

General Retail Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2019 ([PR704148](#), [PR707414](#), [PR707609](#), [PR709080](#)).

Clause(s) affected by the most recent variation(s):

17—Minimum weekly wages

20—Allowances

25—National training wage

Schedule C—Supported Wage System

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/270](#); [AM2014/300](#); [AM2014/301](#); [AM2014/305](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#); [AM2016/36](#)

Long service leave – an order [[PR506544](#)] has been issued to preserve long service leave entitlements under the Division 2B State award titled *Broken Hill Commerce and Industry Consent Award 2008* [[RA120088](#)].

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Part 1—Application and Operation

1. Title

This award is the *General Retail Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR988390](#), [PR542124](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542124](#) ppc 04Dec13]

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

[2.5 varied by [PR542124](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542124](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR992088](#), [PR992124](#), [PR992724](#), [PR994449](#), [PR997207](#), [PR997772](#), [PR503607](#), [PR540640](#), [PR544243](#), [PR545959](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994449](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544243](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

[Definition of **agreement-based transitional instrument** inserted by [PR994449](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994449](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Commission** deleted by [PR994449](#) from 01Jan10]

community pharmacy means any business conducted by the employer in premises:

- (i) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or
- (ii) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies;

and

- that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and
- where other goods may be sold by retail

[Definition of **default fund employee** inserted by [PR545959](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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[Definition of **defined benefit member** inserted by [PR545959](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503607](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503607](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994449](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994449](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994449](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994449](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR545959](#) ppc 01Jan14]

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

fast food operations means taking orders for and/or preparation and/or sale and/or delivery of:

- meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale; and/or
- take away foods and beverages packaged sold or served in such a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide; and/or
- food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment

[Definition of **general retail industry** varied by [PR992724](#) ppc 29Jan10, [PR997207](#) from 01Jan10, [PR540640](#) ppc 23Aug13]

general retail industry means the sale or hire of goods or services to final consumers for personal, household or business consumption including:

- food retailing, supermarkets, grocery stores;
- department stores, clothing and soft goods retailing;

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- furniture, houseware and appliance retailing;
- recreational goods retailing;
- personal and household goods retailing;
- household equipment repair services;
- bakery shops, where the predominant activity is baking products for sale on the premises;

and includes:

- customer information and assistance provided by shopping centres or retail complexes;
- labour hire employees engaged to perform work otherwise covered by this award; and
- newspaper delivery drivers employed by a newsagent,

but does not include:

- community pharmacies;
- pharmacies in hospitals and institutions providing an in-patient service;
- hair and beauty establishments;
- hair and beauty work undertaken in the theatrical, amusement and entertainment industries;
- stand-alone butcher shops;
- stand-alone nurseries;
- retail activities conducted from a manufacturing or processing establishment other than seafood processing establishment;
- clerical functions performed away from the retail establishment;
- warehousing and distribution;
- motor vehicle retailing and motor vehicle fuel and parts retailing;
- fast food operations;
- restaurants, cafes, hotels and motels; or
- building, construction, installation, repair and maintenance contractors engaged to perform work at a retail establishment

[Definition of **MySuper product** inserted by [PR545959](#) ppc 01Jan14]

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

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[Definition of **NAPSA** deleted by [PR994449](#) from 01Jan10]

[Definition of **NES** substituted by [PR994449](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994449](#) from 01Jan10]

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

[Definition of shop with Departments/Sections inserted by [PR992724](#) ppc 29Jan10]

Shop with Departments/Sections means any shop which has clearly distinguishable Departments or Sections. A department or Section will have a dedicated Department or Section Manager and at least 3 subordinate employees who work solely or predominantly in that section

standard rate means the minimum weekly wage for a Retail Employee Level 4 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to **standard rate** means 1/38th of the weekly wage referred to above

[Definition of **transitional minimum wage instrument** inserted by [PR994449](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

video shop means any business conducted by the employer in premises where the primary function is the hire of videos, DVDs or electronic games to the public

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

4. Coverage

[Varied by [PR994449](#)]

[4.1 substituted by [PR994449](#) from 01Jan10]

4.1 This industry award covers employers throughout Australia in the general retail industry and their employees in the classifications listed in clause 16—Classifications to the exclusion of any other modern award. The award does not cover employers covered by the following awards:

- the *Fast Food Industry Award 2010*;
- the *Meat Industry Award 2010*;
- the *Hair and Beauty Industry Award 2010*; or
- the *Pharmacy Industry Award 2010*.

4.2 The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994449](#) from 01Jan10]

- 4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 inserted by [PR994449](#) from 01Jan10]

- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.5 inserted by [PR994449](#) from 01Jan10]

- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 inserted by [PR994449](#) from 01Jan10]

- 4.6** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994449](#) from 01Jan10]

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

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

5. Access to the award and the National Employment Standards

[5 varied by [PR540640](#) ppc 23Aug13]

The employer must ensure that copies of this award and the NES are easily available to all employees to whom they apply either on a noticeboard or other prominent location which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR994449](#), [PR542124](#); renamed and substituted by [PR610161](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.

