

WORKPLACE AGREEMENTS DATABASE – 2021 DATA COLLECTION FRAMEWORK

WAGES AND DEMOGRAPHICS

FIELD	DESCRIPTION
Agreement number	As allocated by Fair Work Australia
Agreement title	As allocated by Fair Work Australia
Agreement type	Single enterprise non-greenfields etc
ANZSIC classification	Currently to the sub-divisional (2 digit) level
Sector	Public or private
Union coverage	Union coverage
State	State/Territories coverage
Award	Parent award for agreement
Other demographic data	Agreement involves single interest employers/approved in public interest under section 189/has undertakings

WAGE INCREASES

FIELD	DESCRIPTION
Wage increases	Quantum and timing of any wage increases
Agreements with no quantifiable wage increases	Lists the reason for non-quantification (eg linked to Fair Work Australia Minimum Wage Panel decisions)
First wage increase not quantifiable	Records whether the first wage increase is non-quantifiable due to a new classification structure, or another reason.
No wage rates in agreement	Keeps track of agreements that contain no wage rates and no reference to award rates.
Other wage increases	Outlines extent to which wage increases in the agreement are linked to FWA Minimum Wage decisions and/or movements in the CPI.

PERFORMANCE AND PRODUCTIVITY PAYMENTS

FIELD	DESCRIPTION
Bonuses	Conditional or unconditional
Performance/productivity pay schemes	Incidence and nature (eg individual/ work team/all employees)
Employee share ownership	Incidence (profit sharing or share acquisition)

REPLACED AGREEMENTS

FIELD	DESCRIPTION
Replaced agreements	List of agreements which the current agreement replaces

VARIATIONS TO AGREEMENT

FIELD	DESCRIPTION
Variations	List of variations to current agreement. Agreement record includes details of varied agreement provisions.
Undertakings	<p>Details of any undertaking provided in order to get the agreement approved. Undertakings recorded as one of the following:</p> <ul style="list-style-type: none">• Dispute resolution – scope/representation• Dispute resolution – arbitration• NES compliance• Remuneration• Conditions• Other/Unclear

EMPLOYER DETAILS

FIELD	DESCRIPTION
Employees	<p>Number of employees covered by agreement, including (where provided) a breakdown into</p> <ul style="list-style-type: none">• women

FIELD	DESCRIPTION
	<ul style="list-style-type: none"> • part time • casual • mature age (45+) • young (under 18) • Aboriginal and Torres Strait Islanders • Non English-Speaking Background • Employees with disability

CONDITIONS

No.	FIELD NAME	DESCRIPTION
<i>Leave Provisions</i>		
2.	Blood/organ/other donor leave	<p>The agreement contains a provision allowing employees to take paid time off to donate blood, or organs, or bone marrow, or any other donation of this type.</p> <p>First coded in 2017.</p>
3.	Leave donation	<p>The agreement contains a provision allowing employees to 'donate' some of their excess personal or annual leave to colleagues, or to charity. Also coded where the agreement makes reference to a leave 'pool' which employees can apply to access to supplement or extend their ordinary leave entitlements.</p> <p>First coded in 2017.</p>
4.	Community service leave > NES	<p>The agreement contains a provision that provides a greater entitlement than the NES with regard to community service leave. The leave as outlined in the NES includes unpaid leave for employees serving as volunteers in emergency services, and up to ten days' top-up payment for jury duty.</p> <p>First coded in 2020.</p>

No.	FIELD NAME	DESCRIPTION
5.	LONG SERVICE LEAVE	<p>This is a 'header' field</p> <p>The agreement contains long service leave provisions such as those below or where there are LSL provisions not covered by the definitions below.</p>
6.	Entitlements as per legislation	<p>The agreement states that long service leave entitlements will be in accordance with the relevant legislation.</p> <p>First coded in 2014.</p>
7.	Flexible access	<p>Access to taking LSL is flexible, i.e. may be taken at a time negotiated between employer and employee. It may also cover LSL which can be taken at 1/2 pay for an extended period or for half the period at double pay.</p>
8.	Accrual ____ weeks per year	<p>The amount of long service leave accrued by the employee is included in the agreement, e.g. 12 weeks over ten years is coded as 1.3.</p> <p>This is the rate of accrual in the first ten or fifteen years and ignores subsequent rates of accrual.</p>
9.	Minimum service required to access long service leave ____ years	<p>The number of years an employee is required to work before they can access long service leave for the first time.</p> <p>First coded in 2012.</p>
10.	Cashing out	<p>Employees are able to cash out some or all of their LSL entitlement during the course of their employment, or where LSL is paid out quarterly, annually, etc. This does not include LSL pay out provisions that are part of redundancy pay-outs.</p>
11.	ANNUAL LEAVE	<p>This is a 'header' field.</p> <p>The agreement contains annual leave provisions either as defined below or where there are annual leave provisions not covered by the definitions below.</p>

