

6<sup>th</sup> May 2019

# AM2014/257 Architects Award 2010

## Written Submissions on substantive claims

Justice Ross  
President  
Deputy President Gostencnik  
Fair Work Commission  
PO Box 1994  
Melbourne 3001

Dear Justice Ross & Deputy President Gostencnik

RE: AM2014/257 Architects Award 2010 and substantive claims and written submission  
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We write on behalf of the Association of Consulting Architects Australia a registered organisation of employers under the *Fair Work Act 2009 (cth)* and make the following comments in regards to the Architects Award 2010.

**We seek the following insertion at clause 2 Definitions**

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

**The submission behind the definition and classification.**

1. The current classifications in the Architects Award 2010 only cover students of Architecture, graduates of Architecture and Registered Architect.
2. To fit into the category of a student of Architecture a person must be enrolled at a university in a recognised course.
3. To fit into the category of a graduate of Architecture a person must have completed a bachelor degree and a master of Architecture, which is the Approved Qualification under the eligibility requirements for admission to the Architectural Practice Examination (APE) for registration as an Architect under Australian legislation
4. To fit into the category of a Registered Architect you need to be registered as an architect under any Australian legislation.
5. All the Australian qualifications accredited for the purpose of entry to the Architectural Practice Examination are listed in the table below.

**Currently Accredited Australian Qualifications**

Tertiary Education Provider	Qualification	Previous Qualification
<b>ACT</b>		
University of Canberra	M Arch 913AA	B Arch
<b>NSW</b>		
University of Sydney	M Arch MAARCHIT-02	B Arch MAARCHIT2000
University of New South Wales	M Arch 8143	B Arch
University of Technology,	M Arch C04235	B Arch;

Sydney		Advanced Dip in Arch (NSWIT)
University of Newcastle	M Arch 12060	B Arch
<b>QLD</b>		
QLD Bond University	M Arch SD-93017or SD-94007	
The University of Queensland	M Arch 5429	B Arch (M Arch Studies, General Practice Stream – 1997)
Queensland University of Technology	M Arch DE80	M Arch AR49; B Arch; (Grad Dip Arch): Dip Arch)
Griffith University	M Arch 5558	
<b>SA</b>		
University of Adelaide	M Arch 3CM015	B Arch; (Dipi Tech [Arch])
University of South Australia	M Arch DMAE	B Arch; (Dipi Tech [Arch])
<b>TAS</b>		
University of Tasmania	M Arch D7C	B Arch; (Grad Dip Arch) (Dip Arch)
<b>VIC</b>		
Royal Melbourne Institute of Technology	M Arch MC163	B Arch; (assoc & Fellowship Dips in Arch)
Deakin University	M Arch S700 M Arch (DM) S701 / S711	
University of Melbourne	M Arch MC-ARCH	A05-DA or MC-ARCH2Y; M Arch A05-DB or MC-ARCH3Y M Arch – Option C (052)*; BArch. (*Students who have completed the 150 M Arch are advised to

		contact the Faculty of Architecture, Building & Planning to ascertain whether they meet the requirements for Option C)
Monash University	F6001 (from 2016)	M Arch 3120 (until 2015)
<b>WA</b>		
University of Western Australia	M Arch 25520	
Curtin University	M Arch MC-ARCH	MC-ARCH 310460 B-ARCH; (assoc in Arch)
Curtin University delivered online through Open Universities Australia	M-Arch OM-ARCH (from Nov 2018)	

6. In Australia, the accredited qualification is normally the Master of Architecture degree. Bachelor-level degrees are not accredited. In practice, most students first complete the university's designated pathway qualification at Bachelor level. This qualification is specifically intended to dovetail with the Master of Architecture and to expose students progressively to the required concepts and skills. Universities may accept students into the Master of Architecture from a variety of pathway degrees.
7. Currently Bachelor programs in architecture are not accredited. The Master of Architecture is the program accredited for the purpose of registration by the Architect Registration Boards in Australia and New Zealand. Pre-professional degrees (eg. Bachelor degrees) or other preparatory programs that may serve as a pre-requisite for admission to a professional degree program are not accredited. Students with a successful performance in a relevant pathway bachelor degree are generally guaranteed admission to the accredited Master's program, while students with other suitable degrees are admitted on a case-by-case basis. It is up to each University to establish their own entry requirements and assessment processes to

ensure that students entering their Masters programs have demonstrated prior achievement of necessary competencies.

8. We seek to insert the additional classification into the award as it is not currently covered and is evidenced in the above points.
9. The Association of Consulting Architects gets around 15 to 20 calls each year asking about this exact issue and that is I have an employee who has completed a Bachelor degree that either wants to take a year away from study or does not wish to study any further.
10. Currently we use the guidelines of the Manufacturing and Associated Industries and Occupations award. This award covers draughting employees in Architectural Practices.
11. The process as described above is a 3 step process leading to a Master Of Architecture but missing the fundamental step and classification in the process as described below.
12. This should be a 4 step process, which is:
  - Student of Architecture (currently enrolled in a university or recognised course.
  - Completed Bachelors degree allow them to apply for enrolment in an approved Master of Architecture. (currently not enrolled in a university or a recognised course.)
  - Graduate of Architecture. (Completed the Bachelor Degree and Master of Architecture)
  - Registered Architect. (Completed the Bachelor Degree and Master of Architecture and the Architectural Practice examination)
13. As described above we have been using the Manufacturing and Associated Industries and Occupations classification of a C5.

Our rates are based on the percentage classifications of the Manufacturing and Associated Industries and Occupations Award and the rates of pay are derived from the Graduate of Architecture entry level rate.

**A Completed Bachelor Degree with a pathway to a Master of Architecture rates of pay.**

<b>Years of Experience</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Minimum hourly rate</b>
0 (77%)	\$39 286	\$753.10	\$19.82
1 (85%)	\$43 367	\$831.30	\$21.87
2 (96%)	\$48 979	\$938.90	\$24.71
<b>3 (100%)</b>	<b>\$51 020</b>	<b>\$978.00</b>	<b>\$25.74</b>

**Student of Architecture Rates of Pay**

To be inserted in the current award document as hourly rates are currently not displayed

	<b>New hourly rate</b>	<b>Annual rate</b>
Less than 3 years of experience	\$18.93	\$37 518
3rd year of experience 75%	\$19.30	\$38 265
4th year of experience 85%	\$21.88	\$43 367
5th year of experience 90%	\$23.16	\$45 918
6th year of experience 95%	\$24.45	\$48 469

14. We also seek the above rates at point 13 inserted into the modern award at clause 15 .1.

**13.2 Time off instead of payment for overtime of exposure draft now re numbered 19.3 we seek the following amended clause.**

19.3 Time off instead of payment for overtime

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 19 an employee who worked 2 overtime hours at the rate of time for time and is entitled to 2 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 19.3, but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in 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 19.3 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 19.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.3.

**The submission behind the Time off instead of payment for overtime.**

1. On the 13<sup>th</sup> May 2016 in an exposure draft <sup>1</sup> document issued by the Fair Work Commission the parties were asked the following:

13.1 An employer must compensate an employee for all time worked in excess of normal hours of duty by:

**Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?**

2. On 30<sup>th</sup> June 2016 in response to the exposure draft <sup>2</sup> the following information was provided:

**Clause 13.1 (a) time off in lieu has always been at hour for hour.** We would seek clause 13.1(a) to read granting time off instead of payment at hour for hour or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b).

3. In reply to our submission on the 2<sup>nd</sup> August 2016 <sup>3</sup> the Union advised they wished to adopt the provisions of FWCFB 4579 <sup>4</sup>, the Architects Award was not listed as part of this decision, but we would support that inclusion as all awards listed had TOIL at ordinary time.

