

The Sporting Organisations 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
1 March 2019	Incorporate changes resulting from PR598110	Schedule G
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606407 , PR606560 , PR606630	15, 17, Schedule B, Schedule D
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609404	19 (deleted)
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700614 , PR700682	11.6, 11.7
	Incorporates changes resulting from PR701683	Schedule G
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701485	6
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2017] FWCFB 3433	4.2, Schedule G (moved to clause 2)
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610246	5, 26, 27, 28, 29
	Administrative changes by Modern Awards team	10.3 (deleted), 16
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610114	16
	Exposure Draft	
2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6,16,27
	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	17
	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 , PR707038	30
	Re-structured in accordance with plain language award template and modified Table of Contents resulting from [2019] FWCFB 2698	1.4 (deleted), 4.4, 4.5, 10, 13, 14, 19, Schedule A, Schedule D

Exposure Draft—Sporting Organisations Award 20XX

Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707722 , PR707495 , PR709080	15.1, 15.2, 15.4, 17, Schedule B, Schedule C, Schedule D
Incorporating changes resulting from [2019] FWCFB 5144	24
Incorporating changes resulting from [2019] FWCFB 5145 (determination in draft form).	7, 25, Schedule G
Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—2, 9, 10, 11, 15, Part 5—, Part 6—, 23, Part 8—, 29, 30, Schedule E—National Training Wage (deleted), Schedule G—Definitions (moved to clause 2)
Incorporating changes resulting from [2019] FWCFB 5409	4.4, 4.5, 15

EXPOSURE DRAFT

Sporting Organisations Award 20XX

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 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Sporting 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 matter [AM2014/245](#). 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	6

Exposure Draft—Sporting Organisations Award 20XX

5.	Individual flexibility arrangements	7
6.	Requests for flexible working arrangements	9
7.	Facilitative provisions	10
Part 2— Types of Employment and Classifications		11
8.	Employment categories	11
9.	Full-time employees	11
10.	Part-time employees	11
11.	Casual employees	12
12.	Classifications	14
Part 3— Hours of Work		15
13.	Ordinary hours of work and rostering	15
14.	Breaks	15
Part 4— Wages and Allowances.....		16
15.	Minimum rates	16
16.	Payment of wages	18
17.	Allowances	19
18.	Superannuation	20
Part 5— Overtime.....		21
19.	Overtime	21
Part 6— Leave and Public Holidays		22
20.	Annual leave	22
21.	Personal/carer’s leave and compassionate leave.....	26
22.	Parental leave and related entitlements	26
23.	Community service leave	26
24.	Unpaid family and domestic violence leave	27
25.	Public holidays	27
Part 7— Consultation and Dispute Resolution.....		27
26.	Consultation about major workplace change.....	27
27.	Consultation about changes to rosters or hours of work	29
28.	Dispute resolution	29
Part 8— Termination of Employment and Redundancy		30
29.	Termination of employment	30
30.	Redundancy	31

Exposure Draft—Sporting Organisations Award 20XX

Schedule A —Classification Definitions 33

Schedule B —Summary of Hourly Rates of Pay 37

Schedule C —Summary of Monetary Allowances 40

Schedule D —Supported Wage System..... 41

Schedule E —Agreement to Take Annual Leave in Advance 44

Schedule F —Agreement to Cash Out Annual Leave..... 45

Schedule G —Part-day Public Holidays 46

DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.5 deleted in accordance with [2019] FWCFB 1333 at [35].

- 1.1 This award is the *Sporting Organisations 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 G—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:

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

Parties are asked to advise if they agree with the deletion below proposed by [Australian Sports Commission](#) in relation to coach accreditation schemes.

NCAS means the National Coaching Accreditation Scheme

Exposure Draft—Sporting Organisations Award 20XX

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#).

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 15.2(a)

State or Territory sporting organisation has the meaning given in clause 4.2

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

Clause 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

4.1 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.

4.2 **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).

4.3 Exclusions

This award does not cover:

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

Exposure Draft—Sporting Organisations Award 20XX

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

4.4 This award covers any employer which supplies labour on an on-hire basis in the [State or Territory sporting organisations](#) industry ~~set out in clause 4.1~~ 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~~ [Clause 4.4](#) operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for trainees engaged in the [State or Territory sporting organisations](#) industry and/or parts of industry ~~set out at clause 4.1~~ 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~~ [Clause 4.5](#) operates subject to the exclusions from coverage in this award.

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

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.

