

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

Publication date	Reason for amendments	Clauses affected
29 July 2016	Updated as agreed in conference and in accordance to Report to the Full Bench 3 June 2016	6.3(b), 6.4(a), 6.5(c), 10.1(b), 10.2(b)
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579863 , PR579586 and PR581528	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from PR580863	Schedule F
	Incorporate changes resulting from PR583078	14, Schedule H, Schedule I
	Exposure draft	
2 November 2017	Incorporate changes resulting from PR585807 and PR588744	13.3, 13.4, 14.4, 14.5, 14.6
	Incorporate changes resulting from [2017] FWCFB 3500 , PR592182 , PR592338 , PR592689 , PR593858	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from [2017] FWCFB 3541	11
	Incorporate changes resulting from [2017] FWCFB 3433	1, 14, 22, Schedule G
	Incorporate changes resulting from [2017] FWCFB 5536	6.3, 6.4, 6.5, 10.1
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Sporting Organisations Award 2015

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

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/245](#). Additionally a number of common issues are being dealt with by

the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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

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DRAFT

Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Sporting Organisations Award 2015*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328]

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. 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 G—Definitions sets out definitions that apply in this award.

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

2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

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

3. Coverage

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

3.2 Exclusions

This award does not cover:

- (a) Chief Executive Officers;
- (b) coaches employed by the Australian Football League and the Victorian Football League who do not earn their principal income as coaches. In

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particular, it will not apply to those coaches in the Victorian State Football League Under 18 program, which is conducted by the Australian Football League throughout Victoria, with additional sites in Hobart and Canberra;

- (c) Chief Executive Officers and Executives at the second and third tiers of management, including the Director of Finance, Assistant Director and the State Coach or similar at the Cricket Australia level, provided that the State coach is remunerated at a level in excess of that laid down in this award;
- (d) employees of racing clubs;
- (e) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;
- (f) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; and

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

- (g) employees excluded from award coverage by the ~~*Fair Work Act 2009*~~ (Cth) (~~the Act~~);

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

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

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

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

4. Award flexibility

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

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

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

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

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

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

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

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

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

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

4.8 The agreement may be terminated:

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

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

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

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

5. Facilitative provisions

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

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

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

Part 2—Types of Employment and Classifications

6. Employment categories

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

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

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

6.3 Full-time employment

- (a) A full-time employee is engaged to work an average of 38 ordinary hours per week.
- (b) A full-time employee must be provided with a written statement setting out their:
 - (i) classification;
 - (ii) relevant minimum wage; and
 - (iii) terms of engagement.

6.4 Part-time employment

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

6.5 Casual employment

A separately constituted Full Bench will determine whether clause 6.5 should limit the ordinary hours that casual employees can work to being less than 38 ordinary hours per week

- (a) A casual employee is an employee who is engaged and paid as a casual employee.

- (b) When engaging a casual employee, the employer must inform the employee that they are employed as a casual, their hours of work, their classification level and the relevant minimum wage.
- (c) For each ordinary hour worked, a casual employee must be paid:
 - (i) the minimum hourly rate; and
 - (ii) a loading of **25%** of the minimum hourly rate, for the classification in which they are employed.
- (d) The casual loading is paid instead of all paid leave including annual leave, personal/carer's leave and public holidays not worked whether prescribed in this award or the NES.
- (e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

7. Classifications

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

Part 3—Hours of Work

8. Ordinary hours of work and rostering

Overtime payments for coaching staff and span of hours issues to be considered by a separately constituted Full Bench – see [\[2017\] FWCFB 5536](#).

8.1 Clerical and administrative staff

- (a) Ordinary hours are worked between 6.00 am and 6.00 pm, Monday to Sunday.
- (b) The ordinary hours for full-time employees will be determined by the employer, and will be an average of 38 hours per week.
- (c) Ordinary hours are to be worked on one of the following bases:
 - (i) by employees working 38 ordinary hours on five days per week; or
 - (ii) by employees working the following ordinary hours over 19 days in a 20 day work cycle:
 - 40 hours in each of three weeks and 32 hours in one week in the 20 day work cycle; or
 - (iii) by employees working the following ordinary hours over nine days in a 10 day work cycle:

- 42 ordinary hours in one week and 34 ordinary hours in one week in the 10 day work cycle; or
- (iv) by employees working 38 hours on four days in each five day work cycle.
- (d) Ordinary hours of work for a full-time employee must not exceed 11 hours on any one day.
- (e) An employee may, with the agreement of their employer, bank up to five rostered days off in any 12 month period.