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<sup>1</sup> Exposure Draft

<sup>2</sup> Reply to exposure draft

<sup>3</sup> Reply 02 Aug 2016

<sup>4</sup> FWCFB 4579



4. On the 30<sup>th</sup> November 2016 <sup>5</sup> a summary of submissions Technical and Drafting was issues by the Fair Work Commission and this noted our submission for TOIL was at time for time.
5. A full bench hearing <sup>6</sup> on the 6<sup>th</sup> December 2016 at 11am via Video Conference again we submitted that this issue of time in lieu was a substantive matter.
6. Revised summary of Submissions Technical and Drafting <sup>7</sup> was issued by the Fair Work Commission on the 5<sup>th</sup> January 2017 and again at 13.1 the following is from the document issued:

Time off instead of payment In response to question asked by the Commission:  
Seeks to alter clause to say “hour for hour”  
May become a substantive issue. See Transcript–6Dec16

7. Exposure Draft issued on 6<sup>th</sup> January 2017 <sup>8</sup> contained the following:

13.1 An employer must compensate an employee for all time worked in excess of normal hours of duty by: (a) granting time off instead of payment or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b);

**Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?**

(b) payment for such excess hours at the rate of 150% of the minimum hourly rate;

8. In a revised Summary of Technical and Drafting <sup>9</sup> issues in a document issued by the Fair Work Commission on the 20<sup>th</sup> November 2017 this matter was still listed as an outstanding issue and classed as a substantive claim.
9. At FWCFB 1548 <sup>10</sup> issues on 21<sup>st</sup> March 2018 the Full bench at 203 noted the following:

**[203]** Item 2, which relates to time off instead of payment for overtime, was the subject of discussion at the hearing and APESMA noted that this may become a substantive issue. 119Accordingly, we will not deal with the time off instead of

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<sup>5</sup> Summary of Submissions

<sup>6</sup> Full bench hearing

<sup>7</sup> Revised Summary

<sup>8</sup> Exposure Draft

<sup>9</sup> Further revision

<sup>10</sup> Full bench decision

payment for overtime issue further in this decision. APESMA, or any other interested party, are to confirm whether this matter will be pursued as a substantive variation, see the Next Steps below.

10. The following dates in 2018 <sup>11</sup> support our continued support of the TOIL provisions at hour for hour 19<sup>th</sup> April 2018, 20<sup>th</sup> August 2018.
11. TOIL since the inception of Award back in 1998 has always been interpreted as time for time, that is 1 hour worked of over time for 1 hour time of in lieu.
12. The Tasmanian NAPSA Architects award <sup>12</sup> based of the Architects Award contained the following provisions prior to the Introduction of Modern Awards.

### Overtime

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half.
- (b) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

(i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

**(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award)**

13. The previous Federal Award we believe whilst silent on the words as used above in the Tasmanian Award it was still clear that TOIL was taken at time for time.
14. At clause **20.1.1** granting time off in lieu or by payment for such excess time within six months of it accruing. Payment for such excess time shall be in accord with 20.1.2;
15. The clause emphasises that payment made should TOIL not be taken is time and one half, there is no definition as to what TOIL is.

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<sup>11</sup> Further support documentation

<sup>12</sup> Tasmanian Architects Private Sector Award NAPSA

16. There has been ongoing custom and practice in the Industry to ensure TOIL was time for time when taken.

17. Other professional services awards have TOIL as time for time.

Pharmaceutical Industry Award  
Banking Finance & Insurance Award  
Business Equipment Award  
Commercial Sales Award  
Educational Services (post-secondary)  
Funeral Industry  
Health Professionals and support services  
Legal Services  
Market and Social Research

18. Other professional awards that a silent on the issue:

Professional Employees Award  
Higher Education Academic Staff

19. In the decision FWCFB 2602<sup>13</sup> the full bench made a statement that the Architects Award contained and overtime provision for TOIL, then go to say at attachment E of that decision that award is actually silent on the matter.

20. As the matter was silent on payment and the question has been asked as part of the award review provision the clause that should have been adopted was the modern TOIL clause.

21. The other 21 awards listed in the decision were clear on the provision that TOIL was at overtime rates.

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<sup>13</sup> FWC Decision 2602

**15.4 Equipment and special clothing now clause 16.3 we seek to insert the following amended clause:**

16.3 (a) Where the employer requires an employee to provide relevant technical equipment or special clothing, the employer must reimburse the employee for the costs of purchasing such equipment.

(b) On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing.

(c) The provisions of clause 16.4(a) and (b) do not apply where the employer supplies such equipment and special clothing without cost to the employee.

**The submission behind the Equipment and Special Clothing changes**

1. The previous clause is outdated.
2. Drawing board, paraline or drafting machine, paper, pencils, leads, colours, inks and wearable parts of pen and pencils, are listed as equipment issued.
3. Currently none of these items with the exception of paper are used or required in a practice.
4. As technology has advanced is more prevalent to provide technical equipment and all practices currently provide this.
5. A reading of the current clause would allow practices to ask all employees to buy I Pads for example, and the cost being borne by the employer.
6. Currently all of our membership provides employees with relevant technical equipment and the appropriate software programs to name a few.
7. We see the change as modernising the award and allowing a safety net for employees and ensuring employers are aware of their responsibilities.

**At Clause 16.4 now 18 .4 Superannuation we would seek the following amended clause.**

**18.4 Superannuation fund**

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

- a) Construction and Building Industry Super (Cbus)
- b) Prime Super;
- c) Tasplan;
- d) Statewide Superannuation Pty Ltd;
- 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 scheme; or
- f) a superannuation fund or scheme which the employee is a defined benefit member of.

**The submission behind the Superannuation inclusion of Cbus.**

1. Architectural Practices are part of the Construction Industry.
2. Design is a necessary precursor to construction.
3. Architectural Practices work with people on construction based awards .
4. The following awards which have a connection to the construction Industry have Cbus listed as suitable Superannuation Fund.
  - Building Construction and General Onsite award
  - Concrete Products Award
  - Electrical, Electronic and Communication Award
  - Joinery & Building Trades Award
  - Manufacturing and Associated Industries and Occupations Award

5. The Manufacturing and associated Industries and Occupations Award is used in all Architectural Practices that employ draughtspersons.

**At Clause 25 Termination of employment now clause 12 we would seek the following amended clause:**

12.1 Notice of termination is provided for in the NES.

Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.

Provided that the period of notice to be given to or by an employee with up to 6 months continuous service (or 12 months continuous service if the employer is a small business employer as defined in s.23 of the Act) with a particular employer shall not be less than 1 week or the amount of payment to be made by either party shall be an amount equal to 1 weeks salary.

**The submission behind the change to the termination clause.**

1. The following awards had this clause "Employment shall be terminated by one month's notice by either party, or by the payment by either party of an amount equal to a month's salary, as the case may be.

Provided always that:

The period of notice to be given to or by an employee with up to six months' continuous service with a particular employer shall not be less than two weeks or the amount of payment to be made by either party shall be an amount equal to two weeks salary."

2. Architects Interim Award Vic 1994 <sup>14</sup>
3. Technical Services Architects Award 2000 <sup>15</sup>
4. Architects Private Sector Award (Tasmania) <sup>16</sup>
5. At the times of the above awards there was not any National Employment Standards (NES).
6. Termination as per the NES is:

Period of continuous service	Minimum Notice Period
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<sup>14</sup> Interim Award 1994

<sup>15</sup> Technical Services Architects Award 2000

<sup>16</sup> Architects Private Sector Award

1 year or less	1 week
More than 1 year and less than 3 years	2 weeks
More than 3 year and less than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years who have completed at least two years of service when they receive notice are given an additional week of notice.