- 7.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610161](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):

- (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

8.5 In clause 8:

significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610161](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR994449](#), [PR542124](#); substituted by [PR610161](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

- 10.1** Employees under this award will be employed in one of the following categories:
- full-time employees;
 - part-time employees; or
 - casual employees.
- 10.2** At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

11. Full-time employees

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

12. Part-time employees

[Varied by [PR992724](#), [PR540640](#)]

- 12.1** A part-time employee is an employee who:
- (a) works less than 38 hours per week; and
 - (b) has reasonably predictable hours of work.
- 12.2** At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
- the hours worked each day;
 - which days of the week the employee will work;
 - the actual starting and finishing times of each day;

- that any variation will be in writing;
- minimum daily engagement is three hours; and
- the times of taking and the duration of meal breaks.

- 12.3** Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.
- 12.4** The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.
- 12.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 12.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.

[12.7 varied by [PR992724](#), [PR504525](#) from 10Dec10; corrected by [PR505487](#) from 10Dec10]

- 12.7** A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 29.2—Overtime.

12.8 Rosters

- (a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee.
- (b) The rostered hours of part-time employees may be altered at any time by mutual agreement between the employer and the employee.
- (c) Rosters will not be changed except as provided in clause 12.8(a) from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.

12.9 Award entitlements

[12.9 varied by [PR540640](#) ppc 23Aug13]

A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.

12.10 Conversion of existing employees

No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A

full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.

13. Casual employees

[13—Casual employment renamed as 13—Casual employees by [PR994449](#) from 01Jan10; varied by [PR510566](#), [PR540640](#), [PR700568](#)]

13.1 A casual employee is an employee engaged as such.

[13.2 substituted by [PR540640](#) ppc 23Aug13]

13.2 A casual employee will be paid both the hourly rate payable to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.

13.3 Casual employees will be paid at the termination of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.

[13.4 varied by [PR510566](#) ppc 01Oct11]

13.4 The minimum daily engagement of a casual is three hours, provided that the minimum engagement period for an employee will be one hour and 30 minutes if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and
- (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and
- (d) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the employee.

13.5 Right to request casual conversion

[13.5 inserted by [PR700568](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2.

- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

14. Termination of employment

[14 substituted by [PR610161](#) ppc 01Nov18]

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

14.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

14.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 14.3** The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.

15. Redundancy

[Varied by [PR994449](#), [PR503607](#); [PR561478](#); substituted by [PR706959](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

15.1 Transfer to lower paid duties on redundancy

- (a) Clause 15.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

15.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 15 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

15.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 14.2 and 14.3.

Part 4—Classifications and Wage Rates

16. Classifications

- 16.1** All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.

- 16.2** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

17. Minimum weekly wages

[17 varied by [PR997881](#), [PR509035](#), [PR522866](#), [PR536669](#), [PR551592](#), [PR566669](#), [PR579749](#), [PR592099](#), [PR606328](#), [PR707414](#) ppc 01Jul19]

Classifications	Per week \$
Retail Employee Level 1	813.60
Retail Employee Level 2	833.00
Retail Employee Level 3	846.00
Retail Employee Level 4	862.50
Retail Employee Level 5	898.00
Retail Employee Level 6	911.00
Retail Employee Level 7	956.70
Retail Employee Level 8	995.50

18. Junior rates

[18 substituted by [PR549436](#) ppc 01Jul14]

- 18.1** Junior employees will be paid the following percentage of the appropriate wage rate in clause 17 from the first pay period commencing on or after 1 July 2014:

Age	% of weekly rate of pay
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age, employed by the employer for 6 months or less	90
20 years of age, employed by the employer for more than 6 months	95

- 18.2** Junior employees will be paid the following percentage of the appropriate wage rate in clause 17 from the first pay period commencing on or after 1 July 2015:

Age	% of weekly rate of pay
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age, employed by the employer for 6 months or less	90
20 years of age, employed by the employer for more than 6 months	100

19. Apprentices

[Varied by [PR544243](#); substituted by [PR544243](#) ppc 01Jan14; varied by [PR559280](#)]

19.1 Four year apprentice minimum wages

- (a) The minimum award rates of pay for apprentices completing a four-year apprenticeship and who commenced before 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4
1st year	50
2nd year	60
3rd year	80
4th year	90

- (b) The minimum award rates of pay for apprentices completing a four-year apprenticeship and who commenced on or after 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4 for apprentices who have not completed year 12	% of Retail Employee Level 4 for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	80	80
4th year	90	90

19.2 Three year apprentice minimum wages

- (a) The minimum award rates of pay for apprentices completing a three-year apprenticeship and who commenced before 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4
1st year	50
2nd year	60
3rd year	80
4th year	100

- (b) The minimum award rates of pay for apprentices completing a three-year apprenticeship and who commenced on or after 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4 for apprentices who have not completed year 12	% of Retail Employee Level 4 for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	80	80
4th year	100	100

19.3 Adult apprentice minimum wages

- (a) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship must be 80% of the minimum rate for Retail Employee Level 4 in clause 17, or the rate prescribed by clause 19.1 or 19.2 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 17, or the rate prescribed by clause 19.1 or 19.2 for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17—Minimum weekly wages in which the adult apprentice was engaged immediately prior to entering into the training agreement.

