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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T12940 of 2007)
Private Sector Awards
Public Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2007 – application amended - application to vary private and public sector awards – award wage rates to be increased by $22.70 per week - wage related allowances to be increased by 3.8% – meal allowance increased to $14.10 - State Minimum Wage rate determined at $527.10 - s.35(1)(b) – operative date ffpp 1 August 2007

RETAIL TRADES AWARD

ORDER –

No. 1 of 2007
(Consolidated)

AMEND THE **RETAIL TRADES AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

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1. TITLE

This award shall be known as the "Retail Trades Award".

2. SCOPE

This award is established in respect of the industry of selling goods by retail in shops other than those within the jurisdiction of Automotive Industries, Bakers, Chemists, and Meat Trades Awards but including the selling by retail of cooked or other prepared food which is not to be consumed on the sellers' premises, where those premises are principally used for the retailing of other goods.

3. ARRANGEMENT

SUBJECT MATTER	CLAUSE NO.
Title	1
Scope	2
Arrangement	3
Date of Operation	4
Supersession & Savings	5
Parties & Persons Bound	6
Definitions	7
Wage Rates	8
Annualized Salary Agreements	9
Annual Leave	10
Bereavement Leave	11
Casual Employees	12
Clothing	13
Contract of Employment	14
Enterprise Agreements	15
Estimating Service	16
Holidays with Pay	17
Holiday Work	18
Hours of Work	19
Loaded Hourly Rate	20
Mixed Functions	21
Overtime	22
Parental Leave	23
Part-time Employees	24
Payment of Wages	25
Personal Leave	26
Ratio of Juniors to Adult Employees	27
Rest Periods	28
Right of Entry of Union Officials	29
Rosters	30

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Savings 31
Special Provisions - Nightfill 32
Steward 33
Structural Efficiency 34
Sunday Work 35
Superannuation 36
Tea Money 37
Transport workers - Conditions of Employment 38

Schedule 1

4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2007.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Retail Trades Award No. 2 of 2006 (Consolidated).

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;

(b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;

(c) the following organisations of employees in respect of whom award interest has been determined:-

(i) the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;

(ii) the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;

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(iii) the National Union of Workers (Central Branch), and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;

(iv) the Shop, Distributive and Allied Employees Association, Tasmanian Branch, and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and

(v) Transport Workers' Union of Australia (Victorian/Tasmanian Branch), and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope.

(d) the following organisations of employers in respect of whom award interest has been determined:

(i) the Australian Retailers Association - Tasmania Division and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;

(ii) the Retail Traders Association of Tasmania and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 – Scope;

(iii) the Tasmanian Farmers and Graziers Employers Association and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and

(iv) the Tasmanian Newsagents Association Ltd and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;

(v) the Tasmanian Chamber of Commerce and Industry Limited;

(vi) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

'Casual employee' means any person specifically engaged to work on an irregular basis, as and when required by mutual consent between employer and employee, but does not include any person employed on a **part-time** or full-time basis.

'Industrial Commission' means Tasmanian Industrial Commission.

'Launceston' for the purpose of this award shall mean the area within 11 kilometres from the Chief Post Office at Launceston.

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'Nightfill' means the replenishing of fixtures and/or shelves in a shop in the ordinary hours expressed in Clause 19 - Hours of Work subclauses 1(a), (b), (c), (d), (e), (f) and (g).

'Part-time employee' is one engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

RETAIL EMPLOYEE GRADE 1 Relativity 85%

- This is the adult entry point for employees engaged in a sales, stores or clerical function with less than 6 months relevant experience in the retail industry, either as a junior or an adult.

- Such employees shall be advanced to a higher graded position after 6 months service. This shall mean 830 hours actual service.

- This grade also applies to an employee engaged predominantly on cleaning duties. **PROVIDED** that there shall be no automatic advancement to a higher graded position after 6 months service.

RETAIL EMPLOYEE GRADE 2 Relativity 92.1%

General Description:

This is the main operating classification within the industry. Employees at this level would work under supervision, have sound interpersonal skills and exercise limited discretion.

Tasks:

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

- Sales and customer assistance, cash register operation, wrapping and packaging

- Stock display

- Reordering of stock not requiring the exercise of discretion as to price, quality or type

- Driving of light vehicles incidental to sales or store duties

- Licensed operation of appropriate materials handling equipment

- General stores duties including operation of VDU

- Basic clerical functions including operation of telephone/intercom systems, facsimile machines, mail functions, preparation and allotting of documents, processing of credit charges, filing of documents and records using an established paper based filing system

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- Basic keyboard and VDU functions which are incidental to an employee's primary task.

Employment Categories:

The following employment categories would normally be found at this level.

- Sales Assistant
- Clerical Assistant
- Storesperson

RETAIL EMPLOYEE GRADE 3 Relativity 96%

General Description:

Employees at this level are required to operate at a higher level than that expected of a Retail Employee Grade 2. In the main, employees will have designated supervisory, security or operational responsibilities and will be required to exercise discretion. Employees are responsible and accountable for their own work.

Tasks:

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
- Fitting of surgical corsets
- Advanced Floristry tasks
- General clerical functions including intermediate keyboard skills and word processing

Employment Categories:

The following employment categories would normally be found at this level.

- Designated second-in-charge of a section (i.e. senior sales assistant)
- Designated second-in-charge to a service supervisor
- Person employed alone, with responsibilities for the security and general running of a shop

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- Storesperson with supervisory role
- Floristry tradesperson
- General clerical officer, typist
- Corsetiere

RETAIL EMPLOYEE GRADE 4 Relativity 100%

General Description:

Employees at this level exercise skill and responsibilities equivalent to that of tradesperson. In most cases employees at this level will be in supervisory positions and be required to exercise both discretion and initiative. Employees are required to implement policy matters within their functional areas.

Tasks:

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

- Management of a defined section/department
- Supervision of up to 2 sales staff (including self)
- Stock control
- Buying/ordering requiring the exercise of discretion as to price quantity, quality etc.
- Supermarket front end supervisor of up to 15 employees (at any one time)
- Supervision of night fill operation
- Machine, keyboard and computer skills at an advanced level
- Initiation of straight forward correspondence
- Guidance of and allocation of work to lower level clerical staff

Employment Categories:

The following employment categories would normally be found at this level.