No.	FIELD NAME	DESCRIPTION
12.	Flexible/facilitative	The use of and access to annual leave for employees is not limited by any provision in the agreement. Facilitative means that access to the condition or any change over access to the condition is negotiated between the employer and employee.
13.	Access to single days	The agreement allows employees to access single days of annual leave. This is usually found in the family/carer's leave section of an agreement. First coded in 2014 (though was also coded up to the end of 2011).
14.	Cashing out	The agreement includes payment for any unused annual leave or an employee can cash out a proportion of annual leave, except where these are mentioned in conjunction with redundancy pay-outs.
15.	Annual leave quantum exceeds NES entitlement	The amount of annual leave per year exceeds the entitlements provided in the NES (4 weeks for non-shift workers, and 5 weeks for shift workers). This is a new clause for 2011.
16.	Purchased leave or 48/52 or career break scheme	Under this provision an employee can, for example, elect to be paid four years salary over a five-year period and have the fifth year off as a career break. Purchased leave can enable an employee to obtain additional annual leave by way of salary sacrifice and have the salary decrease averaged over the year, for example an employee could take an additional four weeks leave and have the 48 weeks' pay averaged over 52 weeks of the year.
17.	Annual leave loading paid out on termination	The agreement states that employees will be paid any accrued annual leave loading upon either termination or redundancy. This is a new clause for 2015.
18.	PARENTAL LEAVE	This is a 'header' field The agreement contains provisions for parental leave associated with childbirth or adoption

No.	FIELD NAME	DESCRIPTION
19.	Primary caregivers or maternity leave – number of weeks (paid)	The agreement includes paid maternity leave or paid leave for the ‘Primary Care Giver’ of child/children. Agreements may stipulate maternity leave as time off work for a woman to have and be the primary care giver for her child, while some agreements are not gender-specific and use the term primary care giver. The number of weeks of paid leave is recorded
20.	Secondary caregivers or maternity leave – number of weeks (paid)	The agreement includes paid paternity leave or paid leave for the ‘Secondary Care Giver’ of child/children. Agreements may stipulate paternity leave as time off work for a man at the time of the birth of his child to be the secondary care giver or, provider of partner support, while agreements may not be gender-specific and use a term such as ‘Secondary Care Giver’. The number of weeks of paid leave is recorded.
21.	Paid adoption leave ____ number of weeks (paid)	The agreement includes paid adoptive leave. Adoptive leave is time off work for an employee to adopt and provide primary care for an adoptive child. The number of weeks of paid leave is recorded.
22.	Paid stillbirth leave _____ number of weeks (paid)	The agreement includes paid stillbirth leave to support parents whose child is stillborn. The number of weeks of paid leave is recorded. First coded in 2020.
23.	Final payment on return to work	The agreement provides that the final part of a parental leave payment will be paid when the employee returns to work after the period of leave.
24.	Flexible paid parental leave	Access to taking paid parental leave is flexible, i.e. it may be taken in a way negotiated between employer and employee such as at ½ pay for an extended period or for ½ the period at double pay.
25.	Simultaneous leave	Parents have the right to request concurrent parental leave be extended from the standard NES entitlement of up to 8 weeks.
26.	Return to part-time from parental leave	The agreement contains provisions which allow an employee to return to work on a part-time basis after taking parental leave.

No.	FIELD NAME	DESCRIPTION
27.	Top up of government paid parental leave scheme	The agreement tops up the government paid parental leave scheme so that the employee can receive their normal rate of pay while on maternity leave. The number of weeks of top-up is recorded. First coded in 2011.
28.	Top up of government paid parental leave scheme for secondary carers	The agreement tops up the forthcoming government paid parental leave scheme so that the employee can receive their normal rate of pay while on paternity or secondary carer leave. The number of weeks of top-up is recorded. First coded in 2012.
29.	ADDITIONAL UNPAID PARENT LEAVE	The agreement contains an entitlement for parents to access unpaid leave separate from parental leave to improve work/life balance. This might include unpaid time off for school holidays or unpaid time off to attend events. First coded in 2020.
30.	PERSONAL LEAVE	This is a 'header' field. The agreement contains personal leave provisions
31.	Insurance scheme	The agreement provides for an insurance scheme covering absence from work due to a non work-related illness or injury. The agreement may stipulate that employees have to 'cash in' part of their sick-leave entitlement to cover payment of the premiums. This field also covers "Income Protection Insurance" that relates to non work-related injury or illness (Note: this is distinct from income protection insurance related to redundancy provisions).
32.	Payout on termination/retirement	The agreement provides for employees to be paid the value (full or partial) of accumulated sick leave on resignation, retirement or other form of termination of employment.
33.	sick leave unlimited	The agreement is open-ended on number of days of sick leave available to the employee, for example, there is no limit on the number of days of leave providing a certificate is produced.

No.	FIELD NAME	DESCRIPTION
34.	Days ____ sick leave	The agreement provides for paid leave available for employees when they are sick or injured. The number of days of paid leave is recorded.
35.	Extra days paid carer's leave ____	Paid leave (separate from ordinary sick/personal leave) is available for employees to care for a sick family member in addition to them being able to access paid days as part of their Personal leave entitlements. The number of days leave is recorded if specified in the agreement.
36.	Accumulation bank – limited	The amount of sick leave that an employee may accumulate from year to year is limited by the agreement.
37.	COMPASSIONATE LEAVE	<p>This is a 'header' field</p> <p>The agreement provides compassionate leave either as defined below or not covered by the specific provisions below.</p> <p>Compassionate leave is defined as:</p> <p>When a member of the employee's immediate family, or a member of the employee's household:</p> <p>[a] contracts or develops a personal illness that poses a serious threat to his or her life; or</p> <p>[b] sustains a personal injury that poses a serious threat to his or her life; or</p> <p>[c] dies</p> <p>Bereavement is now only one component of Compassionate leave.</p>
38.	Greater than NES	<p>Agreement's compassionate leave provisions are more generous than those contained in the NES. This would typically be with regards to quantum of leave available per occasion.</p> <p>First coded in 2011.</p>
39.	Equal to NES	<p>The agreement's compassionate leave entitlement is equivalent in all respects to the amount contained in the NES.</p> <p>First coded in 2014.</p>

