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No. 8

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999
Industrial Relations (Tribunals) Rules 2000

NOTICE

The following Agreements have been certified by the Commission:

No/s	Title	Certified on and certificate issued	Cancelling
CA434/04	IGA Distribution Pty Ltd – Certified Agreement	07/09/04	CA559/01
CA447/04	Forest Resources – Boral Hancock Plywood Collective Unions – Certified Agreement 2004	24/09/04	
CA463/04	E. S. Randle & Co Pty Ltd – Certified Agreement	28/09/04	CA61/99
CA465/04	Moreton Island Sea Road Transport – Certified Agreement 2004	28/09/04	
CA470/04	L & B Bernhagen t/a Halkabu Pty Ltd – Certified Agreement 2004	28/09/04	
CA471/04	D.A. & E.A. Kazakoff – Certified Agreement 2004	28/09/04	
CA474/04	W & M Excavations Pty Ltd – Certified Agreement	06/10/04	
CA476/04	Ben Beach Pty Ltd t/a PB Plastering – Certified Agreement	06/10/04	
CA478/04	Plastic Ventilation Company Pty Ltd – Certified Agreement	06/10/04	
CA394/04	Halmac Services (Qld) Pty Ltd – Certified Agreement 2004/2006 No. 5	08/10/04	CA508/01
CA475/04	Weston Carrying Service Drivers – Certified Agreement 2004	08/10/04	
CA480/04	Open Pit Mining Mount Isa Mines Limited – Certified Agreement 2004	08/10/04	
CA481/04	Origin Energy Ltd (Townsville) – Certified Agreement 2004	11/10/04	CA570/02

G.D. SAVILL,
Industrial Registrar.

INDUSTRIAL COURT OF QUEENSLAND

Industrial Relations Act 1999 – s. 341(1) – appeal against decision of Industrial Commission

Roma-Bungil Showgrounds and Saleyards Board AND Gordon Fassifern Hobbs
(No's C26, 32, 33 and 34 of 2004)

PRESIDENT HALL

13 October 2004

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DECISION

By an application filed 14 November 2003 Gordon Fassifern Hobbs commenced reinstatement proceedings against his former employer, viz the Roma-Bungil Showgrounds and Saleyards Board. The hearing of the application has generated four appeals to this Court.

The first appeal is about a decision of the Commission given on 22 March 2004 (No. C26 of 2004) rejecting an application by the Respondent below for an adjournment of the proceedings. The reasons for the decision were published on 2 April 2004 and are now reported at 175 QGIG 1243.

The second appeal (No. C32 of 2004) is against a decision of the Commission given on 14 May 2004 requesting a further application by the Respondent below for an adjournment of the proceedings. The reasons were published on 20 May 2004 and are now reported at 176 QGIG 118. It is noteworthy that the Applicant below was allowed his costs on the application for the adjournment.

The third appeal (No. C33 of 2004) is against the decision of the Commission finding the dismissal to be harsh, unjust and unreasonable and ordering the Applicant's reinstatement. The decision was given on 20 May 2004. Reasons were published on 23 June 2004 and are now reported at 176 QGIG 472.

The fourth appeal (No. C34 of 2004) is against a decision of the Commission given on 8 June 2004 quantifying the costs awarded on 14 May 2004. Reasons were published on 8 June 2004 and are now reported at 176 QGIG 221.

A decision by the Queensland Industrial Relations Commission to grant or refuse an adjournment is a decision made in the exercise of a discretion vested in the Commission. This Court may interfere with the Commission's exercise of discretion only in the limited circumstances described in *House v The King* (1936) 55 CLR 499 at 504 to 505 per Dixon, Evatt and McTiernan JJ. Further, there is abundant authority for the proposition that appellant courts should be loath indeed to interfere with the decisions of tribunals of first instance on matters of practice and procedure; compare *Adam P Brown Male Fashions Pty Ltd v Phillip Morris Inc* (1981) 148 CLR 170.

The difficulty is that refusal of an adjournment may amount to a denial of natural justice. In such a case there will be error of law. Where the Commission errs in law, there is an appeal to this Court, s. 341(1) of the *Industrial Relations Act 1999*. The problem, of course, is that whilst refusal of an adjournment may amount to an error of law it will not always do so. In *Connelly v Department of Local Government* (1985) 11 IR 362 at 365 Hope J A put the matter thus:

"It has been submitted for Mr Connelly that the refusal of an adjournment and the conducting of a hearing in the absence of a party and of witnesses can amount to an error of law. That this is so is not in issue. However, it is quite clear that it will not always amount to an error of law or a denial of natural justice. Relevantly there are at least three different situations. There is firstly the case where there is no material before the Tribunal which would justify the granting of an adjournment. At the other end of the spectrum there is the position where, to deny the granting of the adjournment, would in the circumstances amount to a denial of natural justice and thus an error of law. In between there are situations where the material before the Tribunal leaves the granting or refusing of the adjournment to be determined as a matter of discretion in the ordinary sense."

The prospect of an adjournment was first raised by the Appellant's Chief Executive Officer in a letter to the Commission of 1 March 2004. Formal parts omitted, the letter was in the following terms:

**"Re: Gordon Hobbs vs Roma-Bungil Showgrounds & Saleyards Board –
Seeking extension of time to prepare response witness statements**

Due to the following reasons I am requesting an extension of two weeks to the timeframes set in the directions order for preparation of witness statements.

I was advised on Thursday 26th February 2004 that I would commence an intensive dual chemotherapy and mabthera program on Tuesday 2nd March for Lymphoma.

This treatment program has come as a surprise, and was not foreseen at the time the Directions Order was prepared.

The Specialist Oncologist advises I will be completely incapacitated for work for six weeks to four months, depending on my reaction to the treatments. Based on my previous experience with similar treatment seven years ago I expect my ability to assist, even for consultation, to be limited to negligible.

The treatment will be administered in Brisbane at the Mater Hospital. The Specialist requires that I remain in the environs of the hospital.

Another person, in Roma, will need to be appointed to oversee the preparation of the Board's witness statements.

It will take that person a period of time to become familiar with the details and complexities of this case.

Should you have any questions regarding this request please direct them to Mr. Roger Beer of the LGAQ..."

The first occasion upon which Mr Hobbs' reinstatement application was mentioned in the Commission after receipt of that letter was 9 March 2004. On that occasion, Mr Beer of the Local Government Association who appeared for the Appellant indicated that Mr Saxvik would not be available for some 6 months. Mr Beer also indicated that he intended to seek to persuade the Commission to vacate all hearing dates and all Directions Orders relating to the exchange of witness statements.

As Counsel for the Respondent submits, if that was the case for an adjournment, it was a very weak case. Everything was to be put off for an indeterminate period with no arrangement in place to bring the matter back on. There was also the difficulty that Mr Hobbs had always maintained that he wished to be reinstated. Reinstatement is a remedy which may be lost by delay and change in circumstance. The Commissioner (rightly) raised that issue at page 9 of the transcript of 9 March 2004:

"Well, I think there'd be little point in requesting an adjournment of six months because the difficulty that would create for the Commission in relation to the nature of the application which – and the relief sought – is outlined in the application which each of the parties is – schedule 1, outlines (a), (b), (c) and (d). Now unless there was some type of understanding, I should imagine, but then it'd be very difficult that – the board is well aware that the Commission could invoke (a) which is reinstatement, re-employment to the former position without loss of any pay or conditions and, therefore, that would be available to the Commission.