19.4 Apprentice conditions of employment

[19.4 inserted by [PR559280](#) ppc 01Jan15]

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 19.4(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause 19.4(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under clause 19.4(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.

- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

20. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR992724](#), [PR994449](#), [PR998038](#), [PR509158](#), [PR522988](#), [PR536791](#), [PR540640](#), [PR551714](#), [PR561201](#), [PR566813](#), [PR579509](#), [PR592262](#), [PR606485](#), [PR704148](#), [PR707609](#)]

20.1 Meal allowance

[20.1(a) substituted by [PR994449](#) ppc 01Jan10; varied by [PR998038](#), [PR509158](#), [PR522988](#), [PR536791](#), [PR551714](#), [PR566813](#), [PR579509](#), [PR592262](#), [PR606485](#), [PR704148](#), [PR707609](#) ppc 01Jul19]

- (a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.87. Where such overtime work exceeds four hours a further meal allowance of \$17.10 will be paid.
- (b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

20.2 Special clothing

- (a) Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.

[20.2(b) substituted by [PR992724](#) ppc 29Jan10]

- (b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:
 - (i) For a full-time employee—\$6.25 per week;
 - (ii) For a part-time or casual employee—\$1.25 per shift.

20.3 Excess travelling costs

Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.

20.4 Travelling time reimbursement

- (a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and

returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.

[20.4(b) varied by [PR994449](#) from 01Jan10]

- (b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.
- (c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.

20.5 Transfer of employee reimbursement

Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.

20.6 Transport allowance

[20.6 varied by [PR522988](#), [PR536791](#), [PR551714](#) ppc 01Jul14]

Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.

20.7 Transport of employees reimbursement

- (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.
- (b) Provided always that an employee may elect to provide their own transport.
- (c) Provided further that this clause will not apply to employees engaged under the provisions of shift-work.

20.8 Cold work disability allowance

- (a) Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the [standard rate](#).

[20.8(b) substituted by [PR992724](#) ppc 29Jan10]

- (b) An employee required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in 20.8(a) also be paid an allowance per hour, while so employed, of 2% of the [standard rate](#).

20.9 First aid allowance

Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra of 1.3% of the [standard rate](#) each week.

20.10 Recall allowance

[20.10(a) varied by [PR994449](#) from 01Jan10]

- (a) Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.
- (b) The time worked will be calculated from the time the employee leaves home until the time they return home.

20.11 Liquor licence

An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the [standard rate](#) per week.

20.12 Higher duties

Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.

20.13 Broken Hill

[20.13 varied by [PR992724](#), [PR994449](#), [PR540640](#); renamed and substituted by [PR561201](#) ppc 07May15]

An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the [standard rate](#).

20.14 Adjustment of expense related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Special clothing	Clothing and footwear group
Transport allowance	Private motoring sub-group

21. Accident pay

[Varied by [PR994449](#), [PR503607](#); 21 deleted by [PR561478](#) ppc 05Mar15]

22. Superannuation

[Varied by [PR992745](#), [PR992915](#), [PR992916](#), [PR994449](#), [PR500810](#), [PR545959](#)]

22.1 Superannuation legislation

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

22.2 Employer contributions

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

22.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

- (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 Superannuation fund

[22.4 varied by [PR994449](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) the Retail Employees Superannuation Trust (REST);

[22.4(b) inserted by [PR992745](#) from 25Jan10]

- (b) Sunsuper;

[22.4(c) inserted by [PR992915](#) from 28Jan10]

- (c) Statewide Superannuation Trust;

[22.4(d) inserted by [PR992916](#) from 28Jan10; varied by [PR500810](#) from 01Jan10]

- (d) Tasplan;

[22.4(e) inserted by [PR500810](#) from 01Jan10]

- (e) MTAA Superannuation Fund;

[22.4(b) renumbered as 22.4(c) by [PR992745](#), renumbered as 22.4(d) by [PR992915](#), renumbered as 22.4(e) by [PR992916](#), renumbered as 22.4(f) by [PR500810](#) from 01Jan10; varied by [PR545959](#) ppc 01Jan14]]

- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[20.4(g) inserted by [PR545959](#) ppc 01Jan14]

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

22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (ii) the employee remains employed by the employer.

23. Payment of wages

[23 substituted by [PR994820](#) ppc 19Mar10; varied by [PR540640](#), [PR610034](#)]

[paragraph numbered as 23.1 by [PR610034](#) ppc 01Nov18]

23.1 Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, or may be averaged over a period of a fortnight.