No.	FIELD NAME	DESCRIPTION
40.	PARENTAL BEREAVEMENT LEAVE	<p>The agreement provides an entitlement to leave (paid or unpaid) for parents whose child passes away, or some other relevant entitlement.</p> <p>This entitlement would be separate from stillbirth leave, and either separate from or more generous than other types of compassionate leave.</p> <p>First coded in 2020.</p>
41.	SUPERANNUATION	<p>This is a 'header' field.</p> <p>The agreement contains 'Superannuation' provisions either as defined below or not covered by the specific provisions below.</p>
42.	Number of funds named in the agreement____	<p>The number of funds named in the agreement is recorded.</p> <p>“Employees may have their superannuation entitlements credited to either HESTA or First State Super” is recoded as two funds.</p> <p>Note: this does not mean that choice is necessarily restricted just to named funds. Agreements can name specific funds and offer broader choice in addition.</p>
43.	Threshold is \$450/month	The agreement specifies that the employee must either earn \$450 in a month before the employer must make superannuation contributions
44.	Threshold - other	The agreement specifies some other threshold that must be met before the employer must make superannuation contributions
45.	Pays SGL minimum	The agreement pays an amount of superannuation equivalent to the SGL minimum (currently 9.25%)
46.	Employer super contribution, percent of income ____%	<p>The agreement states that the employer must pay a certain percentage of the employee’s salary which is different [can be either lower or higher] than the superannuation guarantee (9% from 1 July 2002) as a superannuation contribution.</p> <p>The percentage amount is recorded.</p>

No.	FIELD NAME	DESCRIPTION
47.	Flat dollar rate	The agreement stipulates that the employer must contribute a set dollar amount into employee superannuation schemes.
48.	Incentive from employer	The agreement provides that voluntary employee contributions result in higher employer contributions.
49.	Other entitlements modified to pay for increase to SGL	Agreement modifies other entitlements to fund government's increases to the SGL minimum. First coded in 2011.
50.	Super paid during parental leave	This is a 'header' field, and is coded when an agreement mentions paying superannuation while an employee is on parental leave (paid or unpaid). First coded in 2011.
51.	Superannuation paid during paid parental leave	Superannuation is to be paid when employee is on paid parental leave. First coded in 2019.
52.	Superannuation paid during unpaid parental leave	Superannuation is to be paid when employee is on unpaid parental leave. First coded in 2019.
<i>Hours of Work Provisions</i>		
53.	Stand down provisions vary from Fair Work Act	The agreement contains stand down provisions that differ from the Fair Work Act in one of two ways: <ul style="list-style-type: none"> Entitlements available to employees (e.g. coded if stood down employees were paid); or The circumstances in which stand down provisions are activated differ from the Act. First coded in 2020.

No.	FIELD NAME	DESCRIPTION
54.	HOURS OF WORK	This is a 'header' field. The agreement contains 'Hours of Work' provisions either as defined below or not covered by the specific provisions below.
55.	Average over more than four weeks	The agreement provides for average weekly hours to be averaged over a period of more than four weeks
56.	Weekly hrs _____	Records the number of hours to be regularly worked per week.
57.	Compressed working week	The hours worked in a day can be increased such that the number of days worked in a week will be less . For example an agreement may allow employees to work 4 ten hour days per week. This is different from RDO or Paid Time Off provisions.
58.	ORDINARY DAYS	This is a header field, covering the days on which ordinary hours can be worked. First coded in 2014.
59.	Ordinary hours are Mon-Fri	The agreement states that the ordinary hours of work are Monday-Friday. First coded in 2014.
60.	Ordinary hours are Mon-Sat	The agreement states that the ordinary hours of work are Monday-Saturday. First coded in 2014.
61.	Ordinary hours are Mon-Sun	The agreement states that the ordinary hours of work are Monday-Sunday. First coded in 2014.
62.	Saturday penalty rates for ordinary hours (%)	The penalty rate percentage is recorded for ordinary hours worked on a Saturday. First coded in 2019.
63.	Sunday penalty rates for ordinary hours (%)	The penalty rate percentage is recorded for ordinary hours worked on a Sunday. First coded in 2019.

No.	FIELD NAME	DESCRIPTION
64.	WEEKDAY OVERTIME	<p>This is a 'header' field</p> <p>The agreement contains weekday overtime provisions such as those below or where there are overtime provisions not covered by the definitions below.</p> <p>First coded in 2014.</p>
65.	Ord time rates apply	<p>Rather than taking time off, employees may be paid for overtime at the equivalent of their ordinary time rates of pay.</p> <p>First coded in 2014.</p>
66.	Penalty rates apply	<p>Rather than taking time off, employees may be paid for overtime at penalty rates of pay (at time and a half, double time etc).</p> <p>First coded in 2014.</p>
67.	WEEKDAY OVERTIME - TOIL	<p>This is a 'header' field.</p> <p>The agreement contains Time-Off-In-Lieu provisions with regards to overtime work.</p> <p>First coded in 2014.</p>
68.	TOIL at ord time rates	<p>Time Off in Lieu accumulates at a rate of time for time, i.e. 1 hour off for every hour worked. If an agreement mentions TOIL but doesn't specify the rate (e.g., overtime may be taken as TOIL by agreement between the employee and the manager) this field is coded.</p> <p>First coded in 2014.</p>
69.	TOIL at penalty rates	<p>Time Off in Lieu, to be taken in the future, accumulates at a rate greater than time for time, i.e. 1.5 hours off for every 1 hour worked or TOIL is given at penalty rates.</p> <p>First coded in 2014.</p>