So irrespective – and I'm not expressing any views except to say that it would be most unlikely that an adjournment would be granted of six months unless the board was well aware of the relief sought and had an understanding of what they were suggesting by an application for an adjournment. As I said, conciliation is always available. 1.30, Tuesday the – sorry, yes.”

The formal application for an adjournment (No. B413 of 2004) met the concerns raised by the Commissioner, amongst other things it declared:

“Should this application be granted then the applicant will not be prejudiced because the respondent does intend to fill the applicant's former position prior to the conclusion of this matter. Further if Gordon Fassifern Hobbs is successful in his application other remedies including compensation and payment of salary loss remain available.”

Additionally, when the matter came on for hearing, Mr Beer tendered an affidavit of Dr Jeremy Wellwood which gave a measure of certainty to the availability of Mr Saxvik. Dr Wellwood deposed, amongst other things, “[h]is treatment is envisaged to last six months from 2.3.04”. The formal application built on that by asking that additionally to vacating dates the Commission should list the matter for further directions about exchange of witness statements and setting of hearing dates on 2 August 2004.

At the hearing of the application for the adjournment Mr Beer also put on affidavit evidence about why Mr Saxvik's availability was critical. It was not as the letter of 1 March 2004 had indicated because it was necessary for Mr Saxvik “to oversee the preparation of the board's witness statement”. It was necessary (a) because Mr Saxvik had investigated the allegations made against Mr Hobbs; (b) because Mr Saxvik was the superior officer of the Appellant who issued the directions with which Mr Hobbs was said to have failed to comply; and (c) because it was Mr Saxvik who was the driving force behind the decision to dismiss Mr Hobbs. Additionally, and I think significantly, Mr Beer put this submission:

“The application, if granted, will not disadvantage the applicant in any way. All remedies remain available, including that of reinstatement. The board has indicated on previous occasions that it does not intend to fill Mr Hobbs' position for the duration of the currency of this matter and in that respect other remedies are also equally available in terms of an order for payment of loss of wage or an order, the effect of which might be to make a payment of compensation, also remain available when this matter is heard and determined and in the event that the applicant is successful.

There has been an option extended to the applicant, to further mitigate any short term loss or interim loss which may arise as a result of this adjournment application being successful, in their form of an amount of payment in the time that may elapse between now and when this matter gets on for formal determination.

I'm led to believe that the matter has in fact been rejected by the applicant or rather the applicant is not acceptable and in that sense I would suggest that the respondent's made a major effort to mitigate any loss or injury or damage to the applicant in this matter.”

On the appeal there has been some significant affidavit evidence about the last paragraph quoted. It seems to me to be tolerably clear that Mr Beer was mistaken. What Mr Hobbs rejected was an offer of settlement by way of payment of money instead of reinstatement. But the critical point was the “offer” to make some effort to address any financial hardship which the adjournment might cause to Mr Hobbs. It may be conceded that the “offer” was far from precise. But at no point had Mr Hobbs sought to particularise the prejudice which any adjournment would cause him. The “offer” was a clear indication of a willingness by the Appellant to submit to undertakings or conditions to ease the burden of the adjournment to Mr Hobbs and an omission by Mr Hobbs and the Commission to develop that issue further.

I hasten to add that I entirely accept that any adjournment would prejudice Mr Hobbs. An adjournment of the type sought would mean that after months of waiting he had lost his chance of hearing and was to be exposed to the hopes and anxieties of litigation for an extended period. In *The State of Queensland and Anor v J L Holdings Pty Ltd* (1996 – 1997) 189 CLR 146 at 154 to 155 Kirby J said:

“The majority in the Full Court considered that costs are not these days considered the ‘healing medicine’ they once were. They referred to the speech of Lord Griffiths in *Ketteman v Hansel Properties Ltd* and the decision of this Court in *The Commonwealth v Verwayen*. In *Ketteman* Lord Griffiths said:

‘justice cannot always be measured in terms of money and in my view a judge is entitled to weight in the balance the strain the litigation imposes on litigants, particularly if they are personal litigants rather than business corporations, the anxieties occasioned by facing new issues, the raising of false hopes...’

In this case, which is of a commercial nature, the litigants are on the one side a developer and on the other side government, and there is nothing which would indicate any personal strain which would justify the conclusion that costs are not an adequate remedy for prejudice caused by the amendment sought to the pleadings.” (Footnotes omitted)

The point to be made is that the matter before the Commission was not by way of commercial litigation. Mr Hobbs was a gentleman in humble circumstances seeking to protect his livelihood and good name. He was entitled to every consideration from the Commission. But the omission to nominate any particular prejudice entirely explains the lack of specificity in the “offer”.

As previously indicated the Commission rejected the application for adjournment. The written reasons previously referred to show that after referring to the provisions of the *Local Government Act 1993* the Commission concluded:

“The Commission accepts that the unfortunate and unforeseen medical condition of the Chief Executive Officer has created difficulty in the preparation for the proceedings. The Chief Executive Officer is not the Respondent. The Commission does not accept that his absence would have precluded the respondent from preparing and arranging witness statements except that of the Chief Executive Officer. As such it was the responsibility of the Acting Chief Executive Officer to ensure compliance with the directions order dated 20 January 2004. Furthermore, he was in the position to give consideration to decide how records maintained in accordance with s. 466 of the *Local Government Act 1993* may be presented.”

That approach would have been entirely correct if all the Commission had had before it was the letter of 1 March 2004. But the affidavit materials put on at the hearing demonstrated that Mr Saxvik was not required to oversee and organise the preparation of the Appellant's case. On the evidence he was the critical witness. Not only was his evidence essential, instruction by Mr Saxvik was essential if the Applicant's witnesses were to be properly cross-examined. I recognise that earlier on in the written reasons, the Commissioner commented at adversity on the circumstance that preparation had been left so late. With respect, it seems to me to be entirely understandable in a case to be conducted on witness statements rather than formal pleadings that Mr Saxvik would not engage with the Local Government Association to prepare the case until receipt of the Applicant's witness statements. Those witness statements were not due until 2 March 2004. By that time Mr Saxvik's illness had intervened.

I entertain a clear view that the Appellant had shown enough to warrant the grant of an adjournment. I accept the point made in the Appellants written submissions that the authorities established that an adjournment which if refused would result in a serious injustice to the Applicant, should only be refused if that is the only way in which justice can be done to another party in the action: compare *Carryer v Kelly* (1969) 90 WN (PT1) (NSW) 566 at 569 per Asprey J A, *Sydney City Council v Ke – Su Investments Pty Ltd* (1985) 1 NSWLR 246 at 242 per Kirby P and *Sali v SPC Ltd and Anor* (1993) 67 ALJR 841 at 843 per Brennan, Dean and McHugh JJ and at 848 to 849 per Toohey and Gaudron JJ. It has long been settled that:

“[a] litigant who, through no fault of his, is prevented from calling his material witness is entitled, subject of course to terms as to costs, to an adjournment as a matter of justice...”. *Ord v Ord* [1923] 2 KB 432 at 439 per Lush J.