[New paragraph inserted by [PR540640](#) ppc 23Aug13; paragraph numbered as 23.2 by [PR610034](#) ppc 01Nov18]

23.2 All wages shall be paid on a regular pay day. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks' written notice to the employee of such change.

[paragraph numbered as 23.3 by [PR610034](#) ppc 01Nov18]

23.3 An enterprise which prior to the 1st January 2010, paid particular classifications of its employees on a monthly pay cycle may continue to pay these particular classifications of employees on a monthly pay cycle. However no employee classified at level 3 or below under this Award may be paid on a monthly pay cycle and must be paid either weekly or fortnightly.

23.4 Payment on termination of employment

[23.4 inserted by [PR610034](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer

makes an application under s.120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

24. Supported wage

[Varied by [PR988390](#)]

Supported wage arrangements for employees with a disability are contained in Schedule C of this award.

25. National training wage

[Varied by [PR988390](#); 25—Training wage renamed as National training wage and substituted by [PR593802](#) ppc 01Jul17; varied by [PR606328](#), [PR707414](#)]

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

[25.2 varied by [PR606328](#), [PR707414](#) ppc 01Jul19]

25.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *General Retail Industry Award 2010* and not the *Miscellaneous Award 2010*.

26. School-based Apprentices

[26 inserted by [PR998580](#) from 01Jul10]

School-based apprentice arrangements are contained in [Schedule E](#) of this award.

Part 5—Ordinary Hours of Work

27. Hours of work

[Varied by [PR992724](#), [PR994449](#); 26 renumbered as 27 by [PR998580](#) from 01Jul10]

27.1 This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.

27.2 Ordinary hours

- (a) Except as provided in clause 27.2(b), ordinary hours may be worked, within the following spread of hours:

Days	Spread of hours
Monday to Friday, inclusive	7.00 am–9.00 pm
Saturday	7.00 am–6.00 pm
Sunday	9.00 am–6.00 pm

[26.2(b)(i) substituted by [PR994449](#) from 01Jan10]

- (b) Provided that:

- (i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am;

[26.2(b)(ii) substituted by [PR994449](#) from 01Jan10]

- (ii) the finishing time for ordinary hours for video shops may be until 12 midnight; and

[26.2(b)(iii) inserted by [PR992724](#) ppc 29Jan10]

- (iii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00 pm.

- (c) Hours of work on any day will be continuous, except for rest pauses and meal breaks.

27.3 Maximum ordinary hours on a day

- (a) An employee may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week an employee can be rostered for 11 hours.

[26.3(b) deleted by [PR992724](#) ppc 29Jan10]

28. 38 hour week rosters

[27 renumbered as 28 by [PR998580](#) from 01Jul10]

- 28.1** A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:

- (a) 38 hours in one week;
- (b) 76 hours in two consecutive weeks;
- (c) 114 hours in three consecutive weeks; or
- (d) 152 hours in four consecutive weeks.

- 28.2** The 38 hour week may be worked in any one of the following methods:
- (a) shorter days, that is 7.6 hours;
 - (b) a shorter day or days each working week;
 - (c) a shorter fortnight, i.e. four hours off in addition to the rostered day off;
 - (d) a fixed day off in a four week cycle;
 - (e) a rotating day off in a four week cycle;
 - (f) an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles.
- 28.3** In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. An assessment may be initiated by either the employer or employees not more than once a year.
- 28.4** Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.
- 28.5** In retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.
- 28.6** Where specific agreement exists between an employer and employee, the employee may be worked on the basis of:
- (a) not more than 4 hours' work on one day in each two week cycle;
 - (b) not more than 6 hours' work on one day in each week;
 - (c) not more than 7.6 hours' work on any day.
- 28.7** **Substitute rostered days off (RDOs)**
- (a) An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
 - (b) By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.
- 28.8** **Accumulation of RDOs**
- By agreement between the employer and an employee, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.

28.9 A roster period cannot exceed four weeks.

28.10 Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.

28.11 Consecutive days off

- (a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.
- (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.
- (c) An employee can terminate the agreement by giving four weeks' notice to the employer.

28.12 Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.

28.13 Employees regularly working Sundays

- (a) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.
- (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.
- (c) An employee can terminate the agreement by giving four weeks' notice to the employer.

28.14 Notification of rosters

- (a) The employer will exhibit staff rosters on a notice board, which will show for each employee:
 - (i) the number of ordinary hours to be worked each week;
 - (ii) the days of the week on which work is to be performed; and
 - (iii) the commencing and ceasing time of work for each day of the week.
- (b) The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person.
- (c) Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement with the employee prior to the employee arriving for work.

- (d) Any permanent roster change will be provided to the employee in writing with a minimum seven days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter in accordance with clause 9—Dispute resolution, of this award.
- (e) Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay.
- (f) An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.

