

General Retail Industry Award 2010

The above award was first made on 19 December 2008 [[PR985114](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988390](#)]; 22 December 2009 [[PR992088](#)]; 22 December 2009 [[PR992124](#)]; 25 January 2010 [[PR992745](#)]; 28 January 2010 [[PR992915](#)]; 28 January 2010 [[PR992916](#)]; 29 January 2010 [[PR992724](#)]; 19 March 2010 [[PR994820](#)]; 26 March 2010 [[PR994449](#)]; 18 May 2010 [[PR997207](#)]; 4 June 2010 [[PR997772](#)]; 18 June 2010 [[PR998038](#)]; 18 June 2010 [[PR997881](#)]

There are current applications to vary this award: 16 February 2010 [[AM2010/16](#)]; 18 February 2010 [[AM2010/17](#)]; 10 March 2010 [[AM2010/39](#)]; 10 March 2010 [[AM2010/44](#)]; 1 April 2010 [[AM2010/43](#)]; 20 May 2010 [[AM2010/65](#)]

NOTE: **Transitional provisions** may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

This [link](#) is to the version of this modern award in operation prior to 1 July 2010. It does not include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

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Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

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 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

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

2.6 Fair Work Australia 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 [PR992724](#), [PR994449](#), [PR997207](#), [PR997772](#)]

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 **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 **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)

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

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- 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](#), [PR997207](#) from 01Jan10]

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

- food retailing, supermarkets, grocery stores;
- department stores, clothing and soft goods retailing;
- furniture, houseware and appliance retailing;
- recreational goods retailing;
- personal and household goods retailing;
- household equipment repair services;
- bakery shops;

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;

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- 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 **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*;

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- 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, 4.5 and 4.6 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 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 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

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard 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. Award flexibility

[Varied by [PR994449](#)]

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

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

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

- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

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

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

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

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[7.5 deleted by [PR994449](#) from 01Jan10]

[7.6 renumbered as 7.5 by [PR994449](#) from 01Jan10]

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

[New 7.6 inserted by [PR994449](#) from 01Jan10]

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1,

the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

[Varied by [PR994449](#)]

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

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

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

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

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

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

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

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

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](#)]

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](#) ppc 29Jan10]

- 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 28.2—Overtime (excluding shiftwork).

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

A part-time employee will be entitled to payments in respect of annual leave, public holidays, sick leave and bereavement 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 renamed by [PR994449](#) from 01Jan10]

- 13.1** A casual employee is an employee engaged as such.
- 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. A casual employee is not entitled to the additional penalty payment for evening work and Saturday work in clause 28.4 but must be paid an additional 10% for work performed on a Saturday between 7.00 am and 6.00 pm.

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 The minimum daily engagement of a casual is three hours.

14. Termination of employment

14.1 Notice of termination is provided for in the NES.

14.2 Notice of termination by an employee

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

14.3 Job search entitlement

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

15. Redundancy

[Varied by [PR994449](#)]

15.1 Redundancy pay is provided for in the NES.

15.2 Transfer to lower paid duties

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

15.3 Employee leaving during notice period

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

15.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 14.3.

15.5 Transitional provisions

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

- (a) Subject to clause 15.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 15.5 ceases to operate on 31 December 2014.

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](#) ppc 01Jul10]

Classifications	Per week
	\$
Retail Employee Level 1	626.00
Retail Employee Level 2	641.00
Retail Employee Level 3	651.00
Retail Employee Level 4	663.60
Retail Employee Level 5	691.00
Retail Employee Level 6	701.00
Retail Employee Level 7	736.00
Retail Employee Level 8	766.00

18. Junior rates

Junior employees will be paid the following percentage of the appropriate wage rate in clause 17:

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	90

19. Apprentices

19.1 The minimum award rates of pay for apprentices completing a four-year apprenticeship are:

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

19.2 The minimum award rates of pay for apprentices completing a three-year apprenticeship are:

Year of apprenticeship	% of Retail Employee Level 4
1st year	50

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

20. Allowances

[Varied by [PR992724](#), [PR994449](#), [PR998038](#)]

20.1 Meal allowance

[20.1(a) substituted by [PR994449](#), varied by [PR998038](#) ppc 01Jul10]

- (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 \$15.27. Where such overtime work exceeds four hours a further meal allowance of \$13.82 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

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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

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 \$0.74 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

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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 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

[20.13(a)(i) substituted by [PR994449](#) from 01Jan10]

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

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

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

- (ii) that would have entitled the employee to payment of a district allowance.