- Section/Department manager with 2 employees (including self)
- Service Supervisor of up to 15 employees
- Night fill supervisor

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- Tradesperson (other than floristry)
- Senior clerical officer

RETAIL EMPLOYEE GRADE 5 Relativity 105%

General Description:

Employees at this level are required to exercise supervisory, administrative and policy responsibilities at a higher level than Grade 4.

Tasks:

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

- Management of a defined section/department with 3 or 4 employees (including self)
- Supermarket front end supervision of in excess of 15 employees (at any one time)
- Supervision of up to 4 clerical staff (including self)
- Payroll Management

Employment Categories:

The following employment categories would normally be found at this level.

- Section/Department manager with up to 4 employees (including self)
- Service Supervisor (more than 15 employees)
- Clerical officer in charge of up to 4 clerical staff (including self)

RETAIL EMPLOYEE GRADE 6 Relativity 110%

General Description:

Employees at this level will exercise an advanced level of supervisory and administrative responsibilities requiring a significant degree of discretion and initiative. They will be able to respond to and act upon complex and sensitive issues in the areas of customer services, planning, staff control, merchandising etc.

Tasks:

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

- Management of a defined section/department with 5 or more employees (including self)

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- Supervision of 5 or more clerical staff (including self)
- Credit control

Employment Categories:

The following employment categories would normally be found at this level:

- Section/department manager with 5 or more employees (including self)
- Administration officer in charge of 5 or more employees (including self)

RETAIL EMPLOYEE GRADE 7

This applies to senior level administrative officers. The definitions and wage rates applicable to Administrative Officer Grades 6 and 7 of the Clerical and Administrative Employees (Private Sector) Award shall be applied.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

'Window Dresser' and/or 'Show Card-Writer' means an employee the greater part of whose time is engaged in the supervision of and/or preparation of displays and/or dressing of windows.

8. WAGE RATES

(a) Adults

Adult employees of a grade hereunder mentioned shall be paid the amount assigned opposite that grade.

Retail Employee	Relativity %	Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
Grade 1	85	354.60	201.70	556.30
Grade 2	92.1	384.10	201.70	585.80
Grade 3	96	400.50	201.70	602.20
Grade 4	100	417.20	203.70	620.90
Grade 5	105	438.10	203.70	641.80
Grade 6	110	458.90	203.70	662.60
Grade 7	- See rates applicable as per Clerical and Administrative Employees (Private Sector) Award			

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(b) Juniors

The minimum rates that may be paid to junior employees shall be the undermentioned percentages of the rate prescribed for a Retail Employee Grade 2.

	%
Under 17 years of age	50
17 to 18 years of age	54.5
18 to 19 years of age	67.5
19 to 20 years of age	79.5
20 to 21 years of age	83

(c) Transport Workers

Wage rates for employees engaged in transport classifications shall be as prescribed in Clause 8 - Wage Rates - of the Transport Workers General Award.

(d) Nightfill Employees

All employees employed to work "Nightfill" (as defined) shall receive a "Nightfill loading". This loading shall be 25% and applied to all hours worked.

(e) Floristry Apprentice

The minimum ordinary rate of payment for floristry apprentices shall be the undermentioned percentage of the rate for a Retail Employee Grade 3B.

	%
First Year	42
Second Year	55
Third Year	75
Fourth Year	88

(f) Additional Rates

Window-dressers or show card writers (as defined) shall receive 5% in addition to the total rate of pay applicable to their age or grade.

(g) Tool Allowance

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994* shall either be supplied with all tools by the employer or paid a tool allowance of not less than $8.50 per week.

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PROVIDED that such allowance shall not be subject to adjustment when computing payments for shift penalty rates, for weekend or holiday work, for overtime or for any other purpose.

(h) Translation

Employees who are employed as at 1 July, 1992 shall translate to the new structure in accordance with the procedures set out in schedule 1 to this award.

(i) Advice of Grading and Settlement of Disputes

(i) All current and future employees shall be notified in writing by the employer of their grading within one month of this award coming into operation or the date of engagement as the case may be.

(ii) In the event of a dispute regarding grading, the matter shall be discussed by the employer involved or his representative and the relevant union in an attempt to resolve the matter, and if then still in dispute, shall be referred to the President of the Tasmanian Industrial Commission for determination.

(iii) In respect of clerical and administrative employees Grade 4 and above, guidance may, where appropriate, be sought from the definitions at the equivalent relativity contained in the Clerical and Administrative Employees (Private Sector) Award.

(j) Supported Wage System

(i) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause 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 current employment.

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

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(ii) For the purposes of this subclause:

(1) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(2) **'Accredited 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.

(3) **'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

(4) **'Assessment instrument'** means the form 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.

(iii) Supported wage rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity(paragraph (iv))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than $61 per week.

(iv) Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

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(1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of assessment instrument

(1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(2) All assessment instruments shall be agreed and signed by the parties to the assessment, **PROVIDED** that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(vi) Review of assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(vii) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(viii) Workplace adjustment

An employer wishing to employ a person under the provisions of this subclause shall 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.

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(ix) Trial Period

(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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).

(3) The minimum amount payable to the employee during the trial period shall be no less than $61 per week or such greater amount as is agreed from time to time between the parties.

(4) Work trials should include induction or training as appropriate to the job being trialed.

(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 shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

(k) Minimum Wage

(i) Minimum Wage

No employee shall be paid less than the minimum wage.

(ii) Amount of Adult Minimum Wage

(1) The minimum wage for full-time adult employees not covered by subclause (j) - Supported Wage System is $527.10 per week.

(2) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. **PROVIDED** that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (ii)(1).

(3) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. **PROVIDED** that such employees shall not be paid less than pro rata the minimum wage specified in subclause (ii)(1) according to the number of hours worked.

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(iii) How the Minimum Wage Applies to Juniors

(1) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (iii)(2) is greater.

(2) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (ii)(1).