Here, the willingness of the Appellant to give undertakings and to accept conditions upon the grant of the adjournment made possible to grant the adjournment without doing injustice to Mr Hobbs. There is nothing in the *Industrial Relations Act 1999* to support a deviation from general principle. Section 76 does not require the Commission to decide an application for reinstatement where conciliation has failed. Section 76 requires the Commission to “hear and decide the application”. As Lush J pointed out in *Ord v Ord, op.cit.*, at 439, if an adjournment is refused where a material witness is unavailable the party seeking the adjournment is denied natural justice because “...his case has been tried and decided without being fully heard”.

In short, this is one of those regrettable cases in which it is proper to conclude that either because the Commission misunderstood the case or because the Commission for reasons which do not appear reached a conclusion which was clearly wrong, it is proper to go behind the discretion of the Commission. The first appeal, No. C26 of 2004, should be allowed. The third appeal No. C33 of 2004, is based on the same grounds and must also be allowed.

For completeness I should make some brief remarks about the second appeal, No. C32 of 2004 and the third appeal, No. C33 of 2004.

The second Appeal is about a further failure to grant an adjournment. The application for the adjournment was made after the Appellant had closed its case and heard after final submissions had been made. Much has been said on the appeal about the way in which the Appellant sought to press the application for the adjournment in the way which the Commission dealt with. I wish to make two narrow points only. One that because appeal No. C26 of 2004 was filed on the same day as the application for the adjournment, it is impossible to conclude that the Appellant was abandoning its original position that everything should have been adjourned and sponsoring and arrangement in which the Appellant’s case was split, the Appellant was denied access to instructions from Mr Saxvik in cross-examining witnesses and Mr Saxvik’s evidence was taken after final submissions. Two, the Appellant sought an adjournment of 4 to 5 working days. There was no unreasonable act to attract the operation of s. 335(1)(b). The fourth appeal No. C34 of 2004 must also be allowed.

As noted, the third appeal is about the Commissions finding that the dismissal was harsh, unjust and unreasonable and about the order reinstating Mr Hobbs. At one point in the reasons for decision previously referred to the Commission observed:

“The Commission is satisfied that the evidence of Mr Saxvik in regard to his instructions would have assisted but the nature of such instructions would not have to a level of warranted dismissal.”.

Taken literally, the sentence indicates that granted the adjournment, it would have made no difference to the ultimate outcome. But as Senior Counsel for the Appellant submits, the sentence cannot be taken literally. Because the Commission had not heard the evidence of Mr Saxvik, the Commission could not know that hearing that evidence would not have made a difference. (Indeed, it was one of the Respondent’s criticism of the Appellant’s conduct of the second application for an adjournment that the Appellant did not provide proof of the evidence which Mr Saxvik proposed to give). In my view the sentence should be treated as no more than a reflection of the concern which refusal of the adjournment was still causing the Commissioner whom, I should add, had not been taken to the principles relevant to the exercise of the discretion. Because the matter is to be reheard, I say no more about the findings about fairness and reinstatement than that on the limited evidence to which I have been taken, they were open to the Commission.

I allow the appeal in matter No’s C26, 32, 33 and 34 of 2004. I remit the matter to the Commission in order that it may be heard and determined according to law. Because the Commissioner expressed a concluded view about the harshness, unjustness and unreasonableness of the dismissal and about the practicality of reinstatement, the matter will have to be heard and decided by another Commissioner.

I reserve all questions as to costs.

Dated: 13 October 2004

D. R. HALL, President

Appearances

Mr P. A. Keane QC, S.-G. with him Mr K. F. Watson instructed by King and Company Solicitors for the Appellant.

Mr A. A. J. Horneman-Wren instructed by Jonathon C. Whiting and Associates for the Respondent.

Released: 13 October 2004

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 74 – application for reinstatement

Andrew David Tranter AND TDSW Pty Ltd (No. B1010 of 2004)

COMMISSIONER BROWN

7 October 2004

INTERIM DECISION

Upon reading the witness statements and other material received and hearing the opening comments of the parties, the Commission expressed a concern to the parties that the evidence to be adduced and subsequently weighed by the Commission was so specialised and technical in nature as to warrant the assistance of an expert in the field of information technology and computers.

The Commission adjourned the hearing to allow the parties to privately discuss the notion.

Upon resumption the parties advised the Commission of their support for such assistance.

The parties agreed that the expert was to be a person appropriately qualified and experienced of the Industrial Registrar’s choosing.

Therefore, pursuant to s.329(i) of the *Industrial Relations Act 1999*, I have determined to enlist the assistance of a technical expert, appointed by the Industrial Registrar.

I have directed the parties to, within 2 weeks, prepare an agreed list of questions surrounding the claims and counter claims of the parties, to be put to the expert, be provided to the Commission.

The parties must co-operate with the investigation regarding the provision of material required by the expert and access to equipment as requested by the expert.

The expert will be requested to report to the Commission and a copy of the report will be forwarded to each of the parties as soon as practicable.

The Commission will then re-list the matter at a time convenient to the Commission and the parties.

D. K. BROWN, Commissioner.

Hearing Details:
2004 7 October

Appearances:
Mr P. O' Neill (instructed by A. de Brenni) for the applicant.
Mr J. Merrell, (instructed by Nathan Lawyers) for the respondent.

Released: 7 October 2004

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – application for amendment

**Queensland Teachers Union of Employees AND Department of Education and the Arts
(No. B1036 of 2004)**

**COMMUNITY TEACHERS, ASSISTANT TEACHERS – ABORIGINAL & TORRES STRAIT ISLANDER
COMMUNITY SCHOOLS AWARD – STATE 2003**

VICE PRESIDENT LINANNE
COMMISSIONER EDWARDS
COMMISSIONER THOMPSON

4 October 2004

AMENDMENT
(Correction of Error)

WHEREAS an error occurred in the Amendment of the abovementioned Award as published in the *Queensland Government Industrial Gazette* of 10 September 2004, Vol. 177, No. 2, pages 107-108, this Commission orders that the following correction be made and to be effective as from 26 August 2004:

By deleting the amount "\$46.40" from clause 5.5.4 and inserting the amount of "\$46.60" in lieu thereof.