7. The current Architects Award clause is: Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.
8. The above provision is currently 3 weeks and 2 days more than the NES and 2 weeks more than the previous awards.
9. Based on the 2018 turnover rate of 18% in survey conducted by Australian Human Resources Institute we have used 18% to highlight costs to business in regards to termination of employment during the qualifying period.
10. A small business of 14 staff would have a turnover of 2.52 staff members in a 12 month period.
11. We have used the 1<sup>st</sup> year Graduate of Architecture Rate to highlight the cost on the employers which is \$25.74 per hour.
12. Under the NES the notice of 1 week would be \$25.74 X 38 hours = \$978.10, Currently an employer has to pay 1 month's salary which is \$51 020/12 = \$4252.00, which is an extra \$3273.90.
13. At 10 we described the turn over figure of 2.52 staff members multiply the extra \$3273.90 notice that is required to pay and it leaves a small business out of pocket some \$8250.20.
14. A large business of 75 staff would have a turnover of 13.5 staff members in a 12 month period.
15. Under the NES the notice of 1 week would be \$25.74 X 38 hours = \$978.10, Currently an employer has to pay 1 month's salary which is \$51 020/12 = \$4252.00, which is an extra \$3273.90.



16. At 14 we described the turn over figure of 13.5 staff members multiply the extra \$3273.90 notice that is required to pay and it leaves a large business out of pocket some \$44 198 extra per annum.
17. The extra income generated from lowering the notice period during the qualifying period in a medium sized business could in fact contribute for the creation of another position.
18. Further confusion to the notice period has just been confirmed by a determination handed down by the Full Bench effective 03 May 2019.
19. The determination at clause 13.2 lists the notice period as the following:
  - 13.2 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 s.117(3) of the [Act](#).
    - (b) The employee is entitled to receive the benefits and payments they would have received under clause 13 or under ss.119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
20. The above clause could effectively be read as redundancy termination notice is as per the National Employment Standards and Termination of employment is as per clause 12.1 1 months' notice.

In response to the AACA's proposal re competency we would also like to add the following as we believe it has been omitted from their proposal.

- a) Consideration of design attributes and ability to prepare drawings which communicate a scheme design
- b) Exploration of and explanation of construction techniques and details suitable to a design
- c) Preparation of drawings to explain how a project should be assembled
- d) Engagement with manufacturer's material systems instructions and guidelines
- e) Consideration of material characteristics with regard to the design, durability and aesthetic qualities of environmental considerations.



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INDUSTRIAL RELATIONS WORK FOR YOUR BUSINESS

Should you require any further information please do not hesitate to contact Michael Corrigan on [Michael@platinumer.com.au](mailto:Michael@platinumer.com.au) or 0400 553 644.

Yours faithfully

A handwritten signature in black ink, appearing to read "Michael Corrigan".

MICHAEL CORRIGAN  
General Manager  
Human Resources and Industrial Relations

# AM2014/257 Architects Award 2010

## Appendix 1

### 13. Overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

Parties are asked whether the wording in clause 13 “in excess of normal hours” should be amended to read “in excess of or outside the spread of ordinary hours” to make it clear that overtime is also payable when worked outside the spread of hours?

**13.1** An employer must compensate an employee for all time worked in excess of normal hours of duty by:

- (a) granting time off instead of payment or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b);

Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?

- (b) payment for such excess hours at the rate of **150%** of the minimum hourly rate; or
- (c) by other agreed arrangements as long as the arrangement is not entered into for the purpose of avoiding award obligations, does not result in unfairness to the employee and is recorded in accordance with clause 13.2.

**13.2** Agreements under clause 13 must be recorded in writing and kept as part of the time and wages records.

## Part 4—Minimum Wages and Related Matters

### 14. Minimum wages

#### 14.1 Minimum wages

The minimum wages payable for employment in the occupation of an architect or upon work of a kind which would normally be performed by an architect must be:

Classification		Minimum annual rate	Minimum hourly rate
		\$	\$
<b>Level 1</b>	<b>Graduate of Architecture</b>		
	Entry	46,602	23.51
	1st pay point	49,065	24.75
	2nd pay point	51,528	25.99
<b>Level 2(a)</b>	<b>Experienced Graduate of Architecture</b>	53,877	27.18

# AM2014/257 Architects Award 2010

## Appendix 2

30<sup>th</sup> June 2016

## AM2014/257 Architects Award 2010 13 May 2016 Exposure Draft

Justice Ross  
President  
Fair Work Commission  
PO Box 1994  
Melbourne 3001

Dear Justice Ross

RE: AM2014/257 Architects Award 2010 Exposure Draft.

We write on behalf of the Association of Consulting Architects Australia a registered organisation of employers under the *Fair Work Act 2009 (cth)* and make the following submissions in regards to the exposure draft.

**At Clause 16.3 we would seek to insert the following amended clause**

### **16.3 Equipment and special clothing allowance**

**(a)** Where the employer requires an employee to provide relevant technical equipment or special clothing, the employer must reimburse the employee for the costs of purchasing such equipment. On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing.

**(b)** The provisions of clause [16.3\(a\)](#) must not apply where the employer supplies such equipment and special clothing without cost to the employee.

**At Clause 16.4 we would seek to insert the following amended clause:**

**16.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Construction and Building Industry Super (Cbus)
- (b) Prime Super;
- (a) Tasplan;
- (b) Statewide Superannuation Pty Ltd;
- (c) 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 scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Submission as to why this being sought:

Construction and Building Industry Super (Cbus) is being inserted due to the relevance of the fund in regards to the construction industry and Architects are at the start of the construction industry in the design phase and we have found a lot of our member's have employees belonging to the fund. Please see the attached form F46 application to vary award.

**At Clause 25.1 we would seek the following amended clause:**

25.1 Notice of termination is provided for in the NES.

We seek to delete:

***Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.***

Submission as to why this being sought:

The award modernisation process is set to bring a standardised set of terms and conditions across the workplace and the Notice Period differs significantly from the National Employment Standards.

Most Architectural Practices are multi disciplinary in which they employ, besides Architects, Draughting Persons (Manufacturing and Associated Industries and Occupations Award), Clerical Employees (Clerks Private Sector Award) both these awards have the notice period as a standard and that being the NES termination provisions. There are large practices that employ from the Graphic Arts Award and Miscellaneous Award along with the awards listed in the previous sentence.

There is significant cost on a small business in regards to termination of an Architect as in theory a person could be appointed on a Monday as a full time employee and be terminated the following week, month or 3 months and the significant cost is 1 month's wages, which prior to 01 July 2016 increase is \$3883.50. The NES provision impact would only be \$893.38.

The Exposure Draft Document contained various questions in various clauses and we would provide those responses below:

Clause 10.3 we would seek by the week be changed to "as a full time or part time employee"

Clause 13 we would seek be changed to "in excess of the normal hours or outside the spread of ordinary hours".

Clause 13.1 (a) time off in lieu has always been at hour for hour. We would seek clause 13.1(a) to read granting time off instead of payment at hour for hour or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b).

Clause 14 We support the inclusion of weekly rates.

We are also aware of provisions that may be affected by decisions of the Fair Work Commission which include:

Clause 9 Part time employment AM2014/196





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Clause 10 Casual employment AM2014/197

Clause 13 Overtime AM2014/300

Clause 17 Annual leave AM2014/47

Schedule D Part day public holidays AM2014/301

Should you require any further information please do not hesitate to contact Michael Corrigan on [Michael@platinumer.com.au](mailto:Michael@platinumer.com.au) or 0400553644.

Yours faithfully

A handwritten signature in black ink, appearing to read "Michael Corrigan", is displayed on a light grey rectangular background.