(iv) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(v) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(1) applies to all work in ordinary hours;

(2) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and

(3) is inclusive of the arbitrated safety net adjustment provided by the July 2007 State Wage Case Decision (T.12940 of 2007) and all previous safety net and state wage case adjustments.

9. ANNUALIZED SALARY AGREEMENTS

Overtime rates and allowances [Clause 17 - Holidays with Pay, Clause 18- Holiday Work, Clause 19 - Hours of Work, Clause 20 - Loaded Hourly Rate, Clause 22 - Overtime, Clause 35 - Sunday Work, and Clause 37 - Tea Money] may not apply to employees classified in Grades 5, 6 and 7.

PROVIDED that a written agreement is reached between the employer and employee for a suitable employment package to take account of work which is likely to be performed outside the ordinary hours (as defined).

Annualised Salary Agreements shall not apply to any employee classified as Grade 1, Grade 2, Grade 3 or Grade 4.

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PROVIDED that :

(a) The employment package shall be of such nature as to generate a more advantageous remuneration package than would otherwise be available under award conditions in any agreed time period not exceeding four (4) weeks.

(b) Either party may terminate the agreement on the giving of four (4) weeks notice.

(c) One (1) week prior to entering into an agreement of this nature, the employee shall be provided with a copy of this clause.

(d) All other provisions of the award shall apply.

(e) During the month of July each year, an employer shall notify the office of the relevant union of the number of agreements made pursuant to this clause during the previous twelve (12) months and the number currently in existence.

These agreements shall be kept as part of the record required to be kept by employers under Part VII, Section 75 of the *Industrial Relations Act 1984*.

10. ANNUAL LEAVE

(a) Period of Leave

A period of one hundred and fifty two hours paid annual leave shall be allowed annually after 12 months' continuous service on weekly hiring.

(b) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period, or if the employer and the employee agree, in any combination, provided one period shall be not less than seven consecutive days, i.e. five working days.

(c) Leave to be Exclusive of Public Holidays

If any of the holidays prescribed by Clause 17 - Holidays with Pay falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday so occurring.

PROVIDED that this clause shall not apply where an employee receives payment for the Public Holiday as if they had worked on that day under a projected roster in accordance with subclause (f)(i) of this clause.

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(d) Payment in Lieu Prohibited

Except as provided in subclause (h) of this clause payment shall not be made or accepted in lieu of annual leave.

(e) Time of Taking Leave

Annual Leave shall be given at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued, and after not less than 2 weeks' notice to the employee.

(f) Payment for Period of Leave

(i) All employees before going on leave shall be paid the amount of wages they would have received in respect of a projected roster which they would have worked had they not been on leave during the relevant period.

(ii) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17.5% of the ordinary time earnings (excluding penalty additions) as prescribed in paragraph (i) hereof.

(iii) In cases where a projected roster includes Saturday or late night penalty rates, the employee shall be paid the penalty rate component, or the 17.5% loading calculated on ordinary time earnings, whichever is the higher.

(iv) The loading herein prescribed shall not apply to proportionate leave on termination of service.

(v) **PROVIDED** that where a Nightfill Assistant would have received a night-fill loading as prescribed in subclause (d) of Clause 8 - Wage Rates, had he not been on leave during the relevant period and such loading would have entitled him to a greater amount than the loading of 17.5%, then the night fill loading shall apply in lieu of the 17.5% leave loading.

(g) Leave Allowed before Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, one-twelfth of the amount of wages paid on

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account of annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 17 - Holidays with Pay.

(h) Proportionate Leave on Termination of Service

If after one completed month of service in any 12 monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid as follows:-

12.67 hours for each completed month of continuous service. This service is in respect of which leave has not been granted.

11. BEREAVEMENT LEAVE

(a) An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, **PROVIDED** that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, **PROVIDED FURTHER** that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees and employees in receipt of a loading in lieu of paid leave

(i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

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(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12. CASUAL EMPLOYEES

(a) Transport Workers

A casual employee (as defined) for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave, and public holidays.

A minimum payment as for 4 hours shall be paid.

A casual employee shall be notified at the end of the day if his services are not required next working day, failing such notice a full day's wages shall be paid for the next working day.

(b) Nightfill Employees

(i) A Casual Nightfill employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed in Clause 8 - Wage Rates, for the work which he or she performs.

(ii) In addition to the rate prescribed in paragraph (i) of this subclause, a Casual Nightfill Employee shall receive a loading of 20% of the ordinary hourly rate in respect of each hour for which he or she is paid **PROVIDED** that the 20% loading does not apply to the Nightfill Loading.

(iii) Penalty rates prescribed elsewhere in this award are applicable to Casual Nightfill Employees.

The 20% loading prescribed in paragraph (ii) of this subclause shall be paid for all hours worked including times when penalty rates are applicable **PROVIDED** that all penalty additions shall be calculated on the wage rate excluding the 20% casual loading and the 25% nightfill loading, viz.

(1) Time and one half equates to 1.95 of the ordinary time rate without the 20% or 25% loading

(2) Double time equates to 2.45 of the ordinary time rate without the 20% or 25% loading

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(3) Double time and one half equates to 2.95 of the ordinary time rate without the 20% or 25% loading

(iv) No Casual Employees shall be paid for less than four hours for work performed on any given night.

(c) All Others

(i) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave, and public holidays.

(ii) Subject to any different prescription contained elsewhere in this award, no casual employee shall be employed for less than four hours for work performed on any given day within the span of ordinary hours.

PROVIDED that where a period of engagement commences during the spread of ordinary hours and continues beyond that spread, the total number of hours worked in that engagement shall be counted for determining the minimum period of engagement herein prescribed.

(iii) Where the trading period extends beyond 6.00 p.m. and the duration of the trading period is less than 4 hours, casual employees shall receive a minimum payment as for the duration of such trading period.

(d) Penalty Provisions

Penalty rates prescribed in Clause 18 - Holiday Work, Clause 22 - Overtime, and Clause 35 - Sunday Work hereof are applicable to casual employees. The 20 per cent loading prescribed elsewhere in this clause shall be paid for all hours worked including times when penalty rates are applicable.