Dated 4 October 2004.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 26 August 2004
Amendment (COE) – Wages and Allowances
Released: 12 October 2004

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – application for amendment

**Queensland Teachers Union of Employees AND Department of Education and the Arts
(No. B1037 of 2004)**

TEACHERS' AWARD – STATE 2003

VICE PRESIDENT LINANNE
COMMISSIONER EDWARDS
COMMISSIONER THOMPSON

4 October 2004

AMENDMENT
(Correction of Error)

WHEREAS an error occurred in the Amendment of the abovementioned Award as published in the *Queensland Government Industrial Gazette* of 10 September 2004, Vol. 177, No. 2, pages 108-110, this Commission orders that the following correction be made and to be effective as from 26 August 2004:

- 1. By deleting the amount of "\$2,293.20" from clause 5.7.4 and inserting the amount of "\$2,293.20" in lieu thereof.
- 2. By deleting Schedule 2 and inserting the following in lieu thereof:

"SCHEDULE 2 – SALARIES – TEACHERS

The following scale of minimum salaries will apply to teachers (see clause 5.2)

	Per Fortnight \$	Per Annum \$
Band 1	Step 1.....	34,539
	Step 2.....	35,520
	Step 3.....	36,712
	Step 4.....	37,978
Band 2	Step 1.....	39,034
	Step 2.....	41,202
	Step 3.....	43,357
	Step 4.....	45,523
	Step 5.....	47,693
Band 3	Step 1.....	49,501
	Step 2.....	51,317
	Step 3.....	53,120
	Step 4.....	55,037

The above rates incorporate adjustments based upon the Department of Education Teachers' Determination 2000 (B458 of 2000) and include the arbitrated wage adjustment payable under the 1 September 2003 Declaration of General Ruling and earlier Safety Net Adjustments."

Dated 4 October 2004.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 26 August 2004
Amendment (COE) – Wages and Allowances
Released: 12 October 2004

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

FLORAL BOUQUETS, NOVELTIES ETC. MAKING AWARD – STATE 2003

(Gazette 30 May 2003)

(AR126 of 2002)

DEPUTY PRESIDENT SWAN
COMMISSIONERS EDWARDS AND BECHLY

12 October 2004

AWARD REVIEW
(Correction of Error)

WHEREAS an error occurred in the Award as published in the *Queensland Government Industrial Gazette* of 30 May 2003, Vol. 173, No. 4, pages 376-390, the following correction is made to be effective as from 2 June 2003:

By deleting clause 6.1.1(a)(i) and inserting the following in lieu thereof:

“(i) 38 hours within a work cycle not exceeding 7 consecutive days; or”.

Dated 13 October 2004.

G.D. SAVILL,
Industrial Registrar.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 130 – award review

RETAIL INDUSTRY INTERIM AWARD – STATE

(No. AR8 of 2004)

DEPUTY PRESIDENT SWAN
COMMISSIONERS EDWARDS AND BECHLY

9 September 2004

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made, as from 8 November 2004.

RETAIL INDUSTRY AWARD – STATE 2004

PART 1 – APPLICATION AND OPERATION

1.1 Title

This Award is known as the Retail Industry Award – State 2004.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 – APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions.....	1.5
Area of operation	1.6
Parties bound.....	1.7
PART 2 – FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure.....	3.1
Garage and service attendants employees – counselling procedure	3.2
PART 4 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
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Incidental or peripheral tasks.....	4.5
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PART 5 – WAGES AND WAGE RELATED MATTERS	
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Occupational superannuation	5.5
PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
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Overtime and Sunday Work	6.2
Meal Break.....	6.3
Rest Pauses.....	6.4
Clerks only – shift work	6.5
PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Long service leave	7.3
Family leave.....	7.4
Bereavement leave.....	7.5
Public holidays.....	7.6
PART 8 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
No provisions inserted in this Award relevant to this part.	
PART 9 – TRAINING AND RELATED MATTERS	
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PART 10 – OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
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PART 11 – AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record.....	11.2
Union encouragement.....	11.3
Trade Union training leave	11.4
Award posting.....	11.5

Subject Matter	Clause No.
List of employers exempted from provisions of long service leave	Schedule 1
List of employers approved superannuation schemes.....	Schedule 2
Coles Myer Ltd – occupational superannuation.....	Schedule 3

1.3 Date of operation

This Award takes effect from 8 November 2004.

1.4 Award coverage

1.4.1 This Award applies to all employees, and their respective employers, engaged in the reception and/or preparation and/or hire and/or sale and/or delivery (excepting any employees engaged solely in the delivery of newspapers) and/or installation of any goods and/or services by retail, and applies to persons employed wholly or principally as a clerk as defined herein.

1.4.2 This Award also applies to employees, and their respective employers, covered by:

- (a) the Garage and Service Station Attendants' Award – State (Excluding South-Eastern District) 2003; the Motoring Services Award – South-Eastern District 2003; Contract Catering and Industrial Services Award – South-Eastern Division 2004 where such employees are employed in a retail establishment such as a department store, discount department store or supermarket, and
- (b) the Miscellaneous Workers' Award – State 2002, where such employees are employed in a retail establishment.

1.4.3 This Award with the exception of clauses 5.5, 7.1, 7.2, 7.3 and 7.6 with the exception of employees engaged in the demonstration and/or sale and/or hire and/or rental of television receivers and/or parts in the homes of prospective clients does not apply to employees (excluding clerks) in receipt of a weekly wage which is equal or greater than 125% of the rate prescribed in the Award for Shop Assistants. This amount is exclusive of bonuses or commissions.

1.4.4 This Award applies to persons employed wholly or principally as a clerk as defined herein within the State of Queensland; but excluding:

- (a) A clerk as defined herein, and who is remunerated at a level in excess of the highest Award rate prescribed herein in the Southern Division, Eastern District, shall be exempt from the provisions of this Award except for those prescribed by clause 7.1 (Annual leave); clause 7.2 (Sick leave); clause 7.3 (Long service leave); clause 5.5 (Occupational superannuation);

Provided that clause 1.4.4(a) applies only to weekly full-time employees unless otherwise mutually agreed upon in writing between the employer and the Branch Secretary of the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Branch Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

1.4.5 This Award does not apply to any employees engaged solely in the delivery of newspapers.

1.4.6 This Award also applies to contractors and/or sub-contractors and their employees performing or executing any work to which this Award ordinarily is applicable.

1.4.7 As to the employers named in Schedule 2 to this Award, the provisions of the Award are modified in accordance with the requirements of the individual order listed in such Schedule.

1.5 Definitions

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Carter Salesperson" means any employee other than a junior employee engaged in performing the duties of a carter and/or shop assistant. The hours for such carter salesman shall be the hours as prescribed by the Transport, Distribution and Courier Industry Award – Southern Division 2003 in operation during the currency of this Award.

1.5.3 "Casual Employee" means an employee who is engaged as such and who is employed for not more than 30 hours in any one week.

In respect to clerks "Casual Clerk" means a clerk engaged by the hour, who may leave the employer's service or be discharged at any moment without notice.

Casual clerks engaged in head offices of retail companies may be employed for not more than 38 hours in any one week.

1.5.4 "Commission" means the Queensland Industrial Relations Commission.

1.5.5 "Employee" means and includes all persons for whom wage rates are prescribed by this Award.

1.5.6 "Exempt Shops" mean all those shops prescribed by section 5 of the *Trading (Allowable Hours) Act 1990*.