No.	FIELD NAME	DESCRIPTION
70.	HOURS AUDIT	<p>This is a 'header' field.</p> <p>The agreement contains some measure by which the employer ensures that an employee isn't working too many hours for their salary level. Usually will be seen with regards to loaded/annualised salaries.</p> <p>The sub-clauses will capture the frequency of this hours-of-work review.</p> <p>First coded in 2017.</p>
71.	Review conducted annually	<p>The employer reviews employees' hours of work annually, with a view to ensuring an appropriate level of pay averaged over the year.</p> <p>First coded in 2017.</p>
72.	Review conducted every pay cycle	<p>The employer reviews employees' hours of work in line with pay cycles (typically weekly, fortnightly or sometimes monthly) to ensure that the employee is receiving an appropriate amount of pay each pay day.</p> <p>First coded in 2017.</p>
73.	Other review arrangements	<p>The employer reviews employee hours regularly and periodically, but not annually or in line with the pay cycle.</p> <p>First coded in 2017.</p>
74.	PUBLIC HOLIDAYS	<p>This is a 'header' field</p> <p>The agreement contains 'Public Holiday' provisions either as defined below or not covered by the specific provisions below.</p>
75.	Ordinary time rates apply	<p>Employees may be paid for work on Public Holidays at the equivalent of their ordinary rates of pay.</p>
76.	Penalty rates apply	<p>Employees may be paid for work on Public Holidays at penalty rates of pay (at time and a half, double time etc).</p>

No.	FIELD NAME	DESCRIPTION
77.	Enterprise specific public holiday	The agreement designates an additional public holiday. This might be a union picnic day, or another enterprise specific day. A paid day off for employees' birthdays is also recorded here.
78.	PUBLIC HOLIDAYS - TOIL	This is a 'header' field. The agreement contains Time-Off-In-Lieu provisions with regards to public holiday work. First coded in 2014.
79.	TOIL at ord time rates	Time Off in Lieu accumulates at a rate of time for time, i.e. 1 hour off for every hour worked. If an agreement mentions TOIL but doesn't specify the rate (e.g., public holiday work may be taken as TOIL by agreement between the employee and the manager) this field is coded. First coded in 2014 (though was coded previously up until the end of 2010).
80.	TOIL at penalty rates	Time Off in Lieu, to be taken in the future, accumulates at a rate greater than time for time, i.e. 1.5 hours off for every 1 hour worked or TOIL is given at penalty rates. First coded in 2014 (though was coded previously up until the end of 2010).
81.	SHIFT WORK/ROSTER	This is a 'header' field. The agreement contains 'shift work and/or rostering' provisions either as defined below or not covered by the specific provisions below.
82.	Greater than 12 hour shifts	The agreement either provides for shifts longer than 12-hour, or states that employees can work for more than 12 hours in a shift.
83.	Split/broken shifts	The agreement contains other shift arrangements such as split shifts (often called broken shifts).
84.	Loadings apply	Shiftwork is paid with an additional payment, identified as a Loading or a Penalty for working irregular hours.

No.	FIELD NAME	DESCRIPTION
85.	FLEXIBLE WORKING HOURS	<p>This is a 'header' field.</p> <p>The agreement contains 'Flexible Working Hours' provisions either as defined below or not covered by the specific provisions below. (These give the employee some degree of choice in the way working hours are organised).</p>
86.	Hours may be negotiated	The agreement allows for the employer and employee or union to negotiate the hours that the employee will work. For example, starting and finishing times.
87.	Hours decided by majority of employees	The agreement allows the employees to decide some aspect of the hours they will work by a majority decision. They will more than likely have a fixed span of hours but can determine their own start/finish times and break times, by the majority decision. This includes starting and finishing times for shift-workers.
88.	Management may alter hours after consulting employees	The agreement lets management change employee hours (shift or non-shift) but only after consultation.
89.	Make up time	The agreement allows employees to take time off from work and at a later date make up the hours lost.
90.	FAMILY-FRIENDLY / WORK-LIFE BALANCE	<p>This is a 'header' field.</p> <p>The agreement contains 'Family Responsibilities' provisions either as defined below or not covered by the specific provisions below.</p>
91.	Child care provisions	The agreement contains employer based or funded/ subsidised child care arrangements. Most likely to be encountered where the employer meets the cost of child care when the employee works overtime; school holidays; travel overseas etc.
92.	Breastfeeding facilities	The agreement states that the employer will provide appropriate facilities for an employee to use when breastfeeding.
93.	Paid breastfeeding breaks	The agreement states that employees may take paid breaks in order to breastfeed a child.