8.2 Coaching staff

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

9. Breaks

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

Part 4—Wages and Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

10. Minimum wages

10.1 Coaching and related staff

(a) Adult employees

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

Employee classification	Minimum annual rate	Minimum weekly rate ¹	Minimum hourly rate
	\$	\$	\$
Coach Grade 1	47,892	918.50	\$24.17
Coach Grade 2	53,739	1030.70	\$27.12
Coach Grade 3	64,582	1238.60	\$32.59
Coach Grade 4	73,226	1404.40	\$36.96

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

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

(b) Junior employees

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

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

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

10.2 Clerical and administrative staff

(a) Adult employees

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

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Grade 1	\$754.00	\$19.84
Grade 2	\$779.10	\$20.50
Grade 3	\$809.10	\$21.29
Grade 4	\$842.70	\$22.18
Grade 5	\$883.00	\$23.24
Grade 6	\$925.80	\$24.36

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

(b) Junior employees

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

Age	% of Grade 1 or 2
17 years and under	70
At 18 years	80
At 19 years	90

Age	% of Grade 1 or 2
At 20 years	100

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

10.3 Payment of wages

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

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

10.4 Supported wage system

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

10.5 National training wage

Clause 10.5 substituted per [PR593858](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Sporting Organisations Award 2010* and not the *Miscellaneous Award 2010*.

11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

- 11.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.
- 11.2 Overtime meal allowance—clerical and administrative staff**
- A clerical and administrative employee required to work overtime after 7.00 pm will be provided with a substantial meal by the employer or paid a meal allowance of **\$13.96** per meal.

11.3 Vehicle allowance

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

11.4 Out-of-pocket expenses

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

11.5 Travelling

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

11.6 Meal allowances—travelling

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

11.7 Living away from home

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

11.8 Training programs—coaches

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

12. Superannuation

12.1 Superannuation legislation

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

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

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

12.2 Employer contributions

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

12.3 Voluntary employee contributions

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

12.4 Superannuation fund

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

- (a) Media Super;
- (b) AMP Superannuation Savings Trust;
- (c) HESTA;
- (d) HOSTPLUS Superannuation Fund;
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime

13. Overtime

Clause 13 amended in accordance with [PR585807](#)

A separately constituted Full Bench will determine whether coaching staff should be entitled to overtime provisions

13.1 Clause 13 only applies to Clerical and Administrative staff.

13.2 Definition of overtime

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

13.3 Daily overtime will be compensated as follows:

- (a) up to and including the first hour of overtime will be paid at **150%** of the minimum hourly rate; and
- (b) overtime in excess of one hour will be paid at **150%** of the minimum hourly rate for the first two hours and **200%** thereafter.

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

EXAMPLE: By making an agreement under clause 13.4 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 13.4 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 13.4 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 13.4 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 13.4.

Part 6—Leave, Public Holidays and Other NES Entitlements

14. Annual leave

Clause 14 amended in accordance with [PR588744](#)

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

14.2 Quantum of annual leave

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

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

14.3 Annual leave loading

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

NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the

employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFCB 3433](#) at [350].

14.4 Excessive leave accruals: general provision

Note: Clauses 14.4 to 14.6 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 14.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 14.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

14.5 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 14.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.4, 14.5 or 14.6 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 14.5(b)(i).

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

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

14.6 Excessive leave accruals: request by employee for leave

- (a) Clause 14.6 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 14.4(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 14.5(a) that, when any other paid annual leave arrangements (whether made under clause 14.4, 14.5 or 14.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 14.4, 14.5 or 14.6 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

14.7 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 14.7 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 14.7 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 14.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

14.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 14.8 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 14.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 14.8 as an employee record.

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 14.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.8.

Note 3: An example of the type of agreement required by clause 14.8 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

15. Personal/carer's leave and compassionate leave

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

16. Parental leave and related entitlements

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

17. Public holidays

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

17.1 Public holiday entitlements are provided for in the NES.

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

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

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

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

17.5 Part-day public holiday

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

18. Community service leave

Community service leave is provided for in the NES.