1.5.7 "Independent Retail Shop" means a shop prescribed by section 6 of the *Trading (Allowable Hours) Act 1990*

1.5.8 "Junior Employee" means any employee (other than a trainee as defined in clause 9.2 of this Award), under the age of 21 years, excepting employees engaged in cleaning, watching, gatekeeping or lift attendant duties.

1.5.9 "Local Authority" means a Local Authority constituted under the *Local Government Act 1993*. The term includes any Joint Local Authority, Brisbane City Council constituted under the *City of Brisbane Act 1924* and any corporation constituted under any Act where pursuant to any Act that corporation is a Local Authority.

1.5.10 "Local Authority Area" means the Area in which, for the purposes of exercising its powers, functions, and authorities performing its duties, any Local Authority has jurisdiction.

- 1.5.11 "Non-Exempt Shop" means any shop other than an exempt shop, or independent retail shop.
- 1.5.12 "Part-time Employee" means an employee who is engaged as such and who is employed for not less than 12 hours per week and not more than 32 hours per week.
- 1.5.13 "Senior Employee" means any shop assistant or clerk, 21 years of age or over:
- Provided that a shop assistant under 21 years of age who received not less than the rate of wages prescribed by this Award for an employee of the age of 21 years shall be regarded as a Senior Employee.
- 1.5.14 "Storepersons in Retail Bulk Stores" mean employees handling, receiving and despatching goods in a store removed from a shop.
- 1.5.15 "Storeperson and packer" means any employee principally engaged in the reception, storing or packing of any goods, for sale by retail.
- 1.5.16 "Storeperson in charge" means a senior storeperson who has under their supervision or direction not less than 2 employees.
- 1.5.17 "Traveller" means an employee engaged in selling goods by retail with or without samples and/or receiving retail orders within the area covered by this Award.

1.6 Area of operation

This Award applies to the whole of the State of Queensland. Divisions within this area are as follows:

- 1.6.1 "*Eastern portion of the State*" – That part of the State of Queensland within the area bounded by a line commencing at the sea-coast and the northern boundary of the Shire of Douglas; then in a south-westerly direction along the boundary of the Shire of Douglas to its junction with 145 degrees of east longitude; then along that meridian of longitude to its junction with the southern boundary of the Shire of Mareeba; then by that boundary to its junction with the Shire of Etheridge; then along the eastern boundaries of the Shires of Etheridge, Flinders, Aramac, Jericho, Tambo, Murweh, Booringa, Bungil, Bendermere, Waroo, and Balonne to the junction of the eastern point of the boundary of the Shire of Balonne with the border of Queensland and New South Wales; then along that border to the sea-coast and then along the sea-coast to the point of commencement, and including the islands off such sea-coast being part of the State of Queensland.
- 1.6.2 "*Western and Far Northern Portion of the State*" – That part of the State of Queensland commencing at the junction of the sea-coast and the Queensland/Northern Territory border; then along that border and the borders of Queensland and South Australia and Queensland and New South Wales to its junction with the south-eastern point of the boundary of the Shire of Balonne; then by the eastern boundaries of the Shires of Balonne, Waroo, Bendemere, Bungil, Booringa, Murweh, Tambo, Jericho, Aramac, Flinders and Etheridge; then by the south-eastern boundary of the Shire of Mareeba to its junction with 145 degrees of east longitude; then northerly along that meridian to its junction with the boundary with the Shire of Douglas; then along the north-western boundary of the Shire of Douglas to its junction with the sea-coast; then along the sea-coast, to the point of commencement and including the islands off such sea-coast being part of the State of Queensland.
- 1.6.3 (a) "*The Inner City of Brisbane*" – The area within the following boundaries: Commencing at the centre of the William Jolly Bridge; then along such bridge north to Skew Street; then along Skew Street to Saul Street; then Saul Street to Countess Street; then along Countess Street to Kelvin Grove Road; then along Kelvin Grove Road to Ithaca Street; then along Ithaca Street to Gilchrist Avenue; then along Gilchrist Avenue to Bowen Bridge Road; then along Bowen Bridge Road to the centre of Bowen Bridge; then along the midstream of Enoggera Creek to Breakfast Creek; then along the midstream of Breakfast Creek to the Brisbane River, and then along the midstream of such river to the point of commencement at the centre of the William Jolly Bridge:
- Provided that where the boundary of such part of the Inner City of Brisbane is a Street, Road, or Avenue shops on both sides of the street, road or avenue, shall be regarded as being within such part.
- (b) The Area of the City Heart of the Inner City of Brisbane shall be deemed to be the area within the following boundaries:
- Commencing at the outer extremities of the junction of Edward Street and Alice Street; then along Alice Street to its junction with William Street and North Quay; then along William Street and North Quay to its junction with Makerston Street; then along Makerston Street to its junction with Roma Street; then along Roma Street to its junction with Albert Street; then along Albert Street to its junction with Wickham Terrace; then along Wickham Terrace to its junction with Wharf Street; then along Wharf Street to its junction with Eagle Street; then along Eagle Street to its junction with Mary Street; then along Mary Street to its junction with Felix Street; then along Felix Street to its junction with Margaret Street; then along Margaret Street to its junction with Edward Street; then along Edward Street to its junction with Alice Street:
- Provided that any premises facing onto any of the named streets shall be deemed to be within the defined area.
- 1.6.4 "*The Gold Coast Area*" – That part of the eastern portion of the State within the following boundaries: Commencing at the junction of the sea-coast and the southern bank of the Coomera River; then along the southern bank of that river to its junction with Coombabah Creek; then by the southern bank of that creek to the Gold Coast Highway; then westerly along the Gold Coast Highway to its junction with the Pacific Highway; then by a straight line to the point on the Nerang River situated one kilometre in a direct line westerly from the nearest point on the western boundary of the Pacific Highway; then by a line parallel to, and one kilometre to the west of the western boundary of the Pacific Highway to the intersection of that line with the Tallebudgera Creek Road; then by a straight line to a point on the Queensland–New South Wales border situated 6 kilometres in a direct line from the sea-coast at its nearest point; then by that border to its junction with the sea-coast; then by the sea-coast to the point of commencement.
- 1.6.5 "*Near North Coast Area*" – The area containing those portions of the Shires of Noosa, Maroochy, Caloundra and Caboolture east of 153 degrees east longitude but excluding the area defined as the Sunshine Coast Area.
- 1.6.6 "*Sunshine Coast Area*" – The area within the following boundaries:
- That portion of the Shires of Noosa and Maroochy East of 153 degrees east longitude, south of 26 degrees 23 minutes south latitude and north of 26 degrees 41 minutes south latitude and that portion of the Shires of Maroochy and Caloundra east of 153 degrees 10 minutes east longitude, south of 26 degrees 41 minutes south latitude and north of 26 degrees 51 minutes south latitude.