No.	FIELD NAME	DESCRIPTION
94.	Employee Assistance Program	<p>The employer offers an employee assistance program. This would normally involve the provision of free counselling to employees. This is normally intended to assist employees with personal matters, including drug or alcohol issues, depression, grief, interpersonal conflicts, etc.</p>
95.	Right to request flexible working arrangements beyond minimum	<p>The agreement provides a right to request flexible working arrangements with no restrictions or in circumstances beyond the minimum provided in the NES. The minimum in the NES is a right to request flexible work if the employee has children under 5 years old or a child with a disability under 18 years old. For example, if the agreement provided a right to request flexible working arrangements if the employee has a child who is at school, this field would be coded.</p> <p>If the agreement provides an employee with the right to request flexible working arrangements and places no limits on the circumstances in which that could occur, this field would be coded.</p>

No.	FIELD NAME	DESCRIPTION
96.	DOMESTIC VIOLENCE/FAMILY VIOLENCE	<p>This is a 'header' field.</p> <p>if the agreement provides a domestic violence clause, or deals in some other way with domestic violence. This might include – but is not limited to – additional entitlements for employees experiencing domestic violence, flexible working arrangements or access to leave; both paid and unpaid.</p> <p>First coded in 2016. Previous field coded only for specific measures to assist employees to deal with domestic violence situations at home.</p>
97.	Paid DV ____ days' leave	<p>The agreement contains an entitlement to separate paid leave for employees affected by domestic violence.</p> <p>First coded in 2016.</p>
98.	Access to other/existing leave	<p>The agreement allows victims of domestic violence to access other leave entitlements. This can include (but is not limited to): access to personal leave; compassionate leave; annual and long service leave; TOIL; and accrued flex-time.</p> <p>First coded in 2016.</p>
99.	Non-leave entitlements/support	<p>The agreement provides entitlements to employees that are not included above. This could include safety precautions (changing location of work, phone numbers, etc.), counselling or access to an Employee Assistance Program, or any other related benefits.</p> <p>First coded in 2016.</p>
100.	Right to request flexible working arrangements as per NES	<p>The only mention of domestic violence in the agreement is to repeat or refer to the right to request flexible working in the NES (which includes five days' unpaid leave from 2018).</p> <p>First coded in 2016.</p>
101.	Provisions for carers/supporters of domestic violence victims	<p>The agreement contains any domestic violence provisions (other than the right to request flexible working arrangements contained in the NES) that offer entitlements or support to employees who are carers or supporters of domestic violence victims.</p> <p>First coded in 2016.</p>

No.	FIELD NAME	DESCRIPTION
102.	Unpaid DV ____ days' leave	The agreement contains an entitlement to separate unpaid leave for employees affected by domestic violence. First coded in 2019.
103.	BREAKS	This is a 'header' field. The agreement contains 'break' provisions (e.g. lunch breaks, tea breaks) either as defined below (fields 155 to 159) or not covered by the specific provisions below.
104.	Not to interrupt continuity of work	The agreement stipulates that breaks may only be taken in a way which allows for an uninterrupted workflow or continuous running of machines etc.
105.	RDO/ADO/PDO PROVISIONS	This is a header field. The agreement contains 'Rostered Day Off' provisions either as defined below (fields 126 to 131) or specifies extra "productivity leisure day" provisions that are not covered by the specific provisions below.
106.	RDO paid out on termination	Agreement provides for RDOs to be paid out to employees upon termination of employment. First coded in 2011.
107.	RDOs may be varied	RDOs may be varied by any party for any reason, or by mutual agreement. First coded in 2011.
<i>Type of Employment Provisions</i>		
108.	Agreement covers all employees of the company	The declaration forms filed by the employer indicate that the agreement covers all employees of the company
109.	Agreement doesn't cover all employees of the company	The declaration forms filed by the employer indicate that the agreement does not cover all employees of the company

No.	FIELD NAME	DESCRIPTION
110.	PART-TIME EMPLOYMENT	<p>This is a 'header' field</p> <p>The agreement contains 'Part-time Employment' provisions either as defined below or not covered by the specific provisions below.</p>
111.	Employee flexibility	The agreement assists employees in accessing part-time employment, that is, the agreement provides access for Fulltime employees to change between fulltime and part time employment at their instigation.
112.	Minimum consecutive hrs ____	If the agreement quantifies a minimum continuous number of hours of work, this is the minimum number of hours that can be worked in one <u>engagement</u> .
113.	Regular hours/days rostered	The agreement contains a commitment to and/or provisions which encourage regularity and stability in part time working hours (e.g. specified starting and finishing times for each day, the days on which those hours are to be worked, change of hours by agreement, etc).
114.	CASUAL EMPLOYMENT	This is a 'header' field. The agreement contains 'casual employment' provisions either as defined below (fields 95 to 99) or not covered by the specific provisions below.
115.	Works up to full time	The agreement allows/requests/requires casuels to work up to the full time hours worked by the fulltime permanent employees of the business.
116.	Minimum consecutive hrs ____	The agreement provides for a minimum continuous number of hours that can be worked in one engagement .
117.	Provision to transfer long term casuels to regular status	The agreement includes a process whereby casuels, after a period of time, are transferred to permanent status, or are eligible to become permanent (also known as casual conversion clauses).
118.	Restrictions on casuels	<p>Agreement places some restrictions on casual employment. Length of employment or number of casuels that can be employed, or the type of work that casual employees can undertake.</p> <p>First coded in 2013.</p>

No.	FIELD NAME	DESCRIPTION
119.	Casual sick leave (paid)	Agreement allows for casual employees to take a period of paid personal/sick leave First coded 2021
120.	JOB SHARING	The agreement contains either job-sharing arrangements or a commitment to introduce/discuss the introduction of job-sharing during the life of the agreement. <i>Definition: Job-sharing is where two (or more) employees share a job that would normally be performed by one employee</i>
121.	FIXED TERM/SHORT TERM	This provision relates to either fixed-term employment, short-term employment or temporary employment. From 2011, this includes seasonal workers also.
122.	MULTI HIRING	The agreement allows for employees to work under more than one employment type, e.g., allows full-time employees to also work as casuals.
123.	HOME-BASED/TELEWORK	This is a 'header' field (as of 2013) The agreement contains provisions for 'Home-Based Work' or 'Telework' or 'Telecommuting'.
124.	Min/max limits on telework	The agreement imposes minimum or maximum limits on the amount of telework an employee can access. This a new field in 2013.
125.	Telework allowances	The employee is entitled to additional payments or set-up costs for telework or home-based work arrangements. First coded in 2013.
126.	APPRENTICES	This is a 'header' field. The agreement contains 'Apprentices' provisions either as defined below or not covered by the specific provisions below. This does not include induction arrangements. This is a new provision for 2014. Previous years combined apprentices and trainees.