PROVIDED that all penalty additions shall be calculated on the ordinary time rate excluding this loading, viz:-

(i) Time and one half equates to 1.7 of the ordinary time rate without the 20% loading

(ii) Double time equates to 2.2 of the ordinary time rate without the 20% loading

(iii) Double time and one half equates to 2.7 of the ordinary time rate without the 20% loading

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(e) Consecutive Hours

A casual employee shall have only one engagement consisting of consecutive hours per day with any one employer.

PROVIDED that in establishments employing 5 or less employees broken shifts may be worked by mutual agreement between the employee and the employer.

(f) Saturday Morning

Subject to Clause 31 - Savings, employees working on Saturday morning shall receive a minimum payment as for 2 hours worked.

13. CLOTHING

Where an employer requires an employee to wear outer clothing or protective clothing of a distinctive colour or style such clothing shall be supplied by the employer without cost to the employee. The cost of repair and replacement of such clothing shall likewise be the responsibility of the employer.

14. CONTRACT OF EMPLOYMENT

(a) With the exception of employees engaged as specified in Clause 12 - Casual Employees hereof, all employment shall be by the week and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the employer one week's notice of his intention to terminate his employment. If one week's notice be not given by the employer or employee, one week's wages shall be paid or forfeited as the case may be, and in the case of misconduct wages shall be paid up to the time of dismissal only.

Any dispute on what constitutes misconduct shall be determined by the Industrial Commission whose decision shall be final.

(b) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

PROVIDED that such duties are not designed to promote deskilling.

(c) An employee shall be entitled to receive on request a reference on termination of services. Such reference shall contain at least the commencing and finishing dates of service and shall become absolute property of the employee. Any prospective or future employer shall return the reference to the employee within 7 days of having received it.

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15. ENTERPRISE AGREEMENTS

(a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.

(b) An enterprise agreement shall be subject to the following requirements:

(i) The majority of employees affected by the change must genuinely agree to the change.

(ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.

(iii) The relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employees on an agreement under this clause.

(iv) the relevant union or unions must be a party to the agreement.

(v) The relevant union or unions shall not unreasonably oppose any agreement.

(c) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:

(i) The terms of the agreement.

(ii) The parties covered by the agreement.

(iii) The classes of employees covered by the agreement.

(iv) The means by which a party may retire from the agreement.

(v) The means by which the agreement may be varied.

(vi) The means by which any dispute arising in respect to the agreement may be resolved.

(d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

16. ESTIMATING SERVICE

In estimating the number of years service of an employee mentioned in this award, the total time in the service of every employer engaged in the trade or trades covered by this award shall be taken into account to ascertain the minimum wage rate which shall be paid.

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PROVIDED that in respect to clerks, the total clerical experience in the service of every employer in the trades or groups of trades in respect of which Tasmanian Industrial Commission awards are established shall be taken into account.

17. HOLIDAYS WITH PAY

(a) All employees (other than casuals or part-time employees as mentioned in subclause (b), Clause 24 - Part-time Employees shall be allowed the following days as paid holidays:- New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he had been at work.

(c) Payment to an employee for work performed on holidays mentioned in subclause (a) of this clause shall be at the rates prescribed elsewhere in this award.

(d) Casual Nightfill employees and part-time Nightfill employees (as mentioned in paragraph (ii), subclause (a), Clause 19 - Hours of Work for the hours worked within the 24-hour period of a public holiday mentioned in subclause (a) of this clause, shall be paid the penalty rates prescribed in Clause 18 - Holiday Work of this award (calculated in accordance with subclause (b) (iii) of Clause 12 - Casual Employees.

18. HOLIDAY WORK

For all time of duty on any of the holidays mentioned in Clause 17 - Holidays with Pay of this award payment shall be made at the rate of double time and one half with a minimum payment as for 4 hours worked.

19. HOURS OF WORK

1. NIGHTFILL ASSISTANTS

(a) The ordinary hours of work shall be an average of 38 per week to be worked on the basis of:-

Eight hours per day on nineteen days with an accumulated Rostered Leisure Day on one day in each 20-day work cycle.

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(b) The ordinary hours of work shall be worked in 5 nights of 8 consecutive hours between the hours of 4.00 p.m. on the first day and 2.00 a.m. on the second day, Monday, Tuesday and Wednesday; 4.00 p.m. on Thursday and 7.00 a.m. on Friday; and 4.00 p.m. on Friday and 7.00 a.m. on Saturday. Where the late trading night alters from currently Thursday and Friday nights, a subsequent night will be worked in lieu thereof.

(c) The Employee's starting time on Thursday night shall be between the hours of 4.00 p.m. and 9.00 p.m. and shall be determined by negotiations between the Company and the Employees. If the Employees so desire, the union shall be involved in these negotiations.

(d) The hours of work prescribed in this clause shall be continuous and shall include a Meal Break of 20 minutes. Such Meal Break shall be allowed after 4 hours and before the completion of 5 hours of work and shall be counted as time worked.

(e) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than 5 hours without a break of 20 minutes.

(f) An employer with the agreement of the employee may, in an emergency situation, substitute the day an employee is to take off in accordance with subclause 1. NIGHTFILL ASSISTANTS, paragraph (a) of this clause, for another day.

PROVIDED that such agreement will not be unreasonably withheld.

(g) Employees other than those engaged as provided for in Clause 12 - Casual Employees and Clause 24 - Part-time Employees hereof, shall, notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that he is ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

2. ALL OTHERS

(a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:-

(i) seven hours thirty-six minutes per day; or

(ii) eight hours per day on four days and six hours on one day in each week; or

(iii) eight hours per day on nine days and four hours on one day in each fortnight; or

(iv) eight hours per day on nineteen days with an accumulated rostered day off; or

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(v) eight hours per day with an accumulation of rostered days off up to a maximum of five.

The method of implementation shall be determined on a store by store or where appropriate, department by department basis, whereby the primary consideration shall be the efficient maximisation of customer service in each establishment.

PROVIDED that establishments which employ fifteen or more full-time employees subject to this award shall adopt one or both of the options contained in (iv) and (v) herein. In circumstances whereby the implementation of such options can be shown to be contrary to the efficient maximisation of customer service, an establishment may seek discussions with the relevant unions as to alternative methods of implementation. If agreement cannot be reached the matter may be referred to the Industrial Commission for resolution.

