whose ordinary hours do not include a Saturday, Sunday or a public holiday must be paid 200% of the minimum hourly rate for all work done on such a day with a minimum payment of ~~four~~4 hours. The minimum payment does not apply if the work is continuous with the starting or finishing time of their ordinary shift.

- 19.3 The overtime rates in clause 19 and in ~~the penalty rates~~ clause 21—Penalty rates—are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

19.4 **Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 19.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.4 is set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 19.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (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.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.4 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.4(e), 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.
- (h) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
- (i) 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.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 will apply, including the requirement for separate written agreements under clause 19.4(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.4.

19.5 Rest periods after overtime

- (a) An employee who works overtime is entitled to a break of at least 10 hours plus reasonable travelling time, between the end of one period of duty and the start of the next.
- (b) An employee who has not had at least 10 consecutive hours' break must be released at the completion of the overtime until they have had 10 consecutive hours off duty without loss of pay during that absence.
- (c) If the employee resumes duty without having 10 consecutive hours' break they are to be paid at **200%** of the minimum hourly rate until they are released from

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

duty and they are then entitled to be absent until they have had 10 consecutive hours' break, without loss of pay during that absence.

- (d) Where the employee is a shiftworker, the required break will be ~~eight~~8 hours instead of 10 in the following circumstances:
- (i) where overtime is worked for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace them; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

19.6 Recall to duty

Where an employee is required to return to duty after their usual finishing time the employee must be paid at the relevant overtime rate and must be paid for a minimum of ~~three~~3 hours at that rate. Provided that clause 19.6 does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

19.7 Make-up time

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in clause 13.1.

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

20. Shiftwork—general employees

20.1 Definitions

For the purposes of ~~this~~ clause 20 the following definitions will apply:

- (a) **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight;
- (b) **night shift** means any shift finishing after midnight, and at or before 7.00 am; and
- (c) **permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than ~~four~~4 consecutive weeks.

20.2 Payment for shiftwork

- (a) An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

Shift	Penalty rate	
	Casual penalty rate (inclusive of 25% loading)	
	% of minimum hourly rate	
Afternoon and non-permanent night shift	115	140
Permanent night shift	130	155
Saturday, Sunday and Public holiday	150	175

(b) Sunday and public holiday work

- (i) Where ordinary shift hours start between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight does not entitle the employee to that penalty rate.
- (ii) Where ordinary time is worked on a shift starting before midnight on the day before a Sunday or public holiday and extending into the Sunday or public holiday, the rate in clause 20.2(a) will apply to all time worked on that shift.

20.3 The penalty rates in ~~this clause 20~~ and in ~~the overtime clause 19~~ Overtime are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

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

21. Penalty rates

21.1 An employee (other than a shiftworker) will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

(a) Saturday work

- (i) All work within the spread of ordinary hours on a Saturday will be paid at **125%** of the minimum hourly rate.
- (ii) Work performed on a Saturday outside the spread of ordinary hours will be paid at the relevant overtime rate in clause 19—Overtime.

(b) Sunday work

- (i) All work performed on a Sunday must be paid at **200%** of the minimum hourly rate.
- (ii) An employee working on a Sunday is entitled to a minimum payment of ~~four~~ **4** hours at penalty rates provided they are available to work for ~~four~~ **4** hours.

(c) Public holiday work

- (i) All work on a public holiday or substituted day must be paid at **250%** of the minimum hourly rate.
- (ii) An employee required to work on a public holiday is entitled to a minimum payment of ~~four~~4 hours at the penalty rate provided in 21.1(c)(i).
- (iii) Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days to be selected by the employee.

21.2 The penalty rates in ~~this clause 21~~ and in ~~the overtime clause 19~~—Overtime are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

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

Part 6—Leave and Public Holidays

22. Annual leave

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).

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

22.2 ~~This clause~~ **Clause 22** supplements or deals with matters incidental to the [NES](#) provisions. Specific provisions dealing with annual leave for sessional employees can also be found in clause 11.6(c).