No.	FIELD NAME	DESCRIPTION
127.	Recognition of prior learning	An apprentice can have an advanced standing through recognition of prior learning, including pre-apprenticeships and overseas qualifications. Apprentice can receive credit for previous study or begin learning in the second year of apprenticeship. First coded in 2011.
128.	Early apprenticeship completion	Apprentices can complete their apprenticeships early, provided they meet the competency requirements of their training. First coded in 2011.
129.	Apprentice wage provisions	The agreement contains wage arrangements for apprentices, or refers to adopting the apprentice provisions in an award. First coded in 2014. Previous years combined apprentices and trainees.
130.	Adult apprentice wage provisions	The agreement provides a separate wage for those apprentices who are adult (should be greater than usual apprentice wages).
131.	School based/transitional apprenticeships	The agreement provides for apprenticeships for employees still completing school.
132.	TRAINEES	This is a 'header' field. The agreement contains 'Trainees' provisions either as defined below or not covered by the specific provisions below. This does not include induction arrangements. This is a new provision for 2014. Previous years combined apprentices and trainees.
133.	Incorporates National Training Wage schedule	The agreement calls up, includes, or incorporates the National Training Wage schedule from modern awards. First coded in 2011.

No.	FIELD NAME	DESCRIPTION
134.	Trainee wage provisions	<p>The agreement contains wage arrangements for trainees or refers to adopting the trainee wage provisions in an award (usually the National Training Wage Award).</p> <p>This is a new provision for 2014. Previous years combined apprentices and trainees.</p>
135.	JUNIOR EMPLOYEES	<p>This is a 'header' field.</p> <p>The agreement contains 'Junior Employees' provisions either as defined below or not covered by the specific provisions below.</p> <p>This does not include induction arrangements.</p>
136.	Agreement includes Junior Rates	The agreement contains rates of pay for junior employees, e.g. percentage of an adult rate or different set dollar amounts
137.	Other junior provisions	<p>The agreement contains provisions relating to junior employees with regards to the non-wages conditions of employment.</p> <p>First coded in 2011.</p>
138.	CONTRACTORS	<p>This is a 'header' field.</p> <p>The agreement contains provisions for contractors or sub contractors in terms of the fields or not covered by the specific provisions below.</p>
139.	Contract labour restricted use	The agreement mentions any employment restrictions to contractors such as limitation on numbers of contractors in relation to full time employees, length of employment or number of hours etc.
140.	Rates of pay equal to other agreement workers	<p>The agreement states that contractors will be paid the same amount as other workers under the agreement.</p> <p>First coded in 2014.</p>

No.	FIELD NAME	DESCRIPTION
141.	Rates of pay not equal to other agreement workers	The agreement states that contractors will be paid at a different rate of pay from other workers under the agreement. First coded in 2014.
142.	OUTWORKERS	The agreement contains provisions dealing specifically with outworkers. First coded in 2012.
143.	OFFSHORING/VISA WORKERS/ COMMITMENT TO AUST. JOBS	The agreement contains a clause dealing with off-shoring jobs or importing labour. Could be in favour of it or against it. First coded in 2013.
144.	EMPLOYEE DELEGATES	This is a 'header' field. The agreement contains 'Employee Delegate' provisions either as defined below or not covered by the specific provisions below.
145.	Leave to attend Trade Union Training	The agreement provides employees with paid or unpaid leave to attend training provided by the employee's trade union.
146.	Use of office facilities	Employee delegates have access to office facilities on the employer's premises. First coded in 2011.
147.	Paid time for delegate duties	The agreement provides for paid time for delegates to perform their duties as employee representatives. First coded in 2011.
148.	TRADE UNION	This is a 'header' field. The agreement contains 'Trade Union' provisions either as defined below or not covered by the specific provisions below.

No.	FIELD NAME	DESCRIPTION
149.	Union right of entry	<p>The agreement provides union officials with the right to enter a place of work in order to conduct union business and/or inspect time/wages record books.</p> <p>This field is not coded if the only right of entry provisions for the union are those under the mandatory consultation and dispute settlement terms.</p>
150.	Union deduction of dues	The agreement includes a clause that provides for union dues to be collected at source, i.e. to be deducted by the employer from the employee's salary.
151.	Union consultation	An agreement provides a provision for a company and/or employees to consult with a union on any workplace issue, condition or proposal prior to implementing an agreement
152.	LABOUR RELATIONS EQUITY	<p>This is a 'header' field.</p> <p>The agreement contains 'Equity' provisions either as defined below or not covered by the specific provisions below.</p>
153.	Provisions for NESB workers	The agreement contains clauses dealing with equity for non-English speaking background employees. This includes provision of training in literacy or the English language.
154.	Extended definition of family	The agreement contains a definition of "family", which extends beyond the tradition definition (see below). For example, these definitions may recognise indigenous kinship systems. These definitions are most likely to be found in conjunction with personal leave / family/carer's leave / bereavement leave clauses.
155.	Access and equity for ATSI	The agreement has provisions which recognise the particular circumstances of Aboriginal and Torres Strait Islander peoples. Such provisions may consider the particular circumstances of Aboriginal and Torres Strait Islander peoples in recruitment, conditions of employment, promotion, etc.