MICHAEL CORRIGAN  
General Manager  
Human Resources and Industrial Relations

---

GOLD COAST HEAD OFFICE

TOWNSVILLE

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Platinum Employee Relations A.B.N. 63 168 066 144

Fax: 1300 766 520

## Form F46 Application to vary a modern award

Fair Work Act 2009, ss.157–160

FAIR WORK COMMISSION

Commission use only

Commission Matter No.:

### Applicant

<b>Name:</b>	Association of Consulting Architects Australia		
<b>Address:</b>	Box 17 Flinders Lane Post Office		
<b>Suburb:</b>	Melbourne	<b>State:</b> Vic	<b>Postcode:</b> 8009
If the Applicant is a company or organisation:			
<b>Contact person:</b>	Michelle Eades	<b>ABN:</b>	
Contact details for the Applicant or contact person (if one is specified):			
<b>Telephone:</b>	1 300 653 026	<b>Mobile:</b>	
<b>Fax:</b>		<b>Email:</b>	nat@aca.org.au

### Applicant's representative (if any)

<b>Name:</b>	Platinum ER Pty Ltd		
		<b>ABN:</b> [If applicable]	
<b>Address:</b>	PO Box 814		
<b>Suburb:</b>	Broadbeach	<b>State:</b> QLD	<b>Postcode:</b> 4218
<b>Contact person:</b>	Michael Corrigan		
<b>Telephone:</b>	1 300 571 090	<b>Mobile:</b>	0400 553 644
<b>Fax:</b>	1 300 766 520	<b>Email:</b>	michael@platinumer.com.au

1. **What is the name of the modern award to which the application relates?**  
Architects Award 2010 MA 000079

2. **What is the industry of the employer?**  
Architecture

3. **Variation(s) sought:**

Vary clause 16.4 to include Cbus superannuation fund

**At Clause 16.4 we would seek to insert the following amended clause:**

#### Superannuation fund


Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions

provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Construction and Building Industry Super (Cbus)
- (b) Prime Super;
- (a) Tasplan;
- (b) Statewide Superannuation Pty Ltd;
- (c) 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 scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

**4. Grounds:**

1. United Super Pty Ltd is registered Super Fund under My Super and has an ABN 75 493 363 262.
2. United Super Fund is known as Construction & Building Unions Superannuation and is a Public Offer Super fund.
3. The My Super fund name is Growth (Cbus MySuper) and its unique identifier code is 75 493 363 262 473.
4. The business of Architecture is covered by the Construction Industry.
5. Construction and Building Industry Super (Cbus) is being inserted due to the relevance of the fund in regards to the construction industry and Architects are at the start of the construction industry in the design phase and we have found a lot of our member's have employees belonging to the fund

<b>Date:</b>	30 <sup>th</sup> June 2016
<b>Signature:</b>	
<b>Name:</b>	Michael Corrigan
<b>Capacity/Position:</b>	Applicants Respondent

**Service requirements**

The Applicant must seek directions from the Commission as to service of this application.

# AM2014/257 Architects Award 2010

## Appendix 3

*FAIR WORK COMMISSION*

**4 Yearly Review of Modern Awards**

**Matter No: AM2014/257**

**Architects Award 2010**

**Submission by the Association of Professional Engineers, Scientists and Managers, Australia in response to the Exposure Draft**

**INTRODUCTION**

1. This submission by the Association of Professional Engineers, Scientists and Managers Australia (APESMA) is made in response to the exposure draft released by the Fair Work Commission (FWC) for the *Architects Award 2010* (the Award), and in accordance with the Statement issued by Justice Ross on 8 December 2014<sup>1</sup>.
2. We note that in this Statement Justice Ross indicates that these exposure drafts are not intended to incorporate any substantive changes or to amend any entitlements under the current modern awards nor that they represent the concluded view of the Commission.
3. In correspondence forwarded to the Fair Work Commission on Friday 29<sup>th</sup> July 2016 the Association advised that it had been unable to meet the 21<sup>st</sup> July 2016 deadline for the filing submissions and sought an extension of time in order to do so.

**COMMENTS ON SPECIFIC PROVISIONS IN EXPOSURE DRAFTS**

**Clause 10 – Casual employment**

4. 10.3 The alternative of including *“as a full – time or part-time employee”* in place of *“deemed to be employed by the week”* would allow for greater clarity of the entitlement and accordingly is supported.

---

<sup>1</sup> [2014] FWC 8837

### **Clause 13 – Overtime**

5. Sub-clause 13.1(a)

There are 2 issues.

#### Compensation for work performed outside the spread of hours

13.1 If to “*compensate an employee for all time worked in excess of normal hours*” does not include work “*outside the spread of ordinary hours*” then the utility of Clause 12.1 in Clause 12 – Hours of Work would be called into question. There would be very few if any clauses in modern awards defining the spread of hours which do not provide for compensation for work outside the spread of hours. Accordingly, in order to clarify this entitlement APESMA supports a variation to Clause 13 to provide for “*in excess of ordinary hours or outside the spread of ordinary hours*”.

#### Time off in lieu

In respect of whether time off in lieu is on “*an hour off for an hour basis*” or in accordance with penalty rates being 1.5 hours off for each hour worked” APESMA submits that the model clause as set out in Attachment A to the Decision in the Award flexibility case [2016] FWCFB 4579 should be inserted into the Architects Award.

### **Clause 14.1 – Minimum Wages**

6. APESMA would support the inclusion of weekly rates to assist employees covered by the Award to understand more easily what they are paid.
7. In addition to the abovementioned matters the Association notes the Decisions of the Fair Work Commission in respect of Part-time employment, Casual employment, Overtime, Annual Leave and Part-day public holidays.

## **COMMENTS ON OTHER SUBMISSIONS**

### Association of Consulting Architects Australia – Platinum Employee Relations

#### **Clause 15.4 – Equipment and special clothing allowance.**

8. The exposure draft essentially re-writes the former Clause 16.3 but preserves the content. The Employer proposal seeks to substantively alter the clause by removing the list of items for which the employer must reimburse the employee. APESMA’s concerns are two- fold.

Firstly, the removal of the specified items will inevitably result in disputation regarding the specific items which must be reimbursed. Secondly the Association is therefore of the view that this proposal is a substantive variation and should be dealt with in that manner.

#### **Clause 16 – Superannuation**

9. APESMA supports a variation to Clause 16 to include Construction and Building Industry Super (Cbus) but questions whether it should be considered as part of proceedings related to the exposure draft.

#### **Clause 25.1 – Termination of employment**

10. The proposal to delete the existing entitlement is a substantive variation and APESMA submits that it should not be dealt with as part of the exposure draft. The existing award provision has a long history and is based on provisions in private sector awards covering professional employees. More recently this matter was considered during the Award Modernisation proceedings which led to the creation of such awards as the Professional Employees Award. APESMA strongly opposes the proposed variation and accordingly submits that there would be a need for the Association of Consulting Architects Australia to establish cogent reasons as to why their proposal should be agreed to by the Commission.

#### **Cplus C Architectural Workshop**

##### **Graduate of Architecture**

11. APESMA notes the proposal to vary the classification structure to clarify the position of Architectural graduates who possess a Bachelor degree. The existing award definition at Clause 2 – Definitions defines a Graduate of Architecture as *“an employee who holds an Approved Qualification under the eligibility requirements for admission to the Architectural Practice Examination (APE) for registration as an Architect under Australian legislation.”* Historically this provision covered those persons with a Bachelor degree but in recent times a Master’s degree has become the minimum requirement. Therefore, there is ambiguity as to the appropriate award coverage of those with a Bachelor degree and the 4 Year Review provides an opportunity to address this issue. APESMA has for some time been considering its response and will either agree to support or seek to amend the Cplus C proposal.

#### **CONCLUSION**

12. Finally, the Association would generally support the content of the exposure draft and considers it to be an improvement to the existing award.