22.3 Payment of annual leave

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

During a period of annual leave an employee will receive a loading calculated on the rate of pay prescribed in clause 15—Minimum rates. Annual leave loading is payable on leave accrued on the following bases:

- (a) employees who would have worked on day work only had they not been on leave—**17.5%** of their minimum rate of pay; or
- (b) employees who would have worked on shiftwork had they not been on leave— a loading of **17.5%** of their minimum rate of pay or the shift loading, whichever is the greater.

~~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).~~

22.4 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 22.4 is set out at Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.4 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 22.4, 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.

22.5 Annual close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

- (a) An employer may specify up to ~~two~~2 close-down periods each year, during which the employer will be closing down its operations.
- (b) For these periods an employer may require an employee to take annual leave subject to the requirement that the employee is given notice as soon as practicable of the employer's intention to close down.

22.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.6.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (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 22.6 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 22.6 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 22.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.6.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.6.

NOTE 3: An example of the type of agreement required by clause 22.6 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

22.7 Excessive leave accruals: general provision

NOTE: Clauses 22.7 to 22.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (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 22.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 22.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 22.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 22.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 22.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 22.8(d) may result in the direction ceasing to have effect. See clause 22.8(b)(i).

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

22.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 22.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (ii) the employee has not been given a direction under clause 22.8(a) that, when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a)~~ clause 22.9(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.9(a) ~~paragraph (b)~~ more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a)~~ clause 22.9(a).

23. Personal/carer's leave and compassionate leave

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

24. Parental Leave

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

24.2 The [NES](#) is supplemented by maintaining an entitlement to payment, in relation to maternity leave, adoption leave or paternity leave for employees in the classifications under this award who were entitled to payment for maternity leave, adoption leave or paternity leave in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth);

- (a) that applied to the employee or would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) applied to the employee; and
- (b) that would have entitled the employee to paid maternity leave, adoption leave or paternity leave.

25. Community service leave

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

26. **Unpaid family and domestic violence leave**

Clause 26 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

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

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

27. Public holidays

Clause 27.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712203](#).

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

27.2 Substitution of public holidays by agreement

~~By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.~~

(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.

27.3 Part-day public holidays

For provisions relating to part-day public holidays see Schedule J—Part-day Public Holidays

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

28.1 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:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (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.
- 28.2** For the purposes of the discussion under clause 28.1(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.
- 28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 28.4** 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 28.1(b).
- 28.5** In clause 28 **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.
- 28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

29. Consultation about changes to rosters or hours of work

- 29.1** Clause 29 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.
- 29.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 29.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 29.2 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.
- 29.4** The employer must consider any views given under clause 29.3(b).
- 29.5** Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** 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.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** 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.
- 30.6** 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.
- 30.7** 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 30.

- 30.8** While procedures are being followed under clause 30 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.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

NOTE 1: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

NOTE 2: Clause 31.1 provides industry specific detail and supplements the [NES](#) provisions that deal with termination of employment.

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 31.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(b), then the employer may deduct from wages due

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

to the employee under this award an amount that is no more than one week's wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Notice of termination—teaching staff member

- (a) The employment of a teaching staff member (other than a casual employee) will not be terminated without at least ~~four~~4 weeks' notice (inclusive of the notice required under the [NES](#)) or the payment of ~~four~~4 weeks' salary instead of notice.
- (b) Where a course, previously scheduled, is cancelled because of the failure of students to attend, or to notify the employer that they would not be attending, or because the employer is otherwise made aware that the course will be undersubscribed and therefore have to be cancelled, and the employer cannot give ~~four~~4 weeks' notice of termination of a teaching staff member, notice of at least ~~two~~2 weeks will be given provided that the minimum notice period required by the [NES](#) must be given.

31.3 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 31.3 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

Clause 32 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706944](#).

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

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 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 32.1(c).

- (c) If the employer acts as mentioned in clause 32.1(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, shift rates 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, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 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 32 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.

32.3 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 32.3, 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 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.3.