No.	FIELD NAME	DESCRIPTION
156.	Cultural/ceremonial leave	The agreement recognises and allows leave for cultural/ceremonial purposes for ATSI or other distinct cultural/religious groups.
157.	Provisions for mature age workers	<p>The agreement contains provisions that encourage mature age workers to remain in the work-force beyond retirement age, or that allow older workers to remain working on a part-time basis as a transition into retirement.</p> <p>This clause was amended in 2015 to exclude agreements for which additional redundancy payments were made to mature aged workers.</p>
158.	Gender equality	<p>The agreement contains measures to improve or maintain gender equality.</p> <p>First coded in 2013.</p>
159.	SPECIAL NEEDS EMPLOYEES	<p>This is a 'header' field.</p> <p>The agreement has provisions which recognise the special needs of people with disabilities. They may include provisions for supported wages or for reasonable adjustment in the workplace to allow greater accessibility for people with disabilities. (wheelchair access etc.)</p>
160.	Supported wage scale included	<p>The agreement includes – or makes reference to – the supported wage scale, and/or lower rates of pay for workers of diminished capacity.</p> <p>First coded in 2017.</p>
161.	Other provisions	<p>The agreement includes provisions that offer support to employees with disability, including (but not limited to) workplace adjustment/modification for accessibility purposes, regular counselling/meetings, and/or paid time to meet with case workers.</p> <p>First coded in 2017.</p>
<i>Agreement provisions</i>		
162.	Incorporates award	The agreement calls up an award or the agreement is to be read in conjunction with a particular award.

No.	FIELD NAME	DESCRIPTION
163.	Workload management, including staff/work ratios	The agreement contains measures or provisions that prevent employees from being overworked while at work. This is separate from shift-length provisions, or breaks between shifts. First coded in 2013.
164.	Date of notification of intent to bargain	The date that the employer notified their employees of their intent to bargain is recorded. First coded in 2020.
165.	Date of NERR > 14 days from date of notification of intent to bargain	Coded when the difference between the notification of intent to bargain date and the last date that a Notice of Employee Representational Rights (NERR) was issued is more than fourteen days. First coded in 2020.
166.	Date of employee vote	The date on which the agreement was made (date of the employee vote) is recorded. First coded in 2020.
167.	GENUINE AGREEMENT	The agreement decision mentions that the the agreement is “genuinely agreed” First coded in 2021
168.	Minor, Procedural or Technical error	The agreement decision mentions s.188(2) of the Fair Work Act and/or states that there was a “minor procedural or technical” error in the agreement making process. First coded 2021
	MANDATORY CLAUSES	Under the Fair Work Act, agreements are required to contain a clause allowing for individual flexibility arrangements, and a consultation clause.
169.	Model Individual Flexibility - model	The agreement contains a form of model individual flexibility clause (either the award or agreement model clause).

No.	FIELD NAME	DESCRIPTION
170.	Individual Flexibility – model incorporated by FWA	The approval decision notes that the model flexibility clause has been incorporated by FWA.
171.	Individual flexibility – scope equivalent to the model clause	The agreement contains an individual flexibility term that allows only the five terms from the model clause to be varied, but differs in some other way from the model clause. First coded in 2014.
172.	Individual Flexibility - general	The agreement contains an individual flexibility term that allows the entire agreement to be varied.
173.	Individual Flexibility - specific	The agreement contains an individual flexibility term that allows only specified terms in the agreement to be varied.
174.	MODEL DISPUTE RESOLUTION CLAUSE	The agreement contains the model dispute resolution clause found in Schedule 6.1 of the Fair Work Regulations 2009.
175.	NON-MODEL DISPUTE RESOLUTION CLAUSE	This is a header field. The agreement's dispute resolution clause differs from the model clause. First coded in 2012.
176.	Disputes in relation to s65(5) or s76(4) – flexible working arrangements	Agreement allows for the dispute resolution process to be conducted with regards to requests for flexible working arrangements or extended unpaid parental leave (sections 65(5) and sections 76(4) of the Fair Work Act respectively). First coded in 2012.
177.	DISPUTE RESOLUTION – ARBITRATION	The agreement has a non-model dispute resolution clause, and provides for arbitration in disputes. First coded in 2014.
178.	Arbitration by FWC	The agreement states that arbitration will be conducted by the Fair Work Commission. First coded in 2014.

No.	FIELD NAME	DESCRIPTION
179.	Arbitration by third party	The agreement states that arbitration will be conducted by a third party, rather than the FWC. First coded in 2014.
180.	DISPUTE RESOLUTION – CONSENT FOR ARBITRATION	A header field signifying that the agreement contains arbitration for disputes and the matter of consent to arbitrate is dealt with. First coded in 2014.
181.	Consent given at time of EA	Consent is taken to have been granted at the time the EA was made, and disputes can therefore proceed automatically to arbitration. First coded in 2014.
182.	Consent required at time of dispute	Mutual consent is required before any matter can proceed to arbitration. First coded in 2014.
183.	OH & S	This is a 'header' field. The agreement contains 'OH&S' provisions either as defined below or not covered by the specific provisions below
184.	OHS proactive workplace health care policy	The agreement contains a commitment to a safe working environment through workplace policies which address drinking, smoking or other dangerous workplace practices. This includes QUIT smoking programmes, drug/alcohol treatment / programs, vaccination programmes for those at occupational risk, e.g. health care workers, teachers, childcare workers..
185.	Mental health/wellbeing policy	The agreement contains provisions or measures to assist or improve an employee's mental well-being. First coded in 2012.