[20.13(c) inserted by [PR992724](#) ppc 29Jan10]

(c) Broken Hill

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

[20.13(c) renumbered as 20.13(d) by [PR992724](#) ppc 29Jan10, varied by [PR994449](#) from 01Jan10]

- (d) Clause 20.13 ceases to operate on 31 December 2014.

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](#)]

- 21.1** Subject to clause 21.2, an employee is entitled to accident pay in accordance with the terms of:

[21.1(a) substituted by [PR994449](#) from 01Jan10]

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

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

- 21.2** The employee's entitlement to accident pay under the notional agreement preserving a State award or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

21.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

21.4 This clause ceases to operate on 31 December 2014.

22. Superannuation

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

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

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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]

- (d) Tasplan; or

[22.4(b) renumbered as 22.4(c) by [PR992745](#), renumbered as 22.4(d) by [PR992915](#), renumbered as 22.4(e) by [PR992916](#) from 28Jan10]

- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

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]

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.

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.

24. Supported wage

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

25. Training wage

Training Wage arrangements are contained in Schedule D of this award.

Part 5—Ordinary Hours of Work

26. Hours of work

[Varied by [PR992724](#), [PR994449](#)]

26.1 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.

26.2 Ordinary hours

(a) Except as provided in clause 26.2(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) and (ii) 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;

(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.

26.3 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]

27. 38 hour week rosters

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 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.

27.6 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.

27.7 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.

27.8 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.

27.9 A roster period cannot exceed four weeks.

27.10 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.

27.11 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.

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

27.13 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.

27.14 Notification of rosters

- (a) The employer will exhibit staff rosters on a notice board, which will show for each employee:

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- (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.

28. Overtime and penalties

[Varied by [PR992724](#), [PR994449](#)]

28.1 Reasonable overtime

- (a) Subject to clause 28.1(b) an employer may require an employee other than a casual 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.

28.2 Overtime (excluding shiftwork)

Hours worked in excess of the ordinary number of hours of work prescribed in clause 27.1 are to be paid at time and a half for the first three hours and double time thereafter.

28.3 Time off instead of payment

[28.3 renamed by [PR994449](#) from 01Jan10]

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

- (a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.
- (b) Such time off will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer may be accumulated and taken as part of annual leave.

[28.3(c) substituted by [PR994449](#) from 01Jan10]

- (c) Time off instead of payment for overtime will equate to the overtime rate, i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.

28.4 Penalty payments

(a) Evening work Monday to Friday

A penalty payment of an additional 25% will apply for ordinary hours worked after 6.00 pm. This does not apply to casuals.

(b) Saturday work

A penalty payment of an additional 25% will apply for ordinary hours worked on a Saturday. This does not apply to casuals.

(c) Sunday work

[28.4(c) varied by [PR992724](#) ppc 29Jan10]

A penalty payment of an additional 100% loading will apply for all hours worked on a Sunday. This penalty payment also applies to casual employees instead of the casual loading in clause 13.2.

(d) Public holidays

Work on a public holiday must be compensated by either:

- (i) payment at the rate of an additional 150%;

[28.4(d)(ii) varied by [PR994449](#) from 01Jan10]

- (ii) an equivalent day or equivalent time off instead without loss of pay; or
- (iii) an additional day or equivalent time as annual leave.

29. Shiftwork

29.1 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.

29.2 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.

29.3 Rate of pay for shiftwork

- (a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals) of the ordinary time rate of pay.
- (b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals) of the ordinary time rate of pay.
- (c) Any shiftwork performed on a Sunday will be paid at the rate of 200% (225% for casuals) 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 28.4(d) 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 28.4(d) relating to such holiday will apply only to the day so substituted.