Schedule A—Classifications—Academic Teachers

- A.1** A full-time or part-time academic teacher will be paid according to the salary scale set out in clause 15.1(a), and will be eligible for movement to the next salary point within the academic level as set out in the rates of pay as follows:
- (a) at the conclusion of each 12 month period, following the date of entry into an academic level as set out in the classification structure or the subsequent anniversary date; and
 - (b) following a staff development/performance review.
- A.2** Movement to the next salary point within the academic level will only occur when the employee has, over the preceding 12 months:
- (a) acquired and utilised additional skills, experience and knowledge within the ambit of the appropriate academic level, as set out in the classification standard and in accord with the priorities of the employer; and
 - (b) demonstrated satisfactory performance against the appropriate academic level.
- A.3** Movement to the next salary point will be effective from the anniversary date. In cases where a staff development/performance review is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date unless the delay is related to the acquisition of new skills and greater responsibility in which case the date of acquisition will be the effective date.
- A.4** Where an employee has been absent for in excess of ~~three~~3 months in aggregate during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- A.5** An academic staff development/performance review will be conducted annually. It will normally be conducted by the relevant supervisor and will be confidential. The aims of the review will include:
- (a) assessment of performance and the acquisition of skills over the preceding 12 months against objective criteria within the relevant academic level in the classification standards including:
 - (i) undergraduate and postgraduate teaching as allocated by the supervisor in accordance with the organisational unit's priorities;
 - (ii) other undergraduate and postgraduate teaching as undertaken for the institution;
 - (iii) contributions to scholarly research, creative and/or professional activities appropriate to the staff member's profession or discipline;
 - (iv) participation in the administration of the institution and/or provision of leadership and the undertaking of senior administration activities as allocated by the institution; and
 - (v) contribution to professional activities relevant to the profession, discipline and/or community; and

- (b) identification of the development and training needs of the academic teacher in order to:
 - (i) enable the acquisition and use of new skills, experience and knowledge in accordance with the priorities of the organisational unit and/or the institution;
 - (ii) identify performance objectives; and
 - (iii) ensure continued satisfactory performance within the ambit of the academic level.

A.6 The minimum salary paid to academic teachers employed on a casual basis to deliver lectures or tutorials will be the rates set out in clause 15.1(b), those rates are derived from ~~three~~3 base rates calculated using the following formulae:

- (a) Lecturing—the base rate applicable to lecturing is determined by reference to the second step of the full-time Level B scale.
- (b) Duties involving possession of a relevant doctoral qualification—this is determined by reference to the sixth step of the full-time Level A scale.
- (c) Tutoring—the base rate applicable to tutoring is determined by reference to the second step of the full-time Level A scale.

A.7 Classification descriptors

Academic teachers (other than casual academic teachers) will be classified into one of the following levels on the basis of which of the following descriptors most accurately describes the duties they undertake and their academic standing and experience.

A.7.1 Level A

- (a) A Level A academic teacher will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic teacher will normally have completed ~~four~~4 years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- (b) A Level A academic teacher will normally contribute to the teaching work of the employer at an undergraduate degree or graduate diploma level. Administration will generally be limited to the administration of the relevant unit or units of teaching they are engaged to teach.
- (c) An employee holding a relevant doctorate or responsible for the co-ordination of a subject or unit, will not be paid less than the sixth step of Level A.

A.7.2 Level B

- (a) A Level B academic teacher will undertake independent teaching and research in their discipline or related area. A Level B academic teacher will make an independent contribution through professional practice and expertise to the teaching effort of the employer, and may co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.
- (b) A Level B academic teacher may be required to teach at any level, on the basis of an established record of independent scholarship, research and/or professional activities appropriate to their profession or discipline. They may undertake administration relating to their discipline and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

A.7.3 Level C

A Level C academic teacher will play a major role or provide a significant degree of leadership in activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

Schedule B—Classifications—Teachers and Tutor/Instructors

B.1 Teachers and tutor/instructors will be paid according to the salary scale set out in clause 15.1(c).

B.1.1 On appointment a teacher will be placed on a salary level commensurate with the minimum salary for their qualifications and experience as determined by this schedule. The progress for a teacher classified as Category A, B, C, or D will be as follows:

(a) Category A commences at Level 4 and progresses to a maximum of Level 12.

(b) Category B commences at Level 3 and progresses to a maximum of Level 12.

(c) Category C commences at Level 2 and progresses to a maximum of Level 12.

(d) Category D commences at Level 1 and progresses to a maximum of Level 9.