29. Overtime and penalties

[Varied by [PR992724](#), [PR994449](#), [PR504525](#), [PR539248](#), [PR540640](#); 28 renumbered as 29 by [PR998580](#) from 01Jul10; 29 varied by [PR585796](#), [PR593953](#), [PR598494](#), [PR701872](#)]

29.1 Reasonable overtime

[29.1(a) varied by [PR598494](#) ppc 01Jan18]

- (a) Subject to clause 29.1(b) an employer may require an employee to work reasonable overtime at overtime rates in accordance with the provisions of this clause.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

29.2 Overtime

[29.2 substituted by [PR504525](#); corrected by [PR505487](#); substituted by [PR598494](#) ppc 01Jan18]

- (a) Hours worked in excess of the ordinary hours of work, outside the span of hours (excluding shiftwork), or roster conditions prescribed in clauses 27 and 28 are to be paid at time and a half for the first three hours and double time thereafter.

- (b) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3 will be paid at time and a half for the first three hours and double time thereafter.
- (c) Hours worked by casual employees:
 - (i) in excess of 38 ordinary hours per week or, where the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;
 - (ii) outside of the span of ordinary hours for each day specified in clause 27.2;
 - (iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week;shall be paid at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading).
- (d) The rate of overtime for full-time and part-time employees on a Sunday is double time, and on a public holiday is double time and a half.
- (e) The rate of overtime for casual employees on a Sunday is 225% of the ordinary hourly rate of pay, and on a public holiday is 275% of the ordinary hourly rate of pay (inclusive of the casual loading).
- (f) Overtime is calculated on a daily basis.

29.3 Time off instead of payment for overtime

[28.3 renamed and varied by [PR994449](#); 29.3 renamed and substituted by [PR585796](#) ppc14Dec16]

- (a) An employee and employer may agree 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 29.2(a) an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.
- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 29.2(a) 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 29.2(a) 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 29.2(a) 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 29.3.

29.4 Penalty payments

(a) Evening work Monday to Friday—full-time or part-time employee

[29.4(a) renamed and substituted by [PR701872](#) ppc 01Nov18]

A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee after 6.00 pm.

(b) Evening work Monday to Friday—casual employee

[New 29.4(b) inserted by [PR701872](#) ppc 01Nov18]

(i) From 1 November 2018 to 30 September 2019

A penalty payment of an additional 30% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(ii) From 1 October 2019 to 29 February 2020

A penalty payment of an additional 35% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(iii) From 1 March 2020 to 30 September 2020

A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(iv) From 1 October 2020 to 28 February 2021

A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(v) From 1 March 2021

A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(c) Saturday work—full-time or part-time employee

[29.4(b) substituted by [PR540640](#); 29.4(b) renumbered as 29.4(c), renamed and substituted by [PR701872](#) ppc 01Nov18]

A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee on a Saturday.

(d) Saturday work—casual employee

[New 29.4(d) inserted by [PR701872](#) ppc 01Nov18]

(i) From 1 November 2018 to 30 September 2019

A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).

(ii) From 1 October 2019 to 29 February 2020

A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).

(iii) From 1 March 2020

A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).

(e) Sunday work

[28.4(c) varied by [PR992724](#); 29.4(c) substituted by [PR593953](#) ppc 01 July 2017; 29.4(d) renumbered as 29.4(e) by [PR701872](#) ppc 01Nov18]

(i) From 1 July 2017 to 30 June 2018

A penalty payment of an additional 95% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty

payment of an additional 95% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(ii) From 1 July 2018 to 30 June 2019

A penalty payment of an additional 80% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 85% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(iii) From 1 July 2019 to 30 June 2020

A penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(iv) From 1 July 2020

A penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(f) Public holidays

[29.4(d) substituted by [PR539248](#) ppc 01Aug13; 29.4(d) renumbered as 29.4(f) by [PR701872](#) ppc 01Nov18]

[29.4(d)(i) substituted by [PR593953](#) ppc 01Jul17; 29.4(f)(i) varied by [PR701872](#) ppc 01Nov18]

- (i)** Work on a public holiday must be compensated by payment of an additional 125% loading for all hours worked by a full-time or part-time employee. A penalty payment of an additional 150% loading will apply for all hours worked by a casual employee (inclusive of the casual loading).
- (ii)** Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either:
 - (A)** An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or
 - (B)** An additional day or equivalent time as annual leave.
- (iii)** The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.
- (iv)** If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 29.4(f)(i).

30. Shiftwork

[29 renumbered as 30 by [PR998580](#) from 01Jul10; varied by [PR701872](#)]

30.1 Application of clause

- (a) This clause will apply only to persons specifically employed as shiftworkers under this award.
- (b) This clause does not apply to an employee who is employed as a non shiftworker and who does additional hours or overtime.

30.2 Shiftwork definition—other than Baking production employees

[29.2—Shiftwork definition renamed as Shiftwork definition—other than Baking production employees by [PR994820](#) ppc 19Mar10]

- (a) For the purposes of this clause **shiftwork** means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.
- (b) Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.
- (c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.