For the purposes of this clause **'establishment'** shall mean an identifiable outlet or office.

(b) (i) Subject to Clause 30 - Rosters, and Clause 31 - Savings, the ordinary hours shall be worked in, no more than, 5 days of 8 consecutive hours (excluding meal breaks) between the following hours:-

Monday, Tuesday and Wednesday	7.00A.M. to 6.30P.M.
Thursday and Friday	7.00A.M. to 9.30P.M.
Saturday,	7.00A.M. to 6.30P.M.

(ii) Where a holiday contained in Clause 17 - Holidays With Pay, falls on either a Thursday or Friday, the ordinary hours for that day, as contained in subclause (b)(i) of this clause, may be transferred to the first preceding day containing a lesser number of ordinary hours than the day on which the holiday falls.

(iii) **PROVIDED** that the hours for employees engaged in the trade of newsvendor shall (subject to the hours worked not exceeding on average 38 per week) be as follows:-

Launceston - as contained in subclause (b)(i) of this clause.

All other areas,

Monday, Tuesday and Wednesday,	6.00A.M. to 8.00P.M.
Thursday and Friday,	6.00A.M. to 9.30P.M.
Saturday,	6.00A.M. to 6.30P.M.

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(c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 45 minutes nor more than 75 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.00 a.m. and 3.00 p.m.

In circumstances whereby a second meal break is required on any one day, such break shall not be less than 30 minutes.

(d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than 5 hours without a break of not less than 45 minutes for a meal.

(e) In circumstances whereby a system of 'Rostered Leisure Days' (RLD's) applies, an employer with the agreement of the employee may in an emergency situation substitute the day an employee is to take off for another day. **PROVIDED** that such agreement will not be unreasonably withheld.

(f) Employees other than those engaged as provided for in Clause 12 - Casual Employees and Clause 24 - Part-time Employees hereof, shall, notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that he is ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

3. ALL EMPLOYEES

(a) Make Up Time

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

(i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

(ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

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

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

(v) An employer shall record make up time arrangements in the relevant time and wages book, at each time this provision is used.

(b) Rostered Days Off

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

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

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

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

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

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

(vi) An employer shall record Rostered Days Off arrangements in the relevant time and wages book, at each time this provision is used.

20. LOADED HOURLY RATE

(a) Employees shall be paid a loaded hourly rate for working Thursday between 6.00 p.m. and 9.30 p.m., Friday between 6.00 p.m. and 9.30 p.m. and Saturday between the hours 7.00 a.m. and 6.30 p.m.

(b) **PROVIDED** that where ordinary hours on Monday, Tuesday or Wednesday are extended in accordance with Clause 19 - Hours of Work, subclause 2(b)(ii), the loaded hourly rate provided in this clause shall apply to that extended period.

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(c) The loaded hourly rate mentioned in subclause (a) of this clause shall be paid in accordance with the following:-

Full-time and Part-time (not in receipt of 20% loading)

Thursday	6.00 p.m. to 9.30 p.m.	Column 1A
Friday	6.00 p.m. to 9.30 p.m.	Column 1A
Saturday	7.00 a.m. to 6.30 p.m.	Column 2A

Casuals and Part-time (in receipt of 20% loading)

Thursday	6.00 p.m. to 9.30 p.m.	Column 1B
Friday	6.00 p.m. to 9.30 p.m.	Column 1B
Saturday	7.00 a.m. to 6.30 p.m.	Column 2B

	COLUMN 1		COLUMN 2	
	A	B	A	B
Adults	$	$	$	$
Retail Employee Grade 1	12.78	14.48	17.04	18.74
Retail Employee Grade 2	13.86	15.71	18.48	20.33
Retail Employee Grade 3	14.51	16.44	19.34	21.27
Retail Employee Grade 4	15.44	17.49	20.58	22.64
Retail Employee Grade 5	15.75	17.85	21.00	23.10
Retail Employee Grade 6	16.38	18.56	21.84	24.02
Retail Employee Grade 7	18.45	20.91	24.60	27.06
Juniors				
Under 17 years	6.90	7.82	9.20	10.12
17 years	7.53	8.53	10.04	11.04
18 years	9.33	10.57	12.44	13.68
19 years	10.98	12.44	14.64	16.10
20 years	11.49	13.02	15.32	16.85
Floristry Apprentice				
1st year	6.14	6.95	8.18	9.00
2nd year	8.03	9.10	10.70	11.77
3rd year	10.95	12.41	14.60	16.06
4th year	12.84	14.55	17.12	18.83

21. MIXED FUNCTIONS

(a) Other than Clerks

An employee engaged for more than half of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day.

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An employee engaged for less than half of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time so worked, **PROVIDED** that the aggregate time so worked shall exceed 2 hours in any one week.

PROVIDED that this subclause shall only apply to persons employed as Retail Employees Grades 1 and 2 and junior employees.

PROVIDED FURTHER that junior assistants shall receive the junior percentage of the higher rate.

(b) Clerks Only

Where an employee is called upon to perform 2 or more grades of work in any one day he shall for the purposes of assessing the wages to be paid, be deemed to have worked the whole day at the grade of work for which the highest rate of wages is prescribed.

An employee transferred to perform a grade of work for which a lesser rate of wage is prescribed than that at which he is usually employed shall not be paid at such lesser rate unless he is given a weeks' notice of such change of wage rate.

22. OVERTIME

(a) For all time of duty in excess of ordinary hours or before the time fixed for commencing work or after the time fixed for ceasing work, payment shall be made at the following rate:-

(i) Monday to Friday - time and one half for the first 3 hours and double time thereafter.

(ii) Saturday - double time.

(b) An employee who is recalled to work overtime after a period of one hour from the time fixed for ceasing work, whether or not he has been notified before ceasing work, shall receive a minimum payment as for 3 hours worked.

(c) A junior employee under the age of 18 years shall not be required to work overtime unless he or she so desires.

(d) In computing overtime, each day's work shall stand alone.

(e) For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly rates shall be divided by thirty eight.