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that they are able to carry on the full duties of a Category A, B, or C teacher.

B.1.2 If an employer does not accept (fully or in part) the qualifications or experience of a teacher, the employer will advise the teacher in writing what qualifications or experience are not accepted or the extent to which they are not accepted.

B.1.3 Subject to the continuing satisfactory conduct, diligence and performance of a teacher and the acquisition and utilisation of skills and knowledge through experience, progression from one salary level to the next will occur on the completion of a year of full-time experience or equivalent part-time experience.

B.1.4 Where the employer considers that the conduct, diligence or performance of a teacher is not satisfactory or the teacher has not acquired and utilised increased skills and knowledge which could reasonably be expected to be acquired and utilised and for that reason considers that progress to the next salary level is not warranted, a formal review will be undertaken by the employer prior to the date when the increment is due.

B.1.5 When a teacher achieves the further experience or qualifications which entitle the teacher to an increase in salary the increase will be calculated on and from the first pay period after the results of the course are announced or the experience is gained.

B.2 Teachers employed in English language colleges or in TESOL courses

B.2.1 Based on an assessment of a teacher's qualifications, a teacher will be classified in one of the following categories:

(a) **Category A**—a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL);

or a postgraduate diploma in applied linguistics, languages other than English (LOTE), or multicultural education.

- (b) **Category B**—a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate; or a degree and diploma including LOTE/TESOL method.
- (c) **Category C**—a teacher with a degree/diploma (~~three~~3 year minimum) plus a recognised TESOL certificate; or a degree/diploma (~~three~~3 year minimum) including LOTE/TESOL method.
- (d) **Category D**—other qualifications not provided for above and/or expected to acquire TESOL qualifications.

B.2.2 The following experience will be recognised as relevant experience:

- (a) full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than ~~five~~5 students;
- (b) other full-time teaching, including in other languages, credited at the rate of one year of experience for each ~~two~~2 years of such teaching, to a maximum of ~~three~~3 years;
- (c) part-time experience will be recognised on a pro rata basis; and
- (d) where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution.

B.2.3 Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than ~~six~~6 months' service.

B.3 Teachers other than TESOL teachers

B.3.1 A teacher other than a TESOL teacher will be classified in accordance with the following:

- (a) **Category A**—a teacher with a ~~five~~5 year degree or equivalent at university level in a field relevant to the teaching area.
- (b) **Category B**—a teacher with a ~~four~~4 year degree or equivalent at university level in a field relevant to the teaching area.
- (c) **Category C**—a teacher with a ~~three~~3 year degree or equivalent at university level in a field relevant to the teaching area.
- (d) **Category D**—any other teacher, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assesses nationally

recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework (ARF).

B.3.2 For the purpose of this schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

B.3.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

B.4 Tutor/instructors

B.4.1 A Tutor/instructor will be classified in accordance with the following:

- (a) Tutor/instructor Level 1 is a person with appropriate subject knowledge and skills as determined by the employer. A Tutor/instructor Level 1 will commence at Level 1 and may progress to a maximum of Level 3.
- (b) Tutor/instructor Level 2 is a person with appropriate subject knowledge and skills as determined by the employer and who has the minimum qualification of Certificate IV in Training and Assessment (TAA40104) or equivalent. A tutor/instructor Level 2 will commence at Level 2 and may progress to a maximum of Level 7.

B.4.2 For the purpose of this Schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

B.4.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

B.5 Movement between pay points

B.5.1 An employee will be eligible for movement to the next pay point within the classification structure after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.

B.5.2 Where an employee has been absent for in excess of ~~three~~3 months, in aggregate, during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.

B.5.3 Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.

B.5.4 Movement to the next pay point will only occur when the employee has, over the preceding 12 months:

- (a) acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accordance with the priorities of the employer; and
- (b) demonstrated satisfactory performance.

- B.5.5** If the requirements in clause B.5.4 are not met at the conclusion of the 12 month period the employee will not progress to the next pay point until such time as the requirements are met.

DRAFT

Schedule C—Classifications—General Staff

C.1 Classification Definitions

C.1.1 Definition 1: Supervision

(a) **Close supervision**

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

(b) **Routine supervision**

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a supervisor.