Submitted by:

MICHAEL BUTLER

Director Industrial Relations

Date: 2<sup>nd</sup> August 2016



# AM2014/257 Architects Award 2010

## Appendix 4

<b>Award code</b>	<b>Award title</b>	<b>Overtime provision</b>	<b>TOIL</b>	
<a href="#">MA000115</a>	<i>Aboriginal Community Controlled Health Services Award 2010</i>	<a href="#">24</a>	<a href="#">24.6</a>	ordinary rate
<a href="#">MA000018</a>	<i>Aged Care Award 2010</i>	<a href="#">25</a>	<a href="#">25.1(c)</a>	ordinary rate
<a href="#">MA000048</a>	<i>Airline Operations—Ground Staff Award 2010</i>	<a href="#">32</a>	<a href="#">32.1(d)</a>	ordinary rate
<a href="#">MA000060</a>	<i>Aluminium Industry Award 2010</i>	<a href="#">21</a>	<a href="#">21.8</a>	ordinary rate
<a href="#">MA000118</a>	<i>Animal Care and Veterinary Services Award 2010</i>	<a href="#">24</a>	<a href="#">24.4</a>	ordinary rate
<a href="#">MA000054</a>	<i>Asphalt Industry Award 2010</i>	<a href="#">24</a>	<a href="#">24.8</a>	ordinary rate
<a href="#">MA000019</a>	<i>Banking, Finance and Insurance Award 2010</i>	<a href="#">23</a>	<a href="#">23.4 - 23.5</a>	ordinary rate
<a href="#">MA000055</a>	<i>Cement and Lime Award 2010</i>	<a href="#">23</a>	<a href="#">23.9</a>	ordinary rate
<a href="#">MA000070</a>	<i>Cemetery Industry Award 2010</i>	<a href="#">23</a>	<a href="#">23.2</a>	ordinary rate
<a href="#">MA000022</a>	<i>Cleaning Services Award 2010</i>	<a href="#">28</a>	<a href="#">28.9</a>	ordinary rate
<a href="#">MA000083</a>	<i>Commercial Sales Award 2010</i>	<a href="#">23</a>	<a href="#">23.4</a>	ordinary rate
<a href="#">MA000023</a>	<i>Contract Call Centres Award 2010</i>	<a href="#">26</a>	<a href="#">26.5</a>	ordinary rate
<a href="#">MA000075</a>	<i>Educational Services (Post-Secondary Education) Award 2010</i>	<a href="#">24</a>	<a href="#">24.3(a), 24.4(a)</a>	ordinary rate
<a href="#">MA000076</a>	<i>Educational Services (Schools) General Staff Award 2010</i>	<a href="#">27</a>	<a href="#">27.2 (a)</a>	ordinary rate
<a href="#">MA000077</a>	<i>Educational Services (Teachers) Award 2010</i>	<a href="#">B.4</a>	<a href="#">Sched B.4.2</a>	ordinary rate
<a href="#">MA000088</a>	<i>Electrical Power Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.3</a>	overtime rate <sup>A</sup>
<a href="#">MA000111</a>	<i>Fire Fighting Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.2(c)</a>	ordinary rate (Private sector only)
<a href="#">MA000094</a>	<i>Fitness Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.4</a>	ordinary rate
<a href="#">MA000073</a>	<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	<a href="#">33</a>	<a href="#">33.1 (d)</a>	ordinary rate
<a href="#">MA000105</a>	<i>Funeral Industry Award 2010</i>	<a href="#">24</a>	<a href="#">24.5</a>	ordinary rate
<a href="#">MA000061</a>	<i>Gas Industry Award 2010</i>	<a href="#">23</a>	<a href="#">23.2</a>	ordinary rate
<a href="#">MA000026</a>	<i>Graphic Arts, Printing and Publishing Award 2010</i>	<a href="#">33</a>	<a href="#">33.9</a>	ordinary rate
<a href="#">MA000027</a>	<i>Health Professionals and Support Services Award 2010</i>	<a href="#">28</a>	<a href="#">28.3</a>	ordinary rate
<a href="#">MA000116</a>	<i>Legal Services Award 2010</i>	<a href="#">34</a>	<a href="#">34.5</a>	ordinary rate

<a href="#">MA000112</a> <i>Local Government Industry Award 2010</i>	<a href="#">24</a>	<a href="#">24.3</a>	ordinary rate
<a href="#">MA000010</a> <i>Manufacturing and Associated Industries and Occupations Award 2010</i>	<a href="#">40</a>	<a href="#">40.1(d)</a>	ordinary rate
<a href="#">MA000030</a> <i>Market and Social Research Award 2010</i>	<a href="#">22</a>	<a href="#">22.2</a>	ordinary rate
<a href="#">MA000063</a> <i>Passenger Vehicle Transportation Award 2010</i>	<a href="#">23</a>	<a href="#">23.3</a>	ordinary rate
<a href="#">MA000051</a> <i>Port Authorities Award 2010</i>	<a href="#">21</a>	<a href="#">21.3</a>	ordinary rate
<a href="#">MA000057</a> <i>Premixed Concrete Award 2010</i>	<a href="#">23</a>	<a href="#">23.9</a>	ordinary rate
<a href="#">MA000037</a> <i>Quarrying Award 2010</i>	<a href="#">28</a>	<a href="#">28.9</a>	ordinary rate
<a href="#">MA000015</a> <i>Rail Industry Award 2010</i>	<a href="#">23</a>	<a href="#">23.3</a>	ordinary rate
<a href="#">MA000106</a> <i>Real Estate Industry Award 2010</i>	<a href="#">24</a>	<a href="#">24.2</a>	ordinary rate
<a href="#">MA000068</a> <i>Seafood Processing Award 2010</i>	<a href="#">26</a>	<a href="#">26.1(d)</a>	ordinary rate
<a href="#">MA000121</a> <i>State Government Agencies Award 2010</i>	<a href="#">23</a>	<a href="#">23.4</a>	ordinary rate
<a href="#">MA000084</a> <i>Storage Services and Wholesale Award 2010</i>	<a href="#">24</a>	<a href="#">24.3</a>	ordinary rate
<a href="#">MA000087</a> <i>Sugar Industry Award 2010</i>	<a href="#">31</a>	<a href="#">31.6</a>	ordinary rate
<a href="#">MA000066</a> <i>Surveying Award 2010</i>	<a href="#">23</a>	<a href="#">23.1(b)</a>	ordinary rate
<a href="#">MA000041</a> <i>Telecommunications Services Award 2010</i>	<a href="#">21</a>	<a href="#">21.5</a>	ordinary rate
<a href="#">MA000042</a> <i>Transport (Cash In Transit) Award 2010</i>	<a href="#">28</a>	<a href="#">28.2</a>	ordinary rate
<a href="#">MA000043</a> <i>Waste Management Award 2010</i>	<a href="#">30</a>	<a href="#">30.5</a>	ordinary rate
<a href="#">MA000113</a> <i>Water Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.3</a>	ordinary rate
<a href="#">MA000090</a> <i>Wine Industry Award 2010</i>	<a href="#">30</a>	<a href="#">30.6</a>	ordinary rate
<a href="#">MA000044</a> <i>Wool Storage, Sampling and Testing Award 2010</i>	<a href="#">25</a>	<a href="#">25.5</a>	ordinary rate

# AM2014/257 Architects Award 2010

## Appendix 5

### SUMMARY OF SUBMISSIONS – TECHNICAL AND DRAFTING

This table is a summary of submissions on technical and drafting issues lodged for this award on or before 5.00pm on 29 November 2016.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	CplusC	<a href="#">Submission – 30/06/2016</a>	10	<b>Casual employment</b> <i>In response to question asked by the Commission:</i> Agree to FWC suggestion of including the words “as a full-time or part-time employee”	Pg 7	
	ACAA	<a href="#">Submission – 30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Submission – 2/08/2016</a>			Paragraph 4	
2	CplusC	<a href="#">Submission – 30/06/2016</a>	13	<b>Overtime</b> <i>In response to question asked by the Commission:</i> Agree clause 13 should be amended to clarify overtime provision to read: ‘in excess of or outside the spread of ordinary hours’.	Pg 7	
	ACAA	<a href="#">Submission – 30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Submission – 2/08/2016</a>			Paragraph 5	
3	ACAA	<a href="#">Submission – 30 June 2016</a>	13.1(a)	<b>Time off instead of payment</b> <i>In response to question asked by the Commission:</i> Seeks to alter clause to say “hour for hour”	Pg 3	
	APESMA	<a href="#">Submission – 2 August 2016</a>			Paragraph 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
4	CplusC	<a href="#">Submission – 30 June 2016</a>	14	<b>Minimum wages</b> <i>In response to question asked by the Commission: Agree table should include weekly rates</i>	Pg 7	
	ACAA	<a href="#">Submission – 30 June 2016</a>		Supports inclusion of weekly rates	Pg 3	
	APESMA	<a href="#">Submission – 2 August 2016</a>		Supports inclusion of weekly rates	Paragraph 6	

**List of abbreviations (in alphabetical order)**

ACAA	Association of Consulting Architects – Australia
AIG	Australian Industry Group
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia
CplusC	CplusC Architectural Workshop

# AM2014/257 Architects Award 2010

## Appendix 6

PN437

JUSTICE ROSS: Thanks very much. Anyone else in relation to the Architects Award?