29.4 Baking production employees – Early morning shifts

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

- (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) for the shift.

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- (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) 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.

29.5 Rest breaks and meal breaks

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

Notwithstanding the provision of clause 30.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

29.6 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.

29.7 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.

30. Breaks

30.1 Breaks during work periods

- (a) Breaks will be given as follows:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but less than 5 hours	One 10 minute rest break	No meal break
Work 5 hours or more 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.

Hours worked	Rest break	Meal break
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.
- (d) 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.
- (e) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.
- (f) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.

30.2 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.

Part 6—Leave and Public Holidays

31. Annual leave

31.1 Annual leave is provided for in the NES.

31.2 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.

31.3 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.

31.4 Paid leave in advance of accrued entitlement

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

31.5 Requirement to take leave notwithstanding terms of the NES

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

(a) as part of a close-down of its operations; or

(b) where more than eight weeks' leave is accrued.

32. Personal/carer's leave and compassionate leave

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

32.2 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.

32.3 Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

33. Public holidays

33.1 Public holidays are provided for in the NES.

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- 33.2** 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.

34. Community service leave

Community service leave is provided for in the NES.

Schedule A—Transitional Provisions

[Varied by [PR994449](#)]

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.

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- 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.

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[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.

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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.

Schedule B—Classifications

[Sched B varied by [PR992724](#)]

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

- Shop Assistant,
- Clerical Assistant,

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- 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, 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.

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- 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.

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- 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;

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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.

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- 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

[Sched C inserted by [PR994449](#)]

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 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 Education, Employment and Workplace Relations 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 Provided that the minimum amount payable must be not less than \$71 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 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 Fair Work Australia.

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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia 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 The minimum amount payable to the employee during the trial period must be no less than \$71 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

[Sched D inserted by [PR994449](#); varied by [PR997881](#)]

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.

D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.

D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

[D.5 substituted by [PR997881](#) ppc 01Jul10]

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	336.00
Plus 1 year out of school	282.00	336.00	391.00
Plus 2 years out of school	336.00	391.00	455.00
Plus 3 years out of school	391.00	455.00	521.00
Plus 4 years out of school	455.00	521.00	
Plus 5 or more years out of school	521.00		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	376.00
Plus 2 years out of school	327.00	376.00	441.00
Plus 3 years out of school	376.00	441.00	503.00
Plus 4 years out of school	441.00	503.00	
Plus 5 or more years out of school	503.00		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	368.00
Plus 2 years out of school	327.00	368.00	411.00
Plus 3 years out of school	368.00	411.00	458.00
Plus 4 years out of school	411.00	458.00	
Plus 5 or more years out of school	458.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of	Second and
	traineeship	subsequent years of
	per week	per week
	\$	\$
Wage Level A	541.00	562.00
Wage Level B	522.00	542.00
Wage Level C	475.00	493.00

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	11.05
Plus 1 year out of school	9.28	11.05	12.86
Plus 2 years out of school	11.05	12.86	14.97
Plus 3 years out of school	12.86	14.97	17.14
Plus 4 years out of school	14.97	17.14	
Plus 5 or more years out of school	17.14		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.37
Plus 2 years out of school	10.76	12.37	14.51
Plus 3 years out of school	12.37	14.51	16.55
Plus 4 years out of school	14.51	16.55	
Plus 5 or more years out of school	16.55		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.11
Plus 2 years out of school	10.76	12.11	13.52
Plus 3 years out of school	12.11	13.52	15.07

	Highest year of schooling completed		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
Plus 4 years out of school	13.52	15.07	
Plus 5 or more years out of school	15.07		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
8.42	9.28

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per hour \$	Second and subsequent years of traineeship per hour \$
Wage Level A	17.80	18.49
Wage Level B	17.17	17.83
Wage Level C	15.63	16.22

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee 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.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and 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 trainee's wages and determining the trainee's employment conditions.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II

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Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III