30.3 Rate of pay for shiftwork

[30.3(a) varied by [PR701872](#) ppc 01Nov18]

- (a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

[30.3(b) varied by [PR701872](#) ppc 01Nov18]

- (b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

(c) Shiftwork performed on a Sunday

[30.3(c) renamed and substituted by [PR701872](#) ppc 01Nov18]

(i) From 1 November 2018 to 30 June 2019

Any shiftwork performed on a Sunday will be paid at the rate of 195% (220% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

(ii) From 1 July 2019 to 30 June 2020

Any shiftwork performed on a Sunday will be paid at the rate of 190% (215% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

(iii) From 1 July 2020

Any shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

- (d) Where an employee elects to work on a public holiday shift then the provisions set out in clause 29.4(f) will apply for all hours of the shift.
- (e) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday shift such employee will be entitled to be absent without loss of pay.
- (f) Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of clause 29.4(f) relating to such holiday will apply only to the day so substituted.

30.4 Baking production employees – Early morning shifts

[29.4 inserted by [PR994820](#) ppc 19Mar10]

[30.4(a) varied by [PR701872](#) ppc 01Nov18]

- (a) A baking production employee who commences a shift at or after 2:00 am and before 6:00 am will be entitled to an early morning shift allowance of 12.5% (37.5% for casuals, inclusive of the casual loading) for the shift.

[30.4(a) varied by [PR701872](#) ppc 01Nov18]

- (b) A baking production employee who commences a shift prior to 2:00 am will be entitled to a night shift allowance of 30% (55% for casuals, inclusive of the casual loading) for the shift.
- (c) The rates of pay for Saturday, Sunday and public holidays will be the same as for other shiftworkers.
- (d) These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and nine hours per day.

30.5 Rest breaks and meal breaks

[29.4 renumbered as 29.5 by [PR994820](#) ppc 19Mar10]

Notwithstanding the provision of clause 31.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

30.6 General operation of the award

[29.5 renumbered as 29.6 by [PR994820](#) ppc 19Mar10]

Unless specifically modified by or contrary to the operation of this clause all provisions of this award apply to shiftworkers.

30.7 Rosters

[29.6 renumbered as 29.7 by [PR994820](#) ppc 19Mar10]

- (a) Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.
- (b) Rosters of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.

31. Breaks

[30 renumbered as 31 by [PR998580](#) from 01Jul10; varied by [PR504525](#), [PR505487](#), [PR540640](#)]

31.1 Breaks during work periods

- (a) Breaks will be given as follows:

[31.1(a) varied by [PR540640](#) ppc 23Aug13]

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 10 minute rest break	No meal break
Work more than 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

- (b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.
- (c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.

[New 31.1(d) inserted by [PR504525](#) from 10Dec10; corrected by [PR505487](#) from 10Dec10]

- (d) No employee can work more than 5 hours without a meal break.

[31.1(d) renumbered as (e) by [PR504525](#) from 10Dec10; corrected by [PR505487](#) from 10Dec10]

- (e) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.

[31.1(e) renumbered as (f) by [PR504525](#) from 10Dec10; corrected by [PR505487](#) from 10Dec10]

- (f) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.

[31.1(f) renumbered as (g) by [PR504525](#) from 10Dec10; corrected by [PR505487](#) from 10Dec10]

- (g) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.

31.2 Breaks between work periods

- (a) All employees will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- (b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- (c) By agreement between an employer and an employee or employees the period of 12 hours may be reduced to not less than 10 hours.

31A. Requests for flexible working arrangements

[31A inserted by [PR701395](#) ppc 01Dec18]

31A.1 Employee may request change in working arrangements

Clause 31A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 31A is an addition to s.65.

31A.2 Responding to the request

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

- (a) the needs of the employee arising from their circumstances;

- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

31A.3 What the written response must include if the employer refuses the request

Clause 31A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 31A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 31A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

31A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 31A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

31A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 31A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

32. Annual leave

[31 renumbered as 32 by [PR998580](#) from 01Jul10; varied by [PR583010](#)]

32.1 Annual leave is provided for in the NES.

32.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

32.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum weekly wages of this award. Annual leave loading is payable on leave accrued.

(b) The loading will be as follows:

(i) Day work

Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) Shiftwork

Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

32.4 Annual leave in advance

[32.4 renamed and substituted by [PR583010](#) ppc 29Jul16]

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

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 32.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

(c) The employer must keep a copy of any agreement under clause 32.4 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 32.4, the employer may deduct from any money due to the employee on termination an amount equal to the

amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

32.5 Close-down

[32.5 renamed and substituted by [PR583010](#) ppc 29Jul16]

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.

32.6 Excessive leave accruals: general provision

[32.6 inserted by [PR583010](#) ppc 29Jul16]

Note: Clauses 32.6 to 32.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 32.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 32.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[32.7 inserted by [PR583010](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 32.7(b)(i).

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

32.8 Excessive leave accruals: request by employee for leave

[32.8 inserted by [PR583010](#); substituted by [PR583010](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 32.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 32.7(a) that, when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 32.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

32.9 Cashing out of annual leave

[32.9 inserted by [PR583010](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 32.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 32.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 32.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 32.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.9.