- 1.6.7 “*Tourist and/or Seaside Resorts*” – That part only of the town of Hervey Bay (encompassing Point Vernon, Pialba, Scarness, Torquay and Urangan), Rainbow Beach, Tin Can Bay, Burrum Heads, Woodgate, Elliott Heads, Bargara, Moore Park, Keppel Sands, Emu Park and Yeppoon, and the islands off the sea-coast of Queensland being part of the State of Queensland.
- 1.6.8 “*Brisbane and near Metropolitan Area*” – CABOOLTURE SHIRE commencing at the mouth of the Caboolture River, upstream by that river to the Bruce Highway, by that road to; then west along Lower King Street (D’Aguilar Highway) north by Mewett Street, and east by Lee Street to the Eastern boundary of the Caboolture High School; by that boundary northerly then westerly by the northern boundary of the High School to Ferris Street; by that road north to Lagoon Creek; upstream by that creek to the western boundary of portion 109 Parish of Canning; by that boundary north to Jenson’s Road; by that road westerly then south-westerly by Pumicestone Road to the south-east corner of subdivision 7 of portion 121; by the south-western boundary (of that subdivision and subdivision 13 of portion 121), north-westerly to the North Coast Railway; by that railway northerly to the northern boundary of Reserve R710 (Caboolture Memorial Park, Recreation and Showground Reserve); by that boundary and the northern boundary of portion 172 westerly to Smiths Road: by that Road southerly to, then westerly by the D’Aguilar Highway and southerly by Lesley Avenue to the north-western corner of portion 69; south-west by the north-western boundary of that portion and its extension by line of sight to Wararba Creek, downstream by that creek then upstream by the Caboolture River to F. Lindsay’s Road, (which forms the western boundary of portion 4, and passes through portions 5A and 6A, Parish of Caboolture; by that road southerly to Moorina Road (eastern) of boundary of portion 3A); by that road southerly to Mountain View Road (Southern boundary of portion 3A and passes through portions 7A and 98); by that road westerly crossing the PINE RIVERS SHIRE boundary; continuing by that road to Ocean View Road; by that road south-westerly to the southern boundary of portion 21V; by that boundary westerly to Terror’s Creek; by that creek southerly to Sellin Road; by that road south-west to Lacey’s Creek Road; by that road westerly to the North Pine River; downstream by that river to Lake Samsonvale; southerly by the middle of that lake to the southern bank of the lake opposite Pinedale Road; generally southerly by that road to, then westerly by, Ira Buckby Road; south-easterly by Clear Mountain Road and, southerly by Eatons Crossing Road (Strathpine-Samford Road) to Cedar Creek; downstream by that creek to the South Pine River; upstream by that river to the western boundary of PINE RIVERS SHIRE; by that boundary southerly and easterly to the western boundary of the CITY OF BRISBANE; generally southerly by that boundary to the eastern branch of Cabbage Tree Creek (into MORETON SHIRE) downstream by that creek then by the south-eastern shore of Lake Manchester; again by Cabbage Tree Creek and the Brisbane River to Coal Creek; upstream by that creek to Riverside-Pine-Mountain Road; north-westerly by that road to Sherlock’s Road; by that road westerly then south-westerly to Pine Mountain Road; by that road generally north-westerly to the southern boundary of portion 491 Parish of Brassall; by that boundary westerly to and then along the south-eastern boundary of portions 253 and 254 to the Brisbane Valley Highway; by that road southerly to the point of intersection of the line of sight from Munition Dump Road; southerly by that line of sight and Munition Dump Road, then by line of sight from the end of Munition Dump Road across the Warrego Highway to the Bremer River; downstream by that river to the IPSWICH CITY Boundary; by that boundary generally southerly and easterly to Purga Creek; upstream by that creek to the Cunningham Highway; easterly by that road then by Poulsen’s Road, Binnie’s Road and Ripley Road to a road forming the western and north-western boundary of portion 181 parish of Ipswich; by that road northerly to Bundamba Creek; downstream by that creek to the IPSWICH CITY Boundary; northerly then generally easterly by that boundary to Greenwood Village Road; by that road south; then east by Johnstone Street; south by Six Mile Creek; east by Hallett’s Road to the eastern branch of Six Mile Creek; upstream by that creek to the south-eastern boundary of portion 117 Parish of Bundamba; by that boundary north-east to a road forming the southern boundary of portions 164 and 168A; by that road east to Woongaroo Creek; downstream by that creek to the northern boundary of portions 42 and 12 Parish of Stapylton; by the boundary east to the Goodna-Oxley Creek Road (Old Logan Road); by that road south-east to the LOGAN CITY Boundary; by that boundary southerly (continuation of that road) to Oxley Creek; upstream by that creek (into BEAUDESERT SHIRE) to a road forming the southern boundary of portion 429 Parish of Perry; by that road easterly to the Logan River – Greenbank Road; south-east by that road to, then southerly by the Mount Lindsay Highway to the Logan River; downstream by that river, then upstream by Ooah Creek to the southern boundary of portion 147, Parish of Boyd; by that boundary east to the ALBERT SHIRE boundary; by that boundary generally southwards to the Albert River; downstream by that river to the Logan River then southward from the Logan River, but North of the 28th degree of south latitude and east of the Brisbane – Sydney railway line and extending to the Coast (but excluding the existing Gold Coast Area) and the Brisbane and near Metropolitan Area (as defined) boundary; then continues generally northerly to the point of commencement, while encompassing the Moreton Bay Islands of REDLAND SHIRE AND BRISBANE CITY.
- 1.6.9 “*The Woolloongabba Central Business District*” – The areas within the following boundaries: Commencing at the junction of Wellington Road and Stanley Street; then along Stanley Street to Annerley Road; then along Annerley Road to Catherine Street; then along Catherine Street to Merton Street; then along Merton Street to Hawthorne Street; then along Hawthorne Street to Ipswich Road; then along Ipswich Road to Balaclava Street; then along Balaclava Street to Wellington Road; then along Wellington Road to its junction with Stanley Street:
- Provided that any premises facing onto any of the named streets shall be deemed to be within the defined area.
- 1.6.10 “*The Cairns Tourist Area*” – The area within the following boundaries:
- Commencing at a line due west from the seacoast to the junction of Jensen and Montrose Streets, then a line due south to the junction of Henley and De Jarlais Street, then a line due east to Trinity Inlet; and commencing from the junction of Stanton Road and Upper Stanton Road; then a line due south to the Kennedy Highway, then east along the Kennedy Highway to the junction with the Captain Cook Highway then north along the Captain Cook Highway to the point of commencement.
- 1.6.11 “*Southern Division*” – That is the area throughout all that part of the State of Queensland south of a line commencing at a point on the western boundary of the State of Queensland on the 25th parallel of south latitude; then due east to the 151st degree of east longitude; thence north to a point 24 degrees 30 minutes south latitude; then east to the seaboard of the State of Queensland and including the islands adjacent to the Coast from that point south.
- 1.6.12 “*Central Division*” – Commencing at the sea coast at 24 degrees 30 minutes of south latitude, then by that parallel of latitude bearing true west to 151 degrees of each longitude; then by that degree of longitude bearing true south to 25 degrees of south latitude; then by that parallel of latitude bearing true west to the western border of the State; then by the western border of the State bearing true north to 22 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to 147 degrees of east longitude; then by that degree of longitude bearing true north to 22 degrees of south latitude; then by that parallel of latitude bearing true east to the sea-coast; then by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area.
- 1.6.13 “*Northern Division*” – That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all the islands north of the 21st parallel of south latitude which are within the State of Queensland.
- 1.6.14 “*Mackay Division*” – That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