Checking is selective rather than constant.

(c) **General direction**

Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

Performance is checked by assignment completion.

(d) **Broad direction**

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

C.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) **Trade certificate**

Completion of an apprenticeship, normally of ~~four~~4 years duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a ~~two~~² year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to ~~two~~² years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to ~~three~~³ years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in ~~three~~³ or ~~four~~⁴ years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

C.1.3 Definition 3: Classification dimensions

(a) Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(b) Occupational equivalent

Examples of occupations typically falling within each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Task level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

(e) Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level and the purposes to which that organisational knowledge may be put.

(f) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these ~~three~~3 qualities applies at each classification level.

(g) Typical activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

C.1.4 General Staff Level 1

(a) Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

- (i)** knowledge, training or experience relevant to the duties to be performed;
- (ii)** completion of Year 12 without work experience;
- (iii)** completion of Certificates I or II with work related experience; or
- (iv)** an equivalent combination of experience and training.

(b) Occupational equivalent

Labourer, security officer, administrative assistant, trainee for Level 2 duties.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Task level

Straightforward administrative or manual duties, or elements of Level 2 duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

(e) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(f) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

An employee after 12 months or ~~two~~2 years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

(g) Typical activities

Perform a range of manual duties.

In administrative positions, perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

C.1.5 General Staff Level 2

(a) Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(b) Occupational equivalent

Technical assistant/technical trainee, administrative assistant.

(c) Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

(d) Task level

Task level will require some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

(e) Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

(f) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

(g) Typical activities

- (i) In technical assistant positions:
 - assist a technical officer in operating a laboratory, including ordering supplies;
 - assist in setting up routine experiments;
 - monitor experiments for report to a technical officer;
 - assist with the preparation of specimens; and
 - assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

- (ii) In administrative positions perform a range of administrative support tasks including:
 - standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
 - to provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
 - to process accounts for payment.

C.1.6 General Staff Level 3

(a) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Technical officer or technician, administrative above Level 2.

(c) Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(d) Task level

May undertake limited creative, planning or design functions. Apply skills to a varied range of different tasks.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

(f) Judgment, independence and problem solving

(i) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

(ii) In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(g) Typical activities

(i) In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

(ii) In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

(iii) In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services;

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- may be responsible for accounting transactions and the production of reports;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

C.1.7 General Staff Level 4

(a) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least ~~two~~2 years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trade certificate and extensive (typically more than ~~two~~2 years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer). Administrator with responsibility for advice and determinations. Experienced technical officer.

(c) Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how

they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

(f) Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

(g) Typical activities

(i) In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

(ii) In library technician positions:

- perform at a higher level than Level 3;
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

(iii) In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. student fees or HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus;
- provide reports to management in account/financial, staffing, legislative requirements and other institutional activities; and/or
- administer salary and payroll requirements of the organisation.

(iv) In professional positions and under professional supervision:

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or

- provide counselling services.

C.1.8 General Staff Level 5

(a) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience;
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(d) Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) Judgment, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes, design, develop and test complex equipment, systems and procedures, undertake planning involving resources use and develop proposals for resource allocation, exercise high level diagnostic skills on sophisticated equipment or systems, analyse and report on data and experiments.

(g) Typical activities

(i) In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or
- install, repair, provide and demonstrate computer services in laboratories.

(ii) In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget.

(iii) In professional positions:

- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

C.1.9 General Staff Level 6

(a) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least ~~four~~4 years' subsequent relevant experience;
- (ii)** extensive experience and management expertise in technical or administrative fields; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Senior librarian, technical manager, professional or scientific officer, senior administrator in a small organisation.

(c) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(d) Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(g) Typical activities

- (i)** In a library, combine specialist expertise and responsibilities for managing a library function.
- (ii)** In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include professional development activities contributing to the profession and publication.
- (iii)** In technical manager positions, the management of teaching and scientific facilities.
- (iv)** In administrative positions, provide senior administrative support to a small organisation, or manage a functional unit with some complexity in a larger organisation.