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(f) For the purpose of determining overtime entitlements of an employee, any employee who works ten minutes or more past the time fixed for ceasing work shall be paid overtime rate for all time worked after the time fixed for ceasing work.

PROVIDED that this subclause shall not be used to obtain unpaid work from employee's on a regular basis.

(g) Where an employee requests and the employer agrees, time off at the penalty equivalent may be allowed in lieu of payment for overtime.

PROVIDED that such time off shall be paid at the ordinary rate.

(h) For the purposes of determining the appropriate hourly rate for nightfill overtime purposes, the appropriate weekly rates shall be divided by thirty eight.

(i) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

23. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.

(ii) **'Continuous service'** means service under an unbroken contract of employment and includes:

(1) any period of leave taken in accordance with this clause;

(2) any period of part-time employment worked in accordance with this clause; or

(3) any period of leave or absence authorised by the employer or by the award.

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(iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.

(iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.

(vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

(vii) **'Spouse'** includes a de facto or a former spouse.

(b) Entitlement

(i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.

(ii) Subject to subclause (c)(vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

(i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

(2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

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(ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.

(iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(vi) Special Maternity Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

(1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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(2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

(i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

(1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and

(2) written notification of the proposed dates on which the period of paternity leave will start and finish and

(3) a statutory declaration stating:

(A) that period of paternity leave will be taken to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by the mother, and

(C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

(i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(1) the employee is seeking adoption leave to become the primary care-giver of the child;

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(2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and

(3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.

(vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

(1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

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(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) **PROVIDED** that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

(1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

(A) that the employee may work part-time;

(B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

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(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

(2) The terms of this agreement may be varied by consent.

(3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

(1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

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(1) limiting the number of employees who may work part-time;

(2) establishing quotas as to the ratio of part-time to full-time employees;

(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.

(ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.

(iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.

(iv) Unbroken service as a replacement employee shall be treated as continuous service.

(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless other wise agreed between employee and employer, and consistent with the provisions of this clause

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.

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(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, **PROVIDED** that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, **PROVIDED** that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

(i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

(ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

(i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(3) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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(l) Communication During Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i).

24. PART-TIME EMPLOYEES

1. NIGHTFILL PART-TIME EMPLOYEES

(a) Part-time employees engaged to work 15 or more hours per week shall be entitled to the holidays, annual leave and personal leave as prescribed in Clause 10 - Annual Leave, Clause 17 - Holidays with Pay, and Clause 26 - Personal Leave, **PROVIDED** that payment thereof shall be made at the rate normally paid to such employees for a similar period of time worked.

The wage rates payable, per hour, to part-time employees shall be calculated by using the divisor of one thirty-eighth of the relevant weekly rate.

(b) Part-time employees engaged to work less than 15 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave and public holidays.

(c) Penalty rates prescribed in Clause 18 - Holiday Work, Clause 22 - Overtime, and Clause 35 - Sunday Work herein are applicable to part-time employees.

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PROVIDED that all penalty additions shall be calculated on the wage rate excluding the nightfill loading and any part-time loading as described in Clause 12 - Casual Employees, subclause (b), paragraph (iii).

(d) A part-time employee shall have only one engagement consisting of consecutive hours per day.

(e) No part-time employee shall be paid for less than four consecutive hours for work performed on any given night.

2. ALL OTHERS

(a) Part-time employees engaged to work 15 or more hours per week shall be entitled to the holidays, annual leave and personal leave as prescribed in Clause 10 - Annual Leave, Clause 17 - Holidays with Pay and Clause 26 - Personal Leave, **PROVIDED** that payment thereof shall be made at the rate normally paid to such employees for a similar period of time worked.

The wage rates payable per hour, to part-time employees shall be calculated by using the divisor of one thirty-eighth of the relevant weekly rate.

(b) Part-time employees engaged to work less than 15 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave and public holidays.

(c) Penalty provisions - penalty rates prescribed in Clause 18 - Holiday Work, Clause 22 - Overtime, and Clause 35 - Sunday Work herein are applicable to part-time employees.

PROVIDED that in the case of part-time employees in receipt of a 20% loading, the penalty rates shall be calculated in the same manner as applies to casual employees described in Clause 12 - Casual Employees.

(d) A part-time employee shall have only one engagement consisting of consecutive hours per day with any one employer.

PROVIDED that in establishments employing 5 or less employees broken shifts may be worked by mutual agreement between the employee and the employer.

(e) No part-time employee shall be employed for less than four hours for work performed on any given day within the span of ordinary hours.

PROVIDED that where a period of engagement commences during the spread of ordinary hours and continues beyond that spread, the total number of hours worked in that engagement shall be counted for the purposes of determining the minimum period of engagement herein prescribed.

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(f) Where the trading period extends beyond 6.00 p.m. and the duration of the trading period is less than 4 hours, part-time employees shall receive a minimum payment as for the duration of the trading period.

(g) Subject to Clause 31 - Savings, employees working on Saturday morning shall receive a minimum payment as for 2 hours worked.

25. PAYMENT OF WAGES

Wages shall be paid weekly during the employer's time not later than Wednesday in each week, except in respect of the area comprised in the Municipalities of Gormanston, Queenstown, Strahan, Waratah and Zeehan, where payment of wages may be made fortnightly on Friday in each alternate week in working hours.

On the completion of the first full pay period and when any change is made in the weekly rate, the employee shall be notified in writing of the amount of wages to which he is entitled, the amount of deduction made therefrom, and the net amount being paid to him, **PROVIDED** that such notification shall be given not less often than once in each year of service.

26. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in Clause 24 – Part-Time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (m) - Casual Employees and employees in receipt of a loading in lieu of paid leave – Caring Responsibilities.

(a) Definitions

The term **'immediate family'** includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

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(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(c) An employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation;

(d) An employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Commission), that he was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed;

(e) An employee shall not be entitled in any year to personal leave credit in excess of seventy six hours of ordinary working time.

PROVIDED that during the first three months of employment personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.

(f) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (e) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employee in a subsequent year without diminution of the personal leave prescribed in respect of that year.