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

Exposure Draft—Sporting Organisations Award 20XX

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

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

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

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

6. Requests for flexible working arrangements

6.1 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 28—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50].

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:

Clause	Provision	Agreement between an employer and:
13.1(e)	Banking of rostered days off	An individual
19.4	Time off instead of payment for overtime	An individual

Clause	Provision	Agreement between an employer and:
20.7	Annual leave in advance	An individual
20.8	Cashing out of annual leave	An individual
25.2, 25.3	Substitution of public holidays	<u>An individual</u>
25.5	Payment for time worked on public holidays	An individual

Part 2—Types of Employment and Classifications

8. Employment categories

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

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

8.2 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.

9. Full-time employees

9.1 A full-time employee is engaged to work an average of 38 ordinary hours per week.

9.2 A full-time employee must be provided with a written statement setting out their:

- (a) classification;
- (b) relevant minimum wage; and
- (c) terms of engagement.

10. Part-time employees

10.1 A part-time employee is an employee who:

- (a) is engaged to work less than 38 ordinary hours per week;
- (b) has regular, reasonably predictable and continuous employment; and
- (c) 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.

Exposure Draft—Sporting Organisations Award 20XX

- 10.2** 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:
- (a) the hours worked each day, including the starting and finishing time; and
 - (b) which days of the week the employee will work.
- 10.3** A copy of the agreement specified in clause 10.2 must be provided to the employee.
- 10.4** The terms of engagement may be varied by consent. Changes to the agreed pattern of work may only be made by:
- (a) agreement in writing between the employee and employer; or
 - (b) at least ~~seven~~7 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.
- 10.5** An employer is required to roster a part-time employee in blocks of not less than ~~four~~4 hours on any day.
- 10.6** All hours worked in excess of the hours as mutually arranged will be overtime and paid for in accordance with clause 19—Overtime.

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 an employee who is engaged and paid as a casual employee.
- 11.2** 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.
- 11.3** For each hour worked, a casual employee must be paid:
- (a) the minimum hourly rate; and
 - (b) a loading of 25% of the minimum hourly rate,
- for the classification in which they are employed.
- 11.4** 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](#).
- 11.5** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 11.6** A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

11.7 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.7 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.7(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

Exposure Draft—Sporting Organisations Award 20XX

- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) 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 28—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.
- (k) 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 11.7, 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.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) 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.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.7.
- (o) Nothing in clause 11.7 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.
- (p) Nothing in clause 11.7 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.7 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.7 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.7(q).

12. Classifications

- 12.1** A description of the classifications under this award is set out in Schedule A—Classification Definitions.

12.2 For coaching and related staff classifications, see Schedule A.3.

12.3 For clerical and administrative staff classifications, see Schedule A.4

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 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~~5 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~~3 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~~4 days in each ~~five~~5 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~~5 rostered days off in any 12 month period.

13.2 Coaching staff

Ordinary hours for coaching staff are provided for in the [NES](#).

14. Breaks

An employee is entitled to an unpaid meal break of between 30 and 60 minutes, which will start no later than ~~five~~5 hours after the employee starts work.

Part 4—Wages and Allowances

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. Minimum rates

15.1 Coaching and related staff

(a) Adult employee ~~rates~~

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

Employee classification	Minimum annual rate	Minimum weekly rate ¹ (full-time employee)	Minimum hourly rate
	\$	\$	\$
Coach Grade 1	51,055	979.20	25.77
Coach Grade 2	57,289	1098.80	28.92
Coach Grade 3	68,847	1320.40	34.75
Coach Grade 4	78,063	1497.20	39.40

¹For the purposes of ascertaining the weekly ~~wage~~ rates for the Coaching and related staff classifications in ~~this~~ clause 15.1(a), the per annum rates were divided by 52.14 and rounded to the nearest \$0.10.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

(b) Junior employee ~~rates~~

(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 15.1(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.

15.2 Clerical and administrative staff

(a) Adult employee rates

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

Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Grade 1	803.80	21.15
Grade 2	830.60	21.86
Grade 3	862.50	22.70
Grade 4	898.40	23.64
Grade 5	941.30	24.77
Grade 6	986.90	25.97

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

(b) Junior employee rates

(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
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.

15.3 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.

15.4 National training wage

(a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

Exposure Draft—Sporting Organisations Award 20XX

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at ~~1 July 2018~~ 1 July 2019. 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*.

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 must be paid weekly or fortnightly, unless otherwise mutually agreed, up to a monthly maximum period.

16.2 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.