1.7 Parties bound

1.7.1 This Award is legally binding on the employers and employees as prescribed in clause 1.4 and any Union eligible to represent those employees:

PART 2 – FLEXIBILITY**2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.2 Garage and service station attendants employees – counselling procedure

- 3.2.1 A counselling and warning system is to be adopted in relation to employees absenteeism, time-keeping, job performance, safety attitude, as follows:
- (a) When an incident or incidents warrant corrective action, the supervisor will have a counselling session with the employee, fully explaining the corrective action required.
- (b) A repeat incident by the employee will result in a first warning being given to the employee by an appropriate representative of management. This warning will be given with either the Union delegate/organiser present or the employee's chosen representative and the details will be recorded.
- (c) A further repeat of this incident will result in a final warning being given to the employee. This warning will be given by appropriate company representatives in the presence of the witness as identified in clause 3.2.1(b).
- (d) This final warning will be recorded in writing and will be signed by the employee concerned, the company representative and the witness as identified in clause 3.2.1(b).

- (e) These warnings will be retained in the employee's file for a period of 2 years after which time they will be revoked. A further occurrence will result in the dismissal of the employee.
- (f) However, if the first incident is considered severe enough the first warning in that instance would be regarded and recorded as a final warning.
- (g) This procedure is to operate in connection with the termination of employment other than in cases of retrenchment or summary dismissal.

PART 4 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

4.1.1 (a) *Engagement of employees – clerks only*

At the point of engagement of each employee, the employer shall specify whether the engagement is on a weekly, part-time or casual basis.

4.1.2 *Part-time employees (as defined)*

Employees may be engaged as part-time workers as auxiliary to the present staff of full-time employees subject to the following conditions:

- (a) Part-time employees shall receive a minimum payment of 3 hours per day.
- (b) Each Part-time Employee shall be worked in accordance with a roster showing the employee's commencing and ceasing time on each day of each week, and such roster shall be posted in a conspicuous place. A week's notice of any change in an employee's place in the roster shall be given and a new roster substituted. The roster and any change shall be available for inspection by officials of the Union party to this Award:

Provided that the ordinary working hours of part-time employees may be altered without 7 days' notice by mutual agreement between the employer and the employee, and/or in the case of emergency and/or special circumstances.

Notwithstanding the foregoing an employee's commencing and ceasing time on any day may be altered (without reducing the number of hours an employee is rostered to be worked on that day) by not less than 24 hours' notice in order to satisfy emergent circumstances arising from the exigencies of the employers business. In such circumstances an individual employee shall not be required to change commencing or ceasing times on any day the effect of which would increase the number of hours the employee is rostered to be worked on that day, when the employee is not available to work such extra hours.

- (c) The hourly rate of wages for part-time employees shall be calculated by dividing the appropriate weekly wage by 38.
In no case shall the payment be for less than 24 hours per fortnight and not more than 64 hours per fortnight or 32 hours per week.
 - (i) Provided those part-time employees, engaged as such as at 30 November 1988, shall not be compelled to work less than 40 hours per fortnight unless expressly agreed otherwise.
 - (ii) Those part-time employees engaged as such as at 3 December 1990 shall not be compelled to work less than 30 hours per fortnight unless expressly agreed otherwise, but in no instance shall an employee work less than 24 hours in the fortnight.
- (d) Part-time employees shall be entitled to *pro rata* holiday pay, sick leave, long service leave and all holidays as mentioned in Part 7 of the Award.

4.1.3 *Casual employees (as defined)*

- (a) The ordinary hourly rate of wages for casual employees on Monday to Saturdays shall be calculated by dividing the appropriate weekly wage by 38, plus a loading of 23%.
- (b) Casual employees shall receive a minimum payment of 3 hours for any day:

Provided that casual employees may be engaged for a minimum of 2 hours per week in the first 2 weeks of employment for the purposes of training.

4.2 Termination of employment

4.2.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.2.2 *Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.2.3 *Notice of termination by employee*

- (a) The notice of termination required to be given by an employee (other than a clerk) in the Southern and Central Divisions shall be the same as that required of an employer, save and except there shall be no additional notice based on the age of the employee concerned.
- (b) The notice of termination required to be given by an employee (other than a clerk) in the Northern and Mackay Divisions shall be one week. Such week's notice shall not be counted as annual leave.
- (c) The notice of termination required to be given by a clerk is one day during the first week of employment and one week once the employee has completed their first week of employment. The week's notice cannot be counted as annual leave or part thereof.
- (d) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.2.2(d).

4.2.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.3 **Introduction of changes**

4.3.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.3.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.3.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.4 **Redundancy**

4.4.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.4.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.4.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.4.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.2.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.4.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.4.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.4.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.4.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.4.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.4.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.2.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.4.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years.....	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years.....	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.4.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.4.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.4.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.4.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.4.10 *Employees with less than one year's service*

Clause 4.4 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.4.11 *Employees exempted*

Clause 4.4 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.4.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.4 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.4.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.4.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.4.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.4.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay."

4.4.15 *Employees of Queensland Government Departments and Agencies*

The provisions clause 4.4 will not apply to employees of Queensland Government Departments or Agencies, to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.4.

4.5 **Incidental or peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Anti-discrimination

- 4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 – WAGES AND WAGE RELATED MATTERS

5.1 Classification Structures

5.1.1 Shop assistants classification structure

- (a) “Shop Assistant” (92.14%) means – an employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed, and shall include all managers, heads of departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and/or time-payment collectors, travellers, wireless salespersons, electrical goods and/or appliances salespersons, hearing aid appliances salespersons, carter salespersons, produce salespersons, window dressers, ticket writers, order collectors, mail order assistants, storepersons, packers, porters, linoleum and carpet layers and cutters, rubber mat and rubber floor covering layers and cutters and all other floor covering cutters and layers demonstrators, footwear repair receivers, dry-cleaning receivers in retail stores, message juniors who are not covered by any other Award, all persons employed or engaged in selling, demonstrating or canvassing for or taking orders for goods for sale by retail and/or for hire or in any duties in taking orders for goods for sale by retail and/or for hire or in any duties in any way incidental thereto, employees engaged as dusters in furniture, crockery or hardware shops, all employees in or connected with the pattern department in any shop or shops automobile and/or farm implements, spare-parts and/or accessories salespersons, storepersons in retail bulk stores, all employees in florists’ shops not covered by any other Award, and cosmetic and/or beauty aid consultants and persons employed for special occasions, e.g. Santa Claus’.
- (b) “First Level Supervisor” (94.5%) means – an employee who is appointed by the employer to be, or is, responsible for a defined or designated area of a shop. Such employee may work alone, or directly supervise other employees, in the defined or designated area.
- (c) “Second Level Supervisor/Shop Manager” (100%) means – an employee who is appointed by the employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.