No.	FIELD NAME	DESCRIPTION
186.	TCR	<p>This is a 'header' field.</p> <p>The agreement contains 'TCR' provisions either as defined below or not covered by the specific provisions below.</p>
187.	Severance pay greater than NES	<p>The agreement meets one or more of the following criteria:</p> <ul style="list-style-type: none"> • The maximum severance available is greater than 16 weeks' pay • An employee can access 16 weeks redundancy pay after fewer than 9 years' service • An employee can access 16 weeks redundancy pay at 9 years' service and also at 10 years' service • The severance available at 4 years' service is greater than 8 weeks' pay. <p>First coded in 2014.</p>
188.	Severance entitlement at four years' service.	<p>The number of weeks' pay employees are entitled to after four years' service.</p> <p>First coded in 2011.</p>
189.	Maximum severance entitlement	<p>The maximum number of weeks' pay that employees can be entitled to upon being made redundant.</p> <p>First coded in 2011.</p>
190.	Years' service for maximum entitlement	<p>The number of years' service required to achieve the maximum severance entitlement.</p> <p>First coded in 2011.</p>
191.	Redundancy income protection scheme	<p>The agreement has provisions for payments to redundancy schemes / redundancy income protection plans for the employees, e.g., INCOLINK/ ACCIRT.</p> <p>This provision is NOT the same as an insurance scheme to cover illness.</p>
192.	ENVIRONMENTAL	<p>This is a header field.</p> <p>The agreement contains some form of commitment to the environment. This could be a general statement of intent or specific measures.</p>

No.	FIELD NAME	DESCRIPTION
193.	Specific green initiatives	The agreement provides a commitment to the environment with regard to company policy and/or legislative frameworks. This provision may include a disciplinary process for dealing with breaches, up to, and including dismissal.
194.	PRODUCTIVITY	This is a header field. The agreement contains some form of commitment to improving productivity. This could be a general statement of intent or specific measures.
195.	Specific productivity measures	An agreement links productivity improvements to specific policies, procedures and/or practices. First coded in 2011.
196.	Quantifiable KPI measures	The agreement contains performance indicator/s with specific measurable goals. This will sometimes be in a separate Schedule detailing production goals, or reduced injury claims etc. There will be specific targets identified and corresponding incentives or outcomes.
197.	GENERAL TRAINING ARRANGEMENTS	This is a 'header' field. The agreement contains 'General Training' provisions either as defined below or not covered by the specific provisions below.
198.	Employer pays training costs/ associated expenses	The agreement contains provisions that the employer will pay costs associated with training, such as direct purchase of items required for the course; direct payment of costs/fees incurred; procedures for the reimbursement of such costs; or circumstances where such costs will be reimbursed.
199.	Training bonds	The agreement contains a provision where an employee agrees that, in the event of resignation or termination of employment, the employee will refund to the employer a sum of money representing full or part value of training received by the employee at the employer's expense in the course of that employment.
200.	Leave for training purposes (including study/exam)	The agreement provides for leave (whether paid or unpaid) to attend training.

No.	FIELD NAME	DESCRIPTION
201.	Multi-skilling/ flexible deployment of labour	Employees can be moved between roles and/or locations to suit the needs of the business, or to develop their own skill sets.
202.	Skill-based wage movements	The agreement contains a provision to link salary progression or progression through the classification structure to the attainment of a competency level in a training structure. (This is usually an industry-based certificate).
<i>Salary Provisions</i>		
203.	Flexible remuneration	The agreement allows for flexible remuneration for overtime, public holidays, annual leave loading, LSL etc. For example, instead of penalty rates for working on a public holiday, additional leave is added to annual leave, or annual leave loading may be salary sacrificed to Superannuation.
204.	LOADED WAGE RATES	This is a header field. The agreement rolls some entitlements or additional payments into a loaded hourly or annual salary. First coded in 2014.
205.	No weekend penalty rates	There is no restriction on the days which ordinary hours can be worked.
206.	Some or all public holidays absorbed	The agreement provides for some or all public holidays to be absorbed into an annualised salary or loaded hourly rate of pay.
207.	Some or all overtime absorbed	The agreement partially or completely absorbs overtime payments and incorporates them into a loaded salary (sometimes called an annualised salary).
208.	Salary allowances absorbed	The agreement provides that monetary allowances are to absorbed into the normal rates of pay. First coded in 2014 (though was previously coded up until the end of 2010).
209.	Shift loadings absorbed	Shiftwork is paid at ordinary time rates and no extra pay is received for working irregular hours.

No.	FIELD NAME	DESCRIPTION
210.	Annual leave loading absorbed	Annual leave loading is absorbed into the normal rate of pay. First coded in 2014 (though was previously coded up until the end of 2010).
211.	SALARY SACRIFICE/PACKAGING	This is a 'header' field. Employees may elect to give up part of their salary for non-cash benefits. These benefits include those listed below, and any other arrangements that might apply.
212.	Superannuation	Employees have the option to salary sacrifice into their superannuation. First coded in 2011.
213.	Childcare	Employees have the option to salary sacrifice to pay for childcare. First coded in 2011.