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:
- (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 – changes 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. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

17.2 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 **\$14.70** per meal.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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 17.7 will not apply if the employer provides accommodation and meals.~~

17.8 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 17.8 will not apply where the training is provided at the employer's expense.

18. Superannuation

18.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

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

18.3 Voluntary employee contributions

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

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount

Exposure Draft—Sporting Organisations Award 20XX

authorised under clauses 18.3(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

19. Overtime

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

19.1 Clause 19 only applies to Clerical and Administrative staff.

19.2 Definition of overtime

- (a) Overtime work is any work performed outside of ordinary hours, on any day or shift, as defined by clause 13—Ordinary hours of work and rostering.
- (b) In calculating overtime, each day's work stands alone.

19.3 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~~² hours and **200%** thereafter.

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

Exposure Draft—Sporting Organisations Award 20XX

EXAMPLE: By making an agreement under clause 19.4 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 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (c)~~ 19.4(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 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 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.

Part 6—Leave and Public Holidays

20. Annual leave

- 20.1** Annual leave is provided for in the [NES](#). ~~This eClause_20~~ contains additional provisions.

20.2 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

20.3 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 20.2.

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](#)).

20.4 Excessive leave accruals: general provision

NOTE: Clauses 20.4 to 20.6 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 20.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

20.5 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 20.4(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)~~[clause 20.5\(a\)](#):

Exposure Draft—Sporting Organisations Award 20XX

- (i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.6 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) clause~~ 20.5(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 20.5(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~~ 20.5(d) may result in the direction ceasing to have effect. See clause 20.5(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.

20.6 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 20.4(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.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 20.6(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 20.5(a) that, when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.6 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~~ 20.6(a) must not:
 - (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.6

Exposure Draft—Sporting Organisations Award 20XX

or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause 20.6(a)~~ more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause 20.6(a)~~.

20.7 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 20.7 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 20.7 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 20.7, 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.

20.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.8.

Exposure Draft—Sporting Organisations 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 20.8 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 20.8 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 20.8 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 20.8.

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 20.8.

NOTE 3: An example of the type of agreement required by clause 20.8 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

21. Personal/carer's leave and compassionate leave

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

22. Parental leave and related entitlements

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

23. Community service leave

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

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

Clause 24 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.

25. **Public holidays**

Clause 25 amended in accordance with [2019] FWCFB 5145 at [50] (determination in draft form).

25.1 Public holiday entitlements are provided for in the NES.

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

25.3 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.

~~25.3~~25.4 For all time worked on a public holiday or substituted day, an employee must be paid at **250%** of the minimum hourly rate.

~~25.4~~25.5 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.

~~25.5~~25.6 **Part-day public holiday**

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

Part 7—Consultation and Dispute Resolution

26. **Consultation about major workplace change**

26.1 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—Sporting Organisations 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.

26.2 For the purposes of the discussion under clause 26.1(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.

26.3 Clause 26.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

26.4 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 26.1(b).

26.5 In clause 26 **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.

26.6 Where this award makes provision for alteration of any of the matters defined at clause 26.5, such alteration is taken not to have significant effect.

27. Consultation about changes to rosters or hours of work

- 27.1** Clause 27 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.
- 27.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 27.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 27.2 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.
- 27.4** The employer must consider any views given under clause 27.3(b).
- 27.5** Clause 27 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

28. Dispute resolution

- 28.1** Clause 28 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 28.2** 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.
- 28.3** If the dispute is not resolved through discussion as mentioned in clause 28.2, 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.
- 28.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 28.2 and 28.3, a party to the dispute may refer it to the Fair Work Commission.
- 28.5** 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.
- 28.6** 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.
- 28.7** 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 28.

- 28.8** While procedures are being followed under clause 28 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.
- 28.9** Clause 28.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

29. Termination of employment

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

29.1 Notice of termination by an employee

- (a) Clause 29.1 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 29.1(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 29.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 29.1(b), then no deduction can be made under clause 29.1(d).
- (f) Any deduction made under clause 29.1(d) must not be unreasonable in the circumstances.

29.2 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 29.2 is to be taken at times that are convenient to the employee after consultation with the employer.

30. Redundancy

Clause 30 amended in accordance with [\[2019\] FWCFCB 2548](#) at [6] and [PR707038](#).

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

30.1 Transfer to lower paid duties on redundancy

- (a) Clause 30.1 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 30.1(c).
- (c) If the employer acts as mentioned in clause 30.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

30.2 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 30 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.