PN438

MR CORRIGAN: Yes, thank you. It's Michael Corrigan from ACA. Look, we agree with the summary. And again we do have some substantial claims that were put in on 4 October and appear on the website.

PN439

JUSTICE ROSS: No problem. We'll update the substantive claim document to reflect your claims.

PN440

MR CORRIGAN: Thank you.

PN441

JUSTICE ROSS: Anybody else? No? All right, is there anything further in relation to the awards listed, the Group 4C awards listed for hearing at 11 am? No? Well, we'll adjourn shortly and Deputy President Gostencnik will come back, so if you can remain in place, those who have an interest in the Electrical Electronic and Communications Contracting Award and the Plumbing and Fire Sprinklers Award, and the Deputy President will have a discussion with you about conferencing of those two. I've already indicated the position in the Surveying Award. We'll await the AFEI's comments. Once that's in we'll update the summary, update the exposure draft and then once I've got that material I'll organise a conference in early February.

PN442

Look, when organising conferences we'll also have regard to the calendar that's on the website as to when others matters are running but if, for some reason, we forget a party should draw that to our attention so that we don't require you to be in more than one place at a time. Okay. Thanks very much. We'll adjourn and return at 2 pm to deal with the Group 4A matters. Thank you very much.

**LUNCHEON ADJOURNMENT**

**[11.46 AM]**

**RESUMED**

**[1.59 PM]**

PN443

JUSTICE ROSS: So these proceedings are to deal with the technical and drafting issues that have arisen during the redrafting of the awards in Group 4, and in particular at the moment we're dealing with the awards in Group 4A.

PN444

The purpose then is to, once I've taken the appearances and asked you to indicate which organisation you appear for and which award you have an interest in I'll ask you to confirm the accuracy of the summaries of submissions that have been published and to identify any errors or omissions in those summaries. If you can identify any issues that have been withdrawn or subsequently agreed, and if there are any matters amongst those matters identified in the summary which you



# AM2014/257 Architects Award 2010

## Appendix 7

### REVISED SUMMARY OF SUBMISSIONS – TECHNICAL AND DRAFTING

This table is a summary of submissions on technical and drafting issues lodged for this award on or before 5.00pm on 29 November 2016.

The summary has been revised to include feedback from the hearing on 6 December 2016 ([Transcript](#)).

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	CplusC	<a href="#">Sub-30/06/2016</a>	10	<b>Casual employment</b> <i>In response to question asked by the Commission:</i> Agree to FWC suggestion of including the words “as a full-time or part-time employee”	Pg 7	
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 4	
2	CplusC	<a href="#">Sub-30/06/2016</a>	13	<b>Overtime</b> <i>In response to question asked by the Commission:</i> Agree clause 13 should be amended to clarify overtime provision to read: ‘in excess of or outside the spread of ordinary hours’.	Pg 7	
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 5	
3	ACAA	<a href="#">Sub-30/06/2016</a>	13.1(a)	<b>Time off instead of payment</b> <i>In response to question asked by the Commission:</i> Seeks to alter clause to say “hour for hour”	Pg 3	May become a substantive issue. See <a href="#">Transcript-6Dec16</a> [PN424-PN426]
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 5	
4	CplusC	<a href="#">Sub-30/06/2016</a>	14	<b>Minimum wages</b> <i>In response to question asked by the Commission:</i> Agree table should include weekly rates	Pg 7	
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 6	

**List of abbreviations (in alphabetical order)**

ACAA	Association of Consulting Architects – Australia
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia
CplusC	CplusC Architectural Workshop

# AM2014/257 Architects Award 2010

## Appendix 8

### 13. Overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

Parties are asked whether the wording in clause 13 “in excess of normal hours” should be amended to read “in excess of or outside the spread of ordinary hours” to make it clear that overtime is also payable when worked outside the spread of hours?

**13.1** An employer must compensate an employee for all time worked in excess of normal hours of duty by:

- (a) granting time off instead of payment or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b);

Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?

- (b) payment for such excess hours at the rate of **150%** of the minimum hourly rate; or
- (c) by other agreed arrangements as long as the arrangement is not entered into for the purpose of avoiding award obligations, does not result in unfairness to the employee and is recorded in accordance with clause 13.2.

**13.2** Agreements under clause 13 must be recorded in writing and kept as part of the time and wages records.

## Part 4—Minimum Wages and Related Matters

### 14. Minimum wages

Rates updated as a result of AWR 2016

#### 14.1 Minimum wages

The minimum wages payable for employment in the occupation of an architect or upon work of a kind which would normally be performed by an architect must be:

Classification		Minimum annual rate	Minimum hourly rate
		\$	\$
<b>Level 1</b>	<b>Graduate of Architecture</b>		
	Entry	47,720	24.07
	1st pay point	50,243	25.34
	2nd pay point	52,765	26.62
<b>Level 2(a)</b>	<b>Experienced Graduate of Architecture</b>	55,170	27.83

# AM2014/257 Architects Award 2010

## Appendix 9

### REVISED SUMMARY OF SUBMISSIONS – TECHNICAL AND DRAFTING

This table is a summary of submissions on technical and drafting issues lodged for this award on or before 5.00pm on 14 November 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	CplusC	<a href="#">Sub-30/06/2016</a>	10	<b>Casual employment</b> <i>In response to question asked by the Commission:</i> Agree to FWC suggestion of including the words “as a full-time or part-time employee”	Pg 7	RESOLVED – see <a href="#">correspondence</a> from Ross J to ACAA 26 July 2017 and <a href="#">Exposure Draft</a> published 5 January 2017
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 4	
2	CplusC	<a href="#">Sub-30/06/2016</a>	13	<b>Overtime</b> <i>In response to question asked by the Commission:</i> Agree clause 13 should be amended to clarify overtime provision to read: ‘in excess of or outside the spread of ordinary hours’.	Pg 7	RESOLVED – see <a href="#">correspondence</a> from Ross J to ACAA 26 July 2017 and <a href="#">Exposure Draft</a> published 5 January 2017
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 5	
3	ACAA	<a href="#">Sub-30/06/2016</a>	13.1(a)	<b>Time off instead of payment</b> <i>In response to question asked by the Commission:</i> Seeks to alter clause to say “hour for hour”	Pg 3	REFERRED – now a substantive issue – see <a href="#">correspondence</a> from Ross J to ACAA 26 July 2017
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 5	
4	CplusC	<a href="#">Sub-30/06/2016</a>	14	<b>Minimum wages</b> <i>In response to question asked by the Commission:</i> Agree table should include weekly rates	Pg 7	RESOLVED – see <a href="#">correspondence</a> from Ross J to ACAA 26 July 2017 and <a href="#">Exposure Draft</a> published 5 January 2017
	ACAA	<a href="#">Sub-30/06/2016</a>			Pg 3	
	APESMA	<a href="#">Sub-2/08/2016</a>			Para 6	

**List of abbreviations (in alphabetical order)**

ACAA	Association of Consulting Architects – Australia
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia
CplusC	CplusC Architectural Workshop



# AM2014/257 Architects Award 2010

## Appendix 10

## **2.8 Architects Award 2010**

[199] An [exposure draft](#) based on the *Architects Award 2010* [114](#) (Architects Award) was published on 13 May 2016 and submissions in response to the exposure draft were received from the Association of Consulting Architects–Australia (ACAA),[115](#) APESMA[116](#) and CplusC Architectural Workshop (CplusC).[117](#) Ai Group also made a submission in relation to general issues arising from exposure drafts.[118](#)

[200] A [summary of submissions](#) was published on 30 November 2016. A hearing was held on 6 December 2016. APESMA and ACAA both appeared at the hearing. Updated summaries of submissions were published for the [technical and drafting](#) matters and the [substantive issues](#) on 20 November 2017.