C.1.10 General Staff Level 7

(a) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a medium sized organisation.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(e) Organisational knowledge

The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.
- (iv) Provide senior administrative support to organisations of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

C.1.11 General Staff Level 8

(a) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications and extensive relevant experience; or
- (ii) extensive management experience and proven management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a more complex organisation.

(c) Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

- (iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.
- (iv) Provide senior administrative support to the more complex organisations, taking into account the size, budget, course structure, external activities and management practices.

C.1.12 General Staff Level 9

(a) Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) proven expertise in the management of significant human and material resources; and
- (ii) in some areas postgraduate qualifications and extensive relevant experience.

(b) Occupational equivalent

Senior program manager or administrative manager.

(c) Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

(d) Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

(f) Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

(g) Typical activities

- (i) Manage a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

- (iii) Provide senior administrative support to the most complex and larger organisations involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

C.2 Movement between pay points

- C.2.1 Where there is more than one pay point for a classification level an employee will be eligible for movement to the next pay point within the classification level after each 12 month period, following a performance review that the employer will complete before the end of the 12 month period.
- C.2.2 Where an employee has been absent for in excess of ~~three~~3 months in aggregate during the 12 month period, the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- C.2.3 Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.
- C.2.4 Movement to the next pay point within a classification level will only occur when the employee has, over the preceding 12 months:
 - (a) acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accord with the priorities of the employer; and
 - (b) demonstrated satisfactory performance against the relevant position classification descriptors.
- C.2.5 If the requirements in ~~this~~ clause C.2 are not met at the conclusion of the 12 month period the employee will not progress to the next pay point within the classification level until such time as the requirements are met.

Schedule D—Summary of Hourly Rates of Pay—General Staff

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

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

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

D.1 Full-time and part-time adult employees

D.1.1 Full-time and part-time employees other than shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	100%	125%	250%
	\$	\$	\$
Level 1			
1.1	20.73	25.91	51.83
1.2	21.75	27.19	54.38
1.3	22.43	28.04	56.08
Level 2			
2.1	22.71	28.39	56.78
2.2	23.12	28.90	57.80
Level 3			
3.1	23.97	29.96	59.93
3.2	25.18	31.48	62.95
Level 4			
4.1	25.86	32.33	64.65
4.2	26.88	33.60	67.20
Level 5			
5.1	28.70	35.88	71.75
5.2	30.06	37.58	75.15
Level 6			

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC2]: Relevant percentage in cl 21.1.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	100%	125%	250%
	\$	\$	\$
6.1	30.81	38.51	77.03
6.2	32.63	40.79	81.58
Level 7			
7.1	33.38	41.73	83.45
7.2	35.37	44.21	88.43
Level 8			
	37.59	46.99	93.98
Level 9			
	39.74	49.68	99.35

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC2]: Relevant percentage in cl 21.1.

D.1.2 Full-time and part-time employees other than shiftworkers—general staff—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1				
1.1	31.10	41.46	41.46	51.83
1.2	32.63	43.50	43.50	54.38
1.3	33.65	44.86	44.86	56.08
Level 2				
2.1	34.07	45.42	45.42	56.78
2.2	34.68	46.24	46.24	57.80
Level 3				
3.1	35.96	47.94	47.94	59.93
3.2	37.77	50.36	50.36	62.95
Level 4				
4.1	38.79	51.72	51.72	64.65
4.2	40.32	53.76	53.76	67.20
Level 5				
5.1	43.05	57.40	57.40	71.75

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC4]: Relevant percentage in cl 19.1(b).

Commented [FWC5]: Relevant percentage in cl 21.1.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
5.2	45.09	60.12	60.12	75.15
Level 6				
6.1	46.22	61.62	61.62	77.03
6.2	48.95	65.26	65.26	81.58
Level 7				
7.1	50.07	66.76	66.76	83.45
7.2	53.06	70.74	70.74	88.43
Level 8¹	–	–	–	–
Level 9¹	–	–	–	–

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC4]: Relevant percentage in cl 19.1(b).

Commented [FWC5]: Relevant percentage in cl 21.1.

¹ These classifications of employees are not entitled to payment for overtime (see clause 19.3).