Note 3: An example of the type of agreement required by clause 32.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

33. Personal/carer's leave and compassionate leave

[32 renumbered as 33 by [PR998580](#) from 01Jul10]

- 33.1** Personal/carer's leave and compassionate leave are provided for in the NES.
- 33.2** Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
- 33.3** Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

34. Public holidays

[33 renumbered as 34 by [PR998580](#) from 01Jul10]

- 34.1** Public holidays are provided for in the NES.
- 34.2** An employer and a majority of employees may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the employee must be paid at public holiday rates.

35. Community service leave

[34 renumbered as 35 by [PR998580](#) from 01Jul10]

Community service leave is provided for in the NES.

36. Leave to deal with Family and Domestic Violence

[36 inserted by [PR609317](#) ppc 01Aug18]

- 36.1** This clause applies to all employees, including casuals.

36.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.

36.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

36.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

36.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

36.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

36.7 Confidentiality

- (a)** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

36.8 Compliance

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.

Schedule A—Transitional Provisions

[Varied by [PR988390](#), [PR994449](#), [PR503607](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994449](#) from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994449](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994449](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994449](#) from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994449](#) from 01Jan10]

- A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.
- A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
- A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

- A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994449](#) from 01Jan10]

- A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994449](#) from 01Jan10]

- A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994449](#) from 01Jan10]

- A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

- A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

- A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 substituted by [PR994449](#) from 01Jan10]

- A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

- A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994449](#) from 01Jan10]

- A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

- A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503607](#) ppc 01Jan11]

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

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- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

[Sched B varied by [PR988390](#), [PR992724](#), [PR540640](#)]

B.1 Retail Employee Level 1

B.1.1 An employee performing one or more of the following functions at a retail establishment:

- the receiving and preparation for sale and or display of goods in or about any shop;
- the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
- the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
- the sale or hire of goods by any means;
- the receiving, arranging or making payment by any means;
- the recording by any means of a sale or sales;
- the wrapping or packing of goods for despatch and the despatch of goods;
- the delivery of goods;
- window dressing and merchandising;
- loss prevention;
- demonstration of goods for sale;
- the provision of information, advice and assistance to customers;
- the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;
- all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services;
- Clerical Assistants functions Level 1; or
- work which is incidental to or in connection with any of the above.

B.1.2 Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.

[B.1.3 varied by [PR540640](#) ppc 23Aug13]

B.1.3 Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:

- Shop Assistant,
- Clerical Assistant,
- Check-out Operator,
- Store Worker,
- Reserve Stock Hand,
- Driver,
- Boot/Shoe Repairer (Not Qualified),
- Window Dresser (Not Qualified),
- LPO,
- Photographic Employee,
- Store Greeter,
- Assembler,
- Ticket Writer (Not Qualified),
- Trolley Collector,
- Video Hire Worker,
- Telephone Order Salesperson,
- Door-to-door Salesperson, or Retail Outdoor Salesperson, and,
- Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer).

B.1.4 **Clerical Assistant** means an employee accountable for clerical and office tasks as directed within the skill levels set out.

B.1.5 Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

B.1.6 Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

B.1.7 Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may

be required to give assistance to less experienced employees in the same classification.

B.1.8 Indicative typical duties and skills at this level may include:

- reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
- maintenance of basic records;
- filing, collating, photocopying etc;
- handling or distributing mail including messenger service;
- recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or
- the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

B.2 Retail Employee Level 2

B.2.1 An employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.

B.2.2 Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:

- Forklift Operator,
- Ride on Equipment Operator.

B.3 Retail Employee Level 3

B.3.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.

B.3.2 Indicative of the tasks which might be required at this level are the following:

- Supervisory assistance to a designated section manager or team leader,
- Opening and closing of premises and associated security,
- Security of cash, or
- Fitting of surgical corset.

B.3.3 Indicative job titles which are usually within the definition of a Retail Employee 3 include:

- Machine operators,
- 2IC to Dept Manager,
- Senior Salesperson,

- Corsetiere,
- Driver Selling Stock,
- Cook (Not Qualified) in a cafeteria,
- Senior LPO, including an armed LPO,
- LPO Supervisor,
- Designated second-in-charge of a section (i.e. senior sales assistant),
- Designated second-in-charge to a service supervisor, or
- Person employed alone, with responsibilities for the security and general running of a shop.

B.4 Retail Employee Level 4

B.4.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 3.

B.4.2 Indicative of the tasks which might be required at this level are the following:

- Management of a defined section/department,
- Supervision of up to 4 sales staff (including self),
- Stock control,
- Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.,
- An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or
- Clerical functions Level 2.