[201] Four issues in relation to technical and drafting issues were the subject of submissions.

### *Item 1 – Casual employment*

[202] Item 1 deals with casual employment, in clause 10 of the exposure draft. Interested parties were asked to comment on whether the words “by the week” in clause 10.3 should be changed to “as a full-time or part-time employee”. CplusC, ACAA and APESMA all made submissions supporting the change of wording. The exposure draft will be updated to reflect this change.

### *Item 2 – Overtime*

[203] Item 2, which relates to time off instead of payment for overtime, was the subject of discussion at the hearing and APESMA noted that this may become a substantive issue. [119](#) Accordingly, we will not deal with the time off instead of payment for overtime issue further in this decision. APESMA, or any other interested party, are to confirm whether this matter will be pursued as a substantive variation, see the [Next Steps](#) below.

[204] The remaining two items were the subject of submissions in response to questions asked by the Commission in the exposure draft.

### *Item 3 – Time off instead of payment*

[205] Item 3 related to the overtime provisions in clause 13 of the exposure draft. Interested parties were asked whether “in excess of normal hours” in clause 13.1 should be amended to read “in excess of or outside the spread of ordinary hours” to make it clear that overtime is also payable when worked outside the spread of hours. CplusC and APESMA supported the proposed amendment. ACAA submitted the following alternative wording “in excess of the normal hours or outside the spread of ordinary hours”.

[206] The exposure draft will be varied as follows:

**13.1** An employer must compensate an employee for all time worked in excess of or outside the spread of ordinary hours by:

*Item 4 – Minimum wages*

[207] Item 4 concerns whether the table of minimum wages in clause 14 of the exposure draft should include weekly rates. Each of the three parties agreed that the table should include weekly rates. The exposure draft will be amended accordingly.

[208] No interested parties appeared at the further conference on 25 July 2017. The Commission subsequently wrote to ACAA to seek clarification about whether they would pursue the substantive variations as set out in the [summary of substantive variations](#). [120](#) The ACAA advised that it would pursue the variations and requested a further hearing. [121](#) The substantive matters will be referred to a separately constituted Full Bench.

[209] There are no other outstanding issues for this Full Bench to determine with regards to the Architects Award.

# AM2014/257 Architects Award 2010

## Appendix 11

20<sup>th</sup> August 2018

## AM2014/257 Architects Award 2010 Substantive Claim

Justice Ross  
President  
Fair Work Commission  
PO Box 1994  
Melbourne 3001

Dear Justice Ross

RE: AM2014/257 Architects Award 2010 exposure draft issued on 23<sup>rd</sup> March 2018 & the Associations substantive claims and the full bench decision of 7<sup>th</sup> August 2018.

We write on behalf of the Association of Consulting Architects Australia a registered organisation of employers under the *Fair Work Act 2009 (cth)* and make the following substitutive claims in regards to the Architects Award 2010.

In previous correspondence we have listed the following issues as outstanding and as at the date of this correspondence the issues listed below are still matters the ACAA wish to pursue through the award review process.

In the exposure draft issued on the 13<sup>th</sup> May 2016 at clause 13.1 we were asked the following in bold below clause 13.1:

**13.1** An employer must compensate an employee for all time worked in excess of normal hours of duty by:

**(a)** granting time off instead of payment or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b);

**Parties are asked to confirm whether time off is granted on an hour off for an hour worked basis or in accordance with penalty rates being 1.5 hours off for each hour worked?**

In correspondence on 30<sup>th</sup> June 2016 we provided the following response in regards to clause 13.1

Clause 13.1 (a) time off in lieu has always been at hour for hour. We would seek clause 13.1(a) to read granting time off instead of payment at hour for hour or by making payment for such excess time within six months of it accruing. Payment for such excess time must be in accordance with clause 13.1(b).

The Association still finds this matter as a substantive variation so we will still be pursuing the matter as a variation.

Further to previous correspondence to the Fair Work Commission the following substantive matters remain outstanding and are being pursued.

**At Clause 2 we would seek to insert the following definition:**

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

**At Clause 14 minimum wages we would seek to insert additional wording:**

14. Minimum wages

14.1 The minimum annual wages payable for employment in the occupation of an architect or upon work of a kind which would normally be performed by an architect must be:

Completed Bachelor Degree with a pathway to a Master of Architecture

<b>Years of Experience</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
0 (77%)	\$705.60	\$36 809
1 (85%)	\$778.90	\$40 633
2 (96%)	\$879.70	\$45 901
<b>3 (100%)</b>	<b>\$916.30</b>	<b>\$47 800</b>

The reasons remain the same as per previous correspondence but are highlighted again for the addition of the definition at clause 2 and the rates at 15 are due to the fact that currently ambiguity lies within the Modern Award system for an employee who holds a designed based Bachelor degree and is not enrolled to complete the Master of Architecture.

**At Clause 15.4 we would seek to insert the following amended clause**

**15.4 Equipment and special clothing allowance**

**(a)** Where the employer requires an employee to provide relevant technical equipment or special clothing, the employer must reimburse the employee for the costs of purchasing such equipment. On occasion when required for on-site use, the employer must pay an allowance equivalent to the cost of necessary protective clothing

**(b)** The provisions of clause 15.4(a) must not apply where the employer supplies such equipment and special clothing without cost to the employee.

**At Clause 16 Superannuation we would seek to insert the following amended clause:**

**16.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

- a) Construction and Building Industry Super (Cbus)
- b) Prime Super;
- c) Tasplan;
- d) Statewide Superannuation Pty Ltd;
- 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 scheme; or
- f) a superannuation fund or scheme which the employee is a defined benefit member of.

Whilst we are aware of your correspondence on this issue it still remains a matter for the Association that they would like to pursue.

**At Clause 25 Termination of employment we would seek the following amended clause:**

25.1 Notice of termination is provided for in the NES.

We seek to delete:

***Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.***

Replace with the following:

***Instead of s.117(3) of the Act, in order to terminate the employment of an employee the employer must give the employee one month's notice except where the NES provides a longer period of notice.***

***Provided that the period of notice to be given to or by an employee with up to 6 months continuous service (or 12 months continuous service if the employer is a small business employer as defined in s.23 of the Act) with a particular employer shall not be less than 1 week or the amount of payment to be made by either party shall be an amount equal to 1 weeks salary.***

Previous correspondence has outlined our reasons for changes.

Additional matters raised in the exposure draft were at clause 24.6 and we recommend the following clause our change is in bold:

While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable **workplace** 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.

Should you require any further information please do not hesitate to contact Michael Corrigan on [Michael@platinumer.com.au](mailto:Michael@platinumer.com.au) or 0400 553 644.





MAKING HUMAN RESOURCES AND  
INDUSTRIAL RELATIONS WORK FOR YOUR BUSINESS

Yours faithfully

A handwritten signature in black ink, appearing to read "Michael Corrigan".