D.1.3 Full-time and part-time shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	100%	115%	130%	150%
	\$	\$	\$	\$
Level 1				
1.1	20.73	23.84	26.95	31.10
1.2	21.75	25.01	28.28	32.63
1.3	22.43	25.79	29.16	33.65
Level 2				
2.1	22.71	26.12	29.52	34.07
2.2	23.12	26.59	30.06	34.68
Level 3				
3.1	23.97	27.57	31.16	35.96

Commented [FWC6]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC7]: Relevant percentage in cl 20.2.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	100%	115%	130%	150%
	\$	\$	\$	\$
3.2	25.18	28.96	32.73	37.77
Level 4				
4.1	25.86	29.74	33.62	38.79
4.2	26.88	30.91	34.94	40.32
Level 5				
5.1	28.70	33.01	37.31	43.05
5.2	30.06	34.57	39.08	45.09
Level 6				
6.1	30.81	35.43	40.05	46.22
6.2	32.63	37.52	42.42	48.95
Level 7				
7.1	33.38	38.39	43.39	50.07
7.2	35.37	40.68	45.98	53.06
Level 8	37.59	43.23	48.87	56.39
Level 9	39.74	45.70	51.66	59.61

Commented [FWC6]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC7]: Relevant percentage in cl 20.2.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

D.1.4 Full-time and part-time shiftworkers—general staff—overtime rates

	Monday to Friday				Saturday, Sunday or public holiday
	Work in excess of ordinary weekly hours		Work in excess of ordinary daily hours on ordinary shift		
	First 3 hours	After 3 hours	First 2 hours	After 2 hours	
% of minimum hourly rate					
	150%	200%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 1					
1.1	31.10	41.46	31.10	41.46	41.46
1.2	32.63	43.50	32.63	43.50	43.50
1.3	33.65	44.86	33.65	44.86	44.86
Level 2					
2.1	34.07	45.42	34.07	45.42	45.42
2.2	34.68	46.24	34.68	46.24	46.24
Level 3					
3.1	35.96	47.94	35.96	47.94	47.94
3.2	37.77	50.36	37.77	50.36	50.36
Level 4					
4.1	38.79	51.72	38.79	51.72	51.72
4.2	40.32	53.76	40.32	53.76	53.76
Level 5					
5.1	43.05	57.40	43.05	57.40	57.40
5.2	45.09	60.12	45.09	60.12	60.12
Level 6					
6.1	46.22	61.62	46.22	61.62	61.62
6.2	48.95	65.26	48.95	65.26	65.26
Level 7					
7.1	50.07	66.76	50.07	66.76	66.76
7.2	53.06	70.74	53.06	70.74	70.74

Commented [FWC8]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC9]: Relevant percentage in cl 19.2.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Monday to Friday				Saturday, Sunday or public holiday
	Work in excess of ordinary weekly hours		Work in excess of ordinary daily hours on ordinary shift		
	First 3 hours	After 3 hours	First 2 hours	After 2 hours	
	% of minimum hourly rate				
	150%	200%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 8¹	–	–	–	–	–
Level 9¹	–	–	–	–	–

Commented [FWC8]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC9]: Relevant percentage in cl 19.2.

¹ These classifications of employees are not entitled to payment for overtime (see clause 19.3).

D.2 Casual adult employees

D.2.1 Casual employees other than shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	125%	150%	275%
	\$	\$	\$
Level 1			
1.1	25.91	31.10	57.01
1.2	27.19	32.63	59.81
1.3	28.04	33.65	61.68
Level 2			
2.1	28.39	34.07	62.45
2.2	28.90	34.68	63.58
Level 3			
3.1	29.96	35.96	65.92
3.2	31.48	37.77	69.25
Level 4			
4.1	32.33	38.79	71.12
4.2	33.60	40.32	73.92
Level 5			

Commented [FWC10]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 15.1(d) + 25%. See cl 15.2(b). 1

Commented [FWC12]: Relevant percentage in cl 21.1.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Ordinary hours	Saturday	Public holiday
	% of minimum hourly rate		
	125%	150%	275%
	\$	\$	\$
5.1	35.88	43.05	78.93
5.2	37.58	45.09	82.67
Level 6			
6.1	38.51	46.22	84.73
6.2	40.79	48.95	89.73
Level 7			
7.1	41.73	50.07	91.80
7.2	44.21	53.06	97.27
Level 8	46.99	56.39	103.37
Level 9	49.68	59.61	109.29

Commented [FWC10]: (Minimum weekly rate ÷ 38) in cl 15.1(d).