30.3 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 30.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 30.3(b).

(d) An employee who fails to produce proof when required under clause 30.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 29.2.

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

Parties are asked to advise if they agree with the change below proposed by [Australian Sports Commission](#) in relation to coach accreditation schemes.

- (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 above the entry level accreditation for the relevant National Sporting Organisation (NSO) and a minimum of ~~two~~ 2 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

Parties are asked to advise if they agree with the change below proposed by [Australian Sports Commission](#) in relation to coach accreditation schemes.

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.

- (a) 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.
- (b) 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 (NSO) 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.

Exposure Draft—Sporting Organisations Award 20XX

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.

Schedule B—Summary of Hourly Rates of Pay

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.~~

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

Employee classification	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	100%	250%	150%
	\$	\$	\$
Coach Grade 1	25.77	64.43	38.66
Coach Grade 2	28.92	72.30	43.38
Coach Grade 3	34.75	86.88	52.13
Coach Grade 4	39.40	98.50	59.10

Commented [FWC1]: Minimum annual rate in cl 15.1 ÷ 52.14 ÷ 38

Commented [FWC2]: Relevant percentage in cl 25.3–25.4

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

Employee classification	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	100%	250%	150%
	\$	\$	\$
Grade 1	21.15	52.88	31.73
Grade 2	21.86	54.65	32.79
Grade 3	22.70	56.75	34.05
Grade 4	23.64	59.10	35.46
Grade 5	24.77	61.93	37.16
Grade 6	25.97	64.93	38.96

Commented [FWC3]: Minimum weekly rate in cl 15.2 ÷ 38

Commented [FWC4]: Relevant percentage in cl 25.3–25.4

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

Employee classification	Monday to Sunday	
	First 2 hours	After 2 hours
	% of minimum hourly rate	
	150%	200%
	\$	\$
Grade 1	31.73	42.30
Grade 2	32.79	43.72
Grade 3	34.05	45.40
Grade 4	35.46	47.28
Grade 5	37.16	49.54
Grade 6	38.96	51.94

Commented [FWC5]: Minimum weekly rate in cl 15.2 ÷ 38

Commented [FWC6]: Relevant percentage in cl 19.3

B.2 Casual adult employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

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

Employee classification	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	125%	275%	175%
	\$	\$	\$
Coach Grade 1	32.21	70.87	45.10
Coach Grade 2	36.15	79.53	50.61
Coach Grade 3	43.44	95.56	60.81
Coach Grade 4	49.25	108.35	68.95

Commented [FWC7]: Minimum annual rate in cl 15.1 ÷ 52.14 ÷ 38

Commented [FWC8]: Minimum hourly rate + 25% casual loading in cl 11.3

Commented [FWC9]: Relevant percentage in cl 25.3–25.4 + 25% casual loading in cl. 11.3

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

Employee classification	Ordinary hours	Public holiday – not given extra day	Public holiday – given extra day
	% of minimum hourly rate		
	125%	275%	175%
	\$	\$	\$
Grade 1	26.44	58.16	37.01
Grade 2	27.33	60.12	38.26
Grade 3	28.38	62.43	39.73
Grade 4	29.55	65.01	41.37
Grade 5	30.96	68.12	43.35
Grade 6	32.46	71.42	45.45

Commented [FWC10]: Minimum weekly rate in cl 15.2 ÷ 38

Commented [FWC11]: Minimum hourly rate + 25% casual loading in cl 11.3

Commented [FWC12]: Relevant percentage in cl 25.3–25.4 + 25% casual loading in cl. 11.3

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Schedule C—Summary of Monetary Allowances

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

C.1 The following expense-related allowances will be payable to employees in accordance with clause 17—Allowances:

Allowance	Clause	\$	Payable
Overtime meal allowances—clerical and administrative staff—overtime after 7.00 pm	17.2	14.70 per occasion	per occasion <u>per occasion</u>
Vehicle allowance	17.3	0.78 per km	per km <u>per km</u>

C.2 Adjustment of expense-related allowances

C.2.1 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.

C.2.2 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 adjusted as a result of AWR 2019 – changes not tracked

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:

Exposure Draft—Sporting Organisations Award 20XX

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 \$87 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 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.

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 SWS.

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 \$87 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—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 F—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 G—Part-day Public Holidays

Schedule G amended in accordance with [2019] FWCFB 5145 at [52] ([determination](#) in draft form).

- G.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- G.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 G.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 G.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.

G.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.

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

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