19. Termination of employment

19.1 Notice of termination is provided for in the NES.

19.2 Notice of termination by an employee

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

19.3 Job search entitlement

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

20. Redundancy

20.1 Redundancy pay is provided for in the NES.

20.2 Transfer to lower paid duties

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

20.3 Employee leaving during notice period

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

20.4 Job search entitlement

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

Part 7—Consultation and Dispute Resolution

21. Consultation

21.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

21.2 Consultation about changes to rosters or hours of work

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

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

22. Dispute resolution

- 22.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 22.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 22.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 22.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 22.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 22.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to ‘occupational health and safety’ changed to ‘work health and safety’. See [\[2017\] FWCFB 3433](#) at [382].

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

Schedule A—Classification Definitions

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

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

A.3 Coaching staff

A.3.1 Coach Grade 1

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

A.3.2 Coach Grade 2

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

A.3.3 Coach Grade 3

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

A.3.4 Coach Grade 4

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

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

A.4 Clerical and administrative staff

A.4.1 Grade 1

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

A.4.2 Grade 2

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

A.4.3 Grade 3

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

A.4.4 Grade 4

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

A.4.5 Grade 5

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

A.4.6 Grade 6

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

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Schedule B—Summary of Hourly Rates of Pay

Monetary amounts in this clause adjusted as a result of AWR 2017

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

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

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

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	100%	250%	150%
	\$	\$	\$
Coach Grade 1	\$24.17	\$60.43	\$36.26
Coach Grade 2	\$27.12	\$67.80	\$40.68
Coach Grade 3	\$32.59	\$81.48	\$48.89
Coach Grade 4	\$36.96	\$92.40	\$55.44

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

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	100%	250%	150%
	\$	\$	\$
Grade 1	\$19.84	\$49.60	\$29.76
Grade 2	\$20.50	\$51.25	\$30.75
Grade 3	\$21.29	\$53.23	\$31.94
Grade 4	\$22.18	\$55.45	\$33.27
Grade 5	\$23.24	\$58.10	\$34.86
Grade 6	\$24.36	\$60.90	\$36.54

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

	Monday to Sunday	
	First 2 hours	After 2 hours
	% of minimum hourly rate	
	150%	200%
	\$	\$
Grade 1	\$29.76	\$39.68
Grade 2	\$30.75	\$41.00
Grade 3	\$31.94	\$42.58
Grade 4	\$33.27	\$44.36
Grade 5	\$34.86	\$46.48
Grade 6	\$36.54	\$48.72

B.2 Casual adult employees

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

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	125%	275%	175%
	\$	\$	\$
Coach Grade 1	\$30.21	\$66.47	\$42.30
Coach Grade 2	\$33.90	\$74.58	\$47.46
Coach Grade 3	\$40.74	\$89.62	\$57.03
Coach Grade 4	\$46.20	\$101.64	\$64.68

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

	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	125%	275%	175%
	\$	\$	\$
Grade 1	\$24.80	\$54.56	\$34.72
Grade 2	\$25.63	\$56.38	\$35.88
Grade 3	\$26.61	\$58.55	\$37.26
Grade 4	\$27.73	\$61.00	\$38.82
Grade 5	\$29.05	\$63.91	\$40.67
Grade 6	\$30.45	\$66.99	\$42.63

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

C.1 The following expense related allowances will be payable to employees in accordance with clause 11:

Allowance	Clause	\$
Overtime meal allowances—clerical and administrative staff—overtime after 7.00 pm	11.2	13.96 per occasion
Vehicle allowance	11.3	0.78 per km

C.1.1 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule D—Supported Wage System

Monetary amounts in this clause adjusted as a result of [PR592689](#)

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$84** per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—National Training Wage

Schedule deleted in accordance with [PR593858](#)

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Schedule F—2016 Part-day Public Holidays

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

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

- F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

Schedule G—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

NCAS means the National Coaching Accreditation Scheme

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

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

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

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

standard rate means the minimum wage for Clerical and administrative staff—Grade 2 in clause 10.2(a)

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

Schedule H—Agreement to Take Annual Leave in Advance

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____