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 15.1(d) + 25%. See cl 15.2(b). 1

Commented [FWC12]: Relevant percentage in cl 21.1.

D.2.2 Casual shiftworkers—general staff—ordinary and penalty rates

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
	\$	\$	\$	\$
Level 1				
1.1	25.91	29.02	32.13	36.28
1.2	27.19	30.45	33.71	38.06
1.3	28.04	31.40	34.77	39.25
Level 2				
2.1	28.39	31.79	35.20	39.74
2.2	28.90	32.37	35.84	40.46
Level 3				
3.1	29.96	33.56	37.15	41.95
3.2	31.48	35.25	39.03	44.07
Level 4				
4.1	32.33	36.20	40.08	45.26
4.2	33.60	37.63	41.66	47.04

Commented [FWC13]: Minimum weekly rate in cl 15.1(d) ÷ 38.

Commented [FWC14]: (Minimum weekly rate ÷ 38) in cl 15.1(d) + 25%. See cl 15.2(b). 1

Commented [FWC15]: Relevant percentage in cl 20.2.

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

	Ordinary hours	Afternoon & night	Permanent night	Saturday, Sunday or public holiday
	% of minimum hourly rate			
	125%	140%	155%	175%
	\$	\$	\$	\$
Level 5				
5.1	35.88	40.18	44.49	50.23
5.2	37.58	42.08	46.59	52.61
Level 6				
6.1	38.51	43.13	47.76	53.92
6.2	40.79	45.68	50.58	57.10
Level 7				
7.1	41.73	46.73	51.74	58.42
7.2	44.21	49.52	54.82	61.90
Level 8	46.99	52.63	58.26	65.78
Level 9	49.68	55.64	61.60	69.55

Commented [FWC13]: Minimum weekly rate in cl 15.1(d) ÷ 38.

Commented [FWC14]: (Minimum weekly rate ÷ 38) in cl 15.1(d) + 25%. See cl 15.2(b). 1

Commented [FWC15]: Relevant percentage in cl 20.2.

DRAFT

Schedule E—Summary of Monetary Allowances

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

See clause 17—Allowances for full details of allowances payable under this award.

E.1 Wage-related allowances

E.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in ~~Schedule I clause 2~~ Definitions as the minimum weekly rate for Level 2.1 in clause 15.1(d) = **\$863.00**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	17.2(a)	1.5	12.95	per week

E.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

E.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Laundry allowance	17.3(b)	3.55	per week
Meal allowance—overtime	17.3(c)(i)	15.94	per occasion
Further meal allowance—overtime exceeding four 4 hours	17.3(c)(ii)	12.76	per occasion
Vehicle allowance—use of own motor vehicle—Motor car	17.3(g)(i)	0.78	per km
Vehicle allowance—use of own motor vehicle—Motorcycle	17.3(g)(ii)	0.26	per km

E.2.1 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 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
Meal allowance	Take away and fast foods sub-group

Exposure Draft—Educational Services (Post-Secondary Education) Award 20XX

Allowance	Applicable Consumer Price Index figure
Laundry allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

DRAFT

Schedule F—Supported Wage System

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

F.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.

F.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

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

F.3 Eligibility criteria

F.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.

F.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.

F.4 Supported wage rates

F.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 F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

F.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

F.5 Assessment of capacity

F.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 SWS 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.

F.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](#).

F.6 Lodgement of SWS wage assessment agreement

F.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.

F.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.

F.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 SWS.

F.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.

F.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.

F.10 Trial period

F.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~~4 weeks) may be needed.

F.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.

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

F.11 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 F.5.

Schedule G—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule H—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—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 J—Part-day Public Holidays

Schedule J amended in accordance with [\[2019\] FWCFCB 5145](#) at [52] and [PR712203](#).

- J.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- J.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause J.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (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 J.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

J.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~J.3J.4~~ This schedule is not intended to detract from or supplement the [NES](#).

DRAFT