(g) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(h) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(i) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for

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the purposes set out in paragraph (i)(i) above, beyond the limit set out in paragraph (i)(i) above. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(j) Employee Must Give Notice

An employee shall, as soon as possible and where practicable within one hour of the commencement of the employees normal working day, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of absence.

(k) Evidence Supporting Claim

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (j) and (k) are met.

(m) Casual Employees and employees in receipt of a loading in lieu of paid leave – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (j) and (k) casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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27. RATIO OF JUNIORS TO ADULT EMPLOYEES

(a) Sales staff and allied classifications other than Clerks and Nightfill Employees

The maximum number of juniors to be employed (during any pay period) shall not exceed the ratio of one junior to every one adult.

(b) Clerks

The maximum number of juniors to be employed shall not exceed the ratio of two juniors to every one adult.

(c) Nightfill Employees

The maximum number of juniors to be employed shall not exceed the ratio of two juniors to every one adult.

Proviso:

(i) Not more than 10% of each retail outlet's night-fill staff shall be less than 18 years of age.

(ii) **PROVIDED** that each retail outlet shall be permitted at least one employee under 18 years of age.

28. REST PERIODS

(a) Nightfill Employees

(i) Employees required to work for 4 hours or more on any day shall be granted one 5 minute rest period to be taken no earlier than one hour after the commencement of work and no later than 3 hours after the commencement of work.

(ii) An employee required to work for 6 hours or more on any day shall be allowed an additional 5 minute rest period after not less than 6 hours and before the completion of 7 hours from the commencement of work.

(iii) All rest periods shall be counted as time worked.

PROVIDED that an employer may elect to amalgamate the breaks prescribed in (i) and (ii) above to be taken together thereby giving one ten minute break or may amalgamate both breaks with the meal break prescribed in Clause 19 - Hours of Work, subclause 2(d) - thereby giving one break of thirty minutes.

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(b) All Others

Employees who work for 4 hours or more on any day shall be granted one 10 minute rest period. **PROVIDED** that no rest period shall apply on Saturday morning.

If the work period includes a meal break, the rest period it to be granted in that portion of the work period which is the greater or where such work periods are of equal duration, the rest period of 10 minutes shall be given at a time to be mutually agreed upon.

PROVIDED that employees who work for 6 hours or more on any day shall be granted two 10 minute rest periods, one during the period of work before and one during the period of work after the meal break. All rest period shall be counted as time worked.

29. RIGHT OF ENTRY OF UNION OFFICIALS

(a) For the purposes of interviewing employees on legitimate union business, an officer of an organisation of employees, accredited as hereinafter provided, may enter the employer's premises during regular meal or crib-time of employees on each day of the week on the following conditions:-

(i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer for that purpose;

(ii) That he interviews employees only at recognised places where they are taking their meal or crib;

(iii) That not more than one representative of each of not more than 3 unions be on the premises at any one time;

(iv) That no one representative visits the premises more than once in each week; and

(v) That if the employer alleges that a representative is unduly interfering with his work or is offensive in his methods or is creating dissatisfaction amongst his employees, or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Industrial Commission.

(b) An officer shall be a duly accredited representative of an organisation if he be the holder for the time being of a certificate which has not been cancelled or revoked, signed by the Secretary and bearing the seal of the organisation and bearing the signature of the holder. The certificate shall be in the following form or in a form not materially different therefrom:-

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(Name of Organisation)

This is to certify that.....whose signature appears hereunder, is a duly accredited representative of the abovenamed organisation for the purpose of the Retail Trades Award.

.....
Secretary
(seal)

.....
Signature of Holder of Certificate
(This certificate is strictly not transferable)

30. ROSTERS

Rosters shall be established where an employer wishes to employ staff for more than 8 consecutive hours on any one day.
The rosters shall be established on a store by store basis in accordance with this clause.

(a) If a roster is required, the employer shall consult with the employees affected and the relevant unions prior to its establishment.

(b) An employee who agrees to work under a roster established in accordance with this clause, shall be provided with a copy of that roster by the employer prior to the employee commencing work on that roster.

(c) A roster may provide for an increase in the daily, weekly or monthly limit of hours prescribed elsewhere in this award **PROVIDED** that the following criteria are met:

(i) an employee shall not be required to work more than an average 38 hour week.

(ii) an employee shall not be required to work in excess of, two days of up to 12 hours with the remaining days of up to 9 hours, in any one week.

(iii) an employee shall not be required to work in excess of an average of five days per week in any roster cycle and in any event an employee shall not be required to work in excess of six days in any one week.

(iv) a roster shall not provide for a roster cycle in excess of four weeks.

(v) an employee who is entitled to a rostered day off under Clause 19 - Hours of Work, shall not be deprived of receiving such rostered days off by the establishment of rosters under this clause.

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31. SAVINGS

(a) As a consequence of the introduction of a thirty-eight hour week from the beginning of the first pay period commencing on or after 1 February 1987, the following saving provisions shall apply.

(i) Clause 19 - Hours of Work

Employees who prior to 1 February 1987 had regularly worked in the period 7.00 a.m. to 8.00 a.m. Monday to Friday shall continue to receive payment at the rate of time and one half whilst working such hours.

(ii) Clause 12 - Casual Employees and Clause 24 - Part-Time Employees - Re: Saturday Work

The minimum period of engagement of two hours shall apply only to employees engaged after 1 February 1987. Employees engaged prior to that date shall receive minimum payments as for 3 hours worked, or the trading period, whichever is applicable.

(iii) Clause 37 - Tea Money

Employees who prior to 1 November 1986 were regularly in receipt of a meal allowance shall continue to receive such allowance whilst continuing to work in a similar work pattern, notwithstanding that there may not be an entitlement under the amended clause.

For the purposes of this subclause, 'regularly' shall mean an employee who has received a meal allowance on at least 4 occasions in the 3 months prior to 1 November 1986.

(iv) Settlement of Disputes

Any question arising under this clause which cannot be resolved at establishment level may be referred to the Industrial Commission for resolution.