B.4.3 Indicative job titles which are usually within the definition of a Retail Employee 4 include:

[B.4.3 varied by [PR992724](#) ppc 29Jan10]

- An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments,
- An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist,
- An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work,
- A Qualified Auto Parts and Accessories Salesperson,
- A Window Dresser (Cert III or equivalent experience),
- A Boot/Shoe Repairer (Cert III),

- A Shiftwork Supervisor,
- Section/Department manager with up to 2 employees (including self),
- Service Supervisor of up to 15 employees,
- Nightfill Supervisor/Leader,

B.4.4 Clerical Officer Level 2 characteristics:

- This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.
- Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
- The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

B.4.5 Indicative typical duties and skills at this level may include:

- Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.
- Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.
- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- Copy typing and audio typing.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - (i) reconciliation of accounts to balance;
 - (ii) incoming/outgoing cheques;
 - (iii) invoices;
 - (iv) debit/credit items;
 - (v) payroll data;
 - (vi) petty cash Imprest System;

(vii) letters etc.

- Computer application involving use of a software package which may include one or more of the following functions:
 - (i) create new files and records;
 - (ii) spreadsheet/worksheet;
 - (iii) graphics;
 - (iv) accounting/payroll file;
 - (v) following standard procedures and using existing models/fields of information.
- Arrange routine travel bookings and itineraries, make appointments.
- Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

B.5 Retail Employee Level 5

B.5.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.

B.5.2 Indicative job titles which are usually within the definition of a Retail Employee 5 include:

- A tradesperson in charge of other tradespersons within a section or department,
- Service Supervisor (more than 15 employees).

B.6 Retail Employee Level 6

B.6.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5.

B.6.2 Indicative job titles which are usually within the definition of a Retail Employee 6 include:

- Section/Department manager with 5 or more employees (including self),
- Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management),

[B.6.2 varied by [PR992724](#) ppc 29Jan10]

- Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections,
- Clerical Officer Level 3.

B.6.3 Clerical Officer Level 3 characteristics:

- Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general

guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

- Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

B.6.4 Indicative typical duties and skills at this level may include:

- Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.
- Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - (i) create new files and records;
 - (ii) maintain computer based records management systems;
 - (iii) identify and extract information from internal and external sources;
 - (iv) use of advanced word processing/keyboard functions.
- Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- Application of specialist terminology/processes in professional offices.

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.7 Retail Employee Level 7

B.7.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.

B.7.2 Indicative job titles which are usually within the definition of a Retail Employee Level 7 include:

- Visual Merchandiser (diploma),
- Clerical Officer Level 4.

B.7.3 **Clerical Officer Level 4** characteristics:

- Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They

would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

- They exercise initiative, discretion and judgment at times in the performance of their duties.
- They are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration.

B.7.4 Indicative typical duties and skills at this level may include:

- Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:
 - (i) employment conditions
 - (ii) workers compensation procedures and regulations
 - (iii) superannuation entitlements, procedures and regulations
- *Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - (i) create new files and records;
 - (ii) maintain computer based management systems;
 - (iii) identify and extract information from internal and external sources;
 - (iv) use of advanced word processing/keyboard functions.

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.8 Retail Employee Level 8

B.8.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.

B.8.2 A person with a Diploma qualification.

B.8.3 Indicative job titles which are usually within the definition of a Retail Employee 8 include:

[B.8.3 varied by [PR992724](#) ppc 29Jan10]

- A Shop Manager of a shop with Departments/Sections, or
- Clerical Officer Level 5.

B.8.4 Clerical Officer Level 5 characteristics:

- Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
- Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.
- They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgment in the performance of their duties.
- The possession of relevant post secondary qualifications may be appropriate but not essential.

B.8.5 Indicative typical duties and skills at this level may include:

- Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- Provide reports for management in any or all of the following areas:
 - (i) account/financial
 - (ii) staffing
 - (iii) legislative requirements
 - (iv) other company activities.
- Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

Schedule C—Supported Wage System

[Varied by [PR988390](#); Sched C substituted by [PR994449](#) ppc 01Jan10; varied by [PR994449](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542124](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606330](#), [PR709080](#)]

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

[C.2 varied by [PR568050](#) ppc01Jul15]

- C.2** In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

- C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

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

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

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606330](#), [PR709080](#) ppc 01Jul19]

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

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542124](#) ppc 04Dec13]

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

[C.6.2 varied by [PR542124](#) ppc 04Dec13]

- C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606330](#), [PR709080](#) ppc 01Jul19]

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

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

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Varied by [PR988390](#); Sched D substituted by [PR994449](#) ppc 1Jan10; varied by [PR997881](#), [PR509035](#), [PR522866](#), [PR536669](#), [PR545787](#), [PR551592](#), [PR566669](#), [PR579749](#); deleted by [PR593802](#) ppc 01Jul17]

Schedule E—School-based Apprentices

[Sched E inserted by [PR998580](#) from 01Jul10; varied by [PR544243](#)]

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[E.8 substituted by [PR544243](#) ppc 01Jan14]

- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.

[E.9 substituted by [PR544243](#) ppc 01Jan14]

- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[E.10 substituted by [PR544243](#) ppc 01Jan14]

- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule F—Part-day Public Holidays

[Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

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

F.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.

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- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR583010](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR583010](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____