MICHAEL CORRIGAN  
General Manager  
Human Resources and Industrial Relations

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# AM2014/257 Architects Award 2010

## Appendix 12

## 2. OVERTIME

(a) For all work done outside ordinary hours the rates of pay shall be time and a half.

(b) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award)
- (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in sub-clause (a) of this clause, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record time off in lieu arrangements in the time and wages book.

(c) Make-Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hour provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993

(v) An employer shall record make up time arrangements in the time and wages book.

(d) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

(i) An employee may elect, with the consent of the employer, to take a rostered day off at any time

(ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

(iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(v) Once a decision has been taken to introduce an enterprise system of Rostered Day Off flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(vi) An employer shall record Rostered Day Off arrangements in the time and wages book.

# AM2014/257 Architects Award 2010

## Appendix 13

23 awards (includes 2 awards that are silent)

<b>Award code</b>	<b>Award title</b>	<b>Overtime provision</b>	<b>TOIL</b>
<a href="#">MA000049</a>	<i>Airport Employees Award 2010</i>	<a href="#">30</a>	<a href="#">30.8</a> overtime rate
<a href="#">MA000098</a>	<i>Ambulance and Patient Transport Industry Award 2010</i>	<a href="#">24</a>	<a href="#">24.3</a> overtime rate
<a href="#">MA000079</a>	<i>Architects Award 2010</i>	<a href="#">19</a>	<a href="#">19.2(a)</a> silent
<a href="#">MA000091</a>	<i>Broadcasting and Recorded Entertainment Award 2010</i>	<a href="#">29</a> , <a href="#">39</a> , <a href="#">40</a> , <a href="#">52</a> , <a href="#">58</a> , <a href="#">64</a> , <a href="#">71</a> , <a href="#">76</a>	variousvarious
<a href="#">MA000110</a>	<i>Corrections and Detention (Private Sector) Award 2010</i>	<a href="#">22</a>	<a href="#">22.3</a> silent
<a href="#">MA000096</a>	<i>Dry Cleaning and Laundry Industry Award 2010</i>	<a href="#">22</a>	<a href="#">22.2</a> overtime rate
<a href="#">MA000003</a>	<i>Fast Food Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.3</a> overtime rate
<a href="#">MA000004</a>	<i>General Retail Industry Award 2010</i>	<a href="#">29</a>	<a href="#">29.3</a> overtime rate
<a href="#">MA000005</a>	<i>Hair and Beauty Industry Award 2010</i>	<a href="#">31</a>	<a href="#">31.3</a> overtime rate
<a href="#">MA000007</a>	<i>Higher Education Industry—General Staff—Award 2010</i>	<a href="#">23</a>	<a href="#">26.1</a> overtime rate (except for HEW9 above at ordinary rate)
<a href="#">MA000008</a>	<i>Horse and Greyhound Training Award 2010</i>	<a href="#">22</a>	<a href="#">22.3</a> overtime rate
<a href="#">MA000099</a>	<i>Labour Market Assistance Industry Award 2010</i>	<a href="#">23</a>	<a href="#">23.3</a> overtime rate
<a href="#">MA000117</a>	<i>Mannequins and Models Award 2010</i>	<a href="#">23</a>	<a href="#">23.3(b)</a> overtime rate
<a href="#">MA000059</a>	<i>Meat Industry Award 2010</i>	<a href="#">36</a>	<a href="#">36.2</a> overtime rate
<a href="#">MA000034</a>	<i>Nurses Award 2010</i>	<a href="#">28</a>	<a href="#">28.2</a> overtime rate
<a href="#">MA000012</a>	<i>Pharmacy Industry Award 2010</i>	<a href="#">26</a>	<a href="#">26.3</a> overtime rate
<a href="#">MA000058</a>	<i>Registered and Licensed Clubs Award 2010</i>	<a href="#">28</a>	<a href="#">28.5</a> overtime rate
<a href="#">MA000119</a>	<i>Restaurant Industry Award 2010</i>	<a href="#">33</a>	<a href="#">33.5</a> overtime rate
<a href="#">MA000038</a>	<i>Road Transport and Distribution Award 2010</i>	<a href="#">27</a>	<a href="#">27.7</a> overtime rate

<a href="#">MA000082</a> <i>Sporting Organisations Award 2010</i>	<a href="#">24</a>	<a href="#">24.3(a)</a> time and a half within fortnight or single time within 12 months
<a href="#">MA000017</a> <i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	<a href="#">39</a>	<a href="#">39.5</a> overtime rate
<a href="#">MA000071</a> <i>Timber Industry Award 2010</i>	<a href="#">30</a>	<a href="#">31.1</a> overtime rate
<a href="#">MA000089</a> <i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	<a href="#">28</a>	<a href="#">28.3</a> overtime rate

# AM2014/257 Architects Award 2010

## Appendix 14



## **15. TERMINATION OF EMPLOYMENT**

Employment shall be terminated by one month's notice by either party, or by the payment by either party of an amount equal to a month's salary, as the case may be.

Provided always that:

- 15.1** The period of notice to be given to or by an employee with up to six months' continuous service with a particular employer shall not be less than two weeks or the amount of payment to be made by either party shall be an amount equal to two weeks salary.
- 15.2** In case of an employee over 45 years of age and with a minimum of two years' continuous service with a particular employer the minimum notice shall be five weeks or an amount equal to five weeks salary;
- 15.3** The period of notice in this clause, shall not apply in the case of dismissal for gross neglect of duty or serious and willful misconduct, or in the case of casual employees or employees engaged for a specific period of time for a specific task or tasks;
- 15.4** The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned;
- 15.5** This clause shall not apply to casual employees.

# AM2014/257 Architects Award 2010

## Appendix 15

## **15. NOTICE OF TERMINATION**

[15 Termination of employment title changed and substituted by [PR950477](#) ppc 27Jul04]

### **15.1 Notice of termination by employer**

**15.1.1** Employment shall be terminated by one month's notice by either party, or by the payment by either party of an amount equal to a month's salary, as the case may be. Provided that the period of notice to be given to or by an employee with up to 6 months continuous service with a particular employer shall not be less than 2 weeks or the amount of payment to be made by either party shall be an amount equal to 2 weeks salary.

**15.1.2** In the case of an employee over 45 years of age and with a minimum of two years' continuous service with a particular employer, the minimum notice shall be five weeks or an amount equal to five weeks salary.

**15.1.3** Payment in lieu of the prescribed notice in 15.1.1 and 15.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**15.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

**15.1.4(a)** the employee's ordinary hours of work (even if not standard hours);  
and

**15.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties;  
and

**15.1.4(c)** any other amounts payable under the employee's contract of employment.

**15.1.5** The period of notice in this clause does not apply:

**15.1.5(a)** in the case of dismissal for serious misconduct;

**15.1.5(b)** to apprentices;

**15.1.5(c)** to employees engaged for a specific period of time or for a specific task or tasks;

**15.1.5(d)** to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

**15.1.5(e)** to casual employees.

**15.1.6** Continuous service is defined in sub-clause 15.5.

## **15.2 Notice of termination by an employee**

**15.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**15.2.2** If an employee fails to give the notice specified in 15.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 15.1.4.

# AM2014/257 Architects Award 2010

## Appendix 16

(b) Termination of Employment

Employment shall be terminated by one month's notice by either party, or by the payment by either party of an amount equal to a month's salary, as the case may be.

**PROVIDED** that:

- (i) the period of notice to be given to or by an employee with up to six months' service with a particular employer shall not be less than two weeks or the amount of payment to be made by either party shall be an amount equal to two weeks salary;
- (ii) in case of an employee over 45 years of age and with a minimum of two years' service with a particular employer the minimum notice shall be five weeks or an amount equal to five weeks salary;
- (iii) nothing herein contained shall affect the right of the employer to dismiss an employee without notice for gross neglect of duty or serious and willful misconduct
- (iv) the notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned;
- (v) this clause shall not apply to casual employees.