(b) As a consequence of the introduction of structural efficiency variations to the award the following savings provisions shall apply:-

(i) Notwithstanding anything otherwise contained in this award, weekly and part-time employees working prior to 1st January 1991, shall not be required to work their ordinary hours of work on Saturday or past 6.00 p.m. on Thursday or Friday night.

(ii) The savings provisions in this subclause shall remain in effect until 31 December 1992.

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(c) (i) Part-time employees who were as at 1 July, 1992 working less than 20 hours per week and as a consequence were in receipt of a 20% loading, shall continue to be paid such loading unless it is mutually agreed otherwise. Such agreement to be in writing and maintained as part of the wage records.

(ii) No employee shall, as a consequence of the new classification structure implemented on 1 July, 1992 suffer any loss of salary or other benefits which they may have enjoyed prior to that date.

32. SPECIAL PROVISIONS - NIGHTFILL

(a) Casual nightfill employees shall contact the employer no later than 2 p.m. to ascertain whether work is available on that day.

Where subsequent to 2 p.m. an employer through illness or other unforeseen circumstances determines that an employee previously not required is required, the onus is on the employer to contact the employee.

(b) Casual nightfill employees who are notified that they are required to work and are subsequently not required shall be paid a minimum of 4 hours as if they had worked.

(c) A nightfill employee who works overtime shall be given access to the time book to record overtime at the conclusion of the overtime so worked.

33. STEWARD

An employee appointed steward in the shop, office or department in which he is employed shall, upon notification thereof to his employer, be recognised as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents, **PROVIDED** that if the steward so requests it, he may be accompanied at such interview by another employee, and/or by his union official.

34. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the retail industry and to enhance the career opportunities and job security of employees subject to the award.

(b) Consistent with the objectives of subclause (a) of this clause, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.

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35. SUNDAY WORK

For all time of duty on a Sunday, payment shall be made at the rate of double time, with a minimum payment as for 4 hours worked.

36. SUPERANNUATION

(a) Contribution

An employer shall make a contribution equivalent to 3% of ordinary time earnings into an approved Superannuation Fund in respect of all eligible employees (as defined) as from 1 June, 1989. Such earnings shall exclude overtime and allowances in the nature of a reimbursement (such as meal money).

In the case of full time adult employees permanently classified as drivers, the level of contribution shall be $17.00 per week.

Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

(b) Casual and Part Time Employees

In the case of eligible casual and part time employees, contributions shall be made where the employee works at least 12 hours per week averaged over a Fund billing statement month.

(c) Definitions

'Eligible Employee' shall mean an employee whether weekly, part time or casual, who has had at least 6 months continuous service with an employer subject to this award. **PROVIDED** that in the case of an employee who has so qualified with one employer, that employee shall not be required to serve the qualifying period with any subsequent employer subject to this award.

'Approved Fund' shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupation Superannuation Funds.

(d) Fund

Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (e) of this clause, be made into either of the following nominated approved funds:-

(i) Retail Employees Superannuation Trust

(ii) TASPLAN

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(e) Exemption

The following employers shall be exempt from using the nominated funds referred to in subclause (d) of this clause and in lieu shall utilise the fund identified opposite their company name:-

	Business	Fund
(i)	Routleys Pty Ltd	Group Ten Superannuation Fund
(ii)	Lloyd Arnold	National Flexi Super
(iii)	Tasmanian Office Equipment	National Flexi Super Plus
(iv)	Room To Move	The Eagle Retirement Fund
(v)	Kingsgroup Pty Ltd	Tasmanian Chamber of Commerce Industry Super Fund
(vi)	James Hardie Plumbing & Pipelines Pty Ltd (trading as James Hardie Pipelines)	James Hardie Securiplan
(vii)	King Island Co-Op Limited	National Mutual Simple Super Fund

Notwithstanding the above, all superannuation exemptions approved by the Tasmanian Industrial Commission prior to 22 October 1993 shall remain in force.

(f) Notwithstanding anything elsewhere contained in this clause, an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued under an Act may nominate an alternative complying fund into which the contributions shall be paid.

37. TEA MONEY

(a) Subject to Clause 31 - Savings, an employee who has worked six hours or more during ordinary time and who is required to work overtime for more than one and a half hours shall be either supplied with an adequate meal by the employer or be paid $14.10 meal money.

(b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Industrial Commission.

(c) The payment prescribed in subclause (a) of this clause shall be made on the day on which the overtime is worked, prior to the meal break being taken.

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38. TRANSPORT WORKERS - CONDITIONS OF EMPLOYMENT

Employees classified as transport workers shall be subject to the following designated clauses in the Transport Workers General Award:

Annual Leave
Contract of Employment
Holidays
Hours of Work
Overtime
Payment of Wages

In all other respects, the conditions of this award shall apply.

James P McAlpine
COMMISSIONER

19 July 2007

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SCHEDULE 1.

GRADING AND TRANSLATION

New Employees

Employees engaged subsequent to 1 July, 1992 shall be appointed to a grade in accordance with the definitions.

Existing Employees

Employees who are in employment as at 1 July, 1992 shall translate to the new structure in accordance with the schedule set out hereunder.

There may be instances whereby after examination of the duties, responsibilities, etc. and the new definitions, an employee should be classified at a grade higher than that indicated in the schedule. In such cases translation to the appropriate higher grade should occur not later than 1 December, 1992.

TRANSLATION SCHEDULE

Previous Classification	Translate to
Section (a) Sales	
1. Assistant	
1st year adult experience	1
2nd year adult experience	1
3rd year adult experience	2
2. Senior Sales Assistant	3
3. Section Manager	
(i) 5 or more employees	6
(ii) 3 or 4 employees	5
(iii) 2 employees	4
4. Gunsmith	4
5. Cleaner	1
6. Corsetiere	3
7. Van Salesman	2
8. Florist	3

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Section (b) Stores

1.	Storeman Grade 1	2
2.	Storeman Grade 2	2
3.	Storeman i/c of other Storeman	3

Section (c) Clerk

1.	Grade 1	2 & 3
2.	Grade 2	3
3.	Grade 3	3
4.	Grade 4	4
5.	Grade 5	7
6.	In charge of -	
(a)	2 employees	4
(b)	3 or 4 employees	5
(c)	5 or more employees	6