5.1.2 Ancillary employees classification structure

- (a) Classification 1 (100%) – Employees engaged as qualified cooks in a restaurant or cafeteria in a retail department or chain store or staff canteen in premises operated by a retail store.
- (b) Classification 2 (94.5%) – Employees in a restaurant or cafeteria in a retail department or chain store or a staff canteen in premises operated by a retail store, engaged substantially in cooking and/or preparing food, but not including an employee cooking eggs, fish and chips, hamburger and the like, making toast, teas, soup, or similar drinks.
- (c) Classification 3 (92.14%) – All other employees engaged in a restaurant or cafeteria in a retail department or chain store, or staff canteen in premises operated by a retail store, employees engaged in a photographic section of a retail store, employees carrying out watching/gatekeeping/cleaning duties who also perform general maintenance duties, employees working as night or intermediate cleaners.
- (d) Classification 4 (88%) – All employees in motoring services and car park operations of retail stores, lift attendants, employees carrying out watching and/or gatekeeping duties and day cleaners.

5.1.3 Clerks Classification Structure

- (a) “Clerk” includes any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, and/or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books and accounts.

The term “clerk” also includes any person engaged exclusively or principally in attending to telephone switchboards, receiving and answering calls, and manipulating any apparatus to enable people to converse, as well as manipulating any keyboard or other apparatus to facilitate communication, or in any other clerical capacity whatsoever, but does not include persons engaged solely in collecting money out of doors. “Clerk” also includes clerks in head offices of retail companies.

- (b) “Classification Criteria” are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.

- (i) The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.
- (ii) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (iii) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work the employee performs within the parameters of the characteristics and not the duties the employee performs *per se*. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level. For example, whilst shorthand is first specifically mentioned in Level 2 (100 wpm) in terms of typical duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.
- (iv) Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer, which in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.
- (v) Classification criteria – In the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the grievance and dispute settling procedure (clause 3.1) shall be followed.

5.1.4 *Classification Levels* – All adult employees shall be classified in one of the following levels:

(a) LEVEL 1 Range = 88%–94%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

(i) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

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

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

(ii) Typical duties/skills

Indicative typical duties and skills of this level may include:

Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors, e.g. reception, switchboard.

Telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard.

Maintenance of basic manual and/or computerised records.

Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.

Handling, recording or distributing mail including messenger service.

Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.

Copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.

The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.

(b) LEVEL 2 Range = 96%–100%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

(i) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking relating to overall progress. In some situations, detailed instructions may be necessary. Employees are required to exercise judgment and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(ii) Typical Duties/Skills

Indicative typical duties and skills at this level may include:

Responding to enquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.

Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.

Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.

Stenographer person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.

Copy typing and audio typing at 65 words per minute at 98% accuracy.

Maintenance of records and/or journals including initial processing and recording relating to the following:

- reconciliation of accounts balance
- incoming/outgoing cheques
- invoices
- debit/credit items
- payroll data
- petty cash imprest system
- letters etc.

(iii) Secretarial – performing a broad range of clerical functions within this level.

Computer applications involving clerical skills at this level, which may include one or more of the following functions:

- create a data base/files/records
- spreadsheet/worksheet
- graphics
- accounting/payroll file following standard procedures and using existing models/fields of information.

(c) LEVEL 3 Range = 107%–110%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

(i) Characteristics

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

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgment are required in carrying out assigned duties.

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

(ii) Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc., at a higher level than at Level 2.

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.

(iii) Secretarial – performing a broad range of clerical functions at a higher level than at Level 2.

Apply computer software packages utilising clerical skills at a higher level than at Level 2.

(d) LEVEL 4 Range = 112%–115%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

(i) Characteristics

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

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1 – 3 by personal instruction and demonstration.

(ii) Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Secretarial/Executive Services – performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:

Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.

Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.

Advise on/provide information on one or more of the following:

- (A) employment conditions;
- (B) workers compensation procedures and regulations;
- (C) superannuation entitlements, procedures and regulations.

Apply computer software packages utilising clerical skills at a level higher than at Level 3.

(e) LEVEL 5 Range = 122%–125%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

(i) Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of *inter alia*, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

(ii) Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Operates and is responsible for a complex and diverse payroll system.

Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.

Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.

Prepare internal reports for management in any or all of the following areas:

- (A) account/financial
- (B) staffing
- (C) legislative requirements
- (D) other significant company activities/operations.

Finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

Executive Secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.

5.2 Wages

5.2.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

(a) Shop assistants

Classification and relativity	Award rate per week \$
Shop Assistant (92.14%)	
Shop Assistant Floorlaying employee	526.40
First Level supervisor (94.5%)	
Section head Floorlaying hand	536.30
Second Level supervisor/shop manager (100%)	
Department manager Manager – 2 or less employees Manager – over 2 employees	561.20

(b) Ancillary employees

Classification 4 (88%)	
Day cleaner Lift attendant Watchperson/gatekeeper All adult employees under Motoring Services Award – South-Eastern District 2003	509.10

Classification 3 (92.14%)

Cashier/waiting staff Counter/kitchen assistant and all others All photographic employees Cleaner with additional duties Watchperson/gatekeeper with additional duties	526.40
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Classification 2 (94.5%)

Cook	536.30
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Classification 1 (100%)

Qualified cook	561.20
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(c) Clerks – The following rates shall apply to the undermentioned classifications in the Southern Division (Eastern District):

Classification Level and relativity (Note)	Adult service increment within Level	Total minimum rate of pay \$
Level 1		
88%	1st year of service	509.10
90%	2nd year of service	517.50
92%	3rd year of service	525.80
94%	4th year of service	534.20
Level 2		
96%	1st year of service	542.50
98%	2nd year of service	550.90
100%	3rd year of service	561.20
Level 3		
107%	1st year of service	590.40
110%	2nd year of service	602.90
Level 4		
112%	1st year of service	609.30
115%	2nd year of service	621.80
Level 5		
122%	1st year of service	651.00
125%	2nd year of service	663.50

Note: The percentage relativities column relates to the percentages applying before the application of the first, second and third arbitrated safety net adjustments. The percentage relativities are based on a base rate and supplementary payment totalling \$417.20 per week.

See also clause 5.3.16 for supervisory allowances.

5.2.2 *Divisional and district parities* – In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts shall be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Adults 21 years of age and over Per Week \$
Northern Division, Eastern District.....	1.05
Northern Division, Western District.....	3.25
Mackay Division.....	0.90
Southern Division, Western District.....	1.05

In the Township of Clermont, all shop assistants shall receive an allowance of 50c per week.

5.2.3 (a) The minimum rates of pay for junior employees (excluding junior clerks) shall be determined by applying the following percentages to the Shop Assistant rate by reference to clauses 5.2.1 and 5.2.2 where appropriate:

	Percentage of minimum adult rate %
Under 16 years of age.....	45
16 and under 17 years of age.....	50
17 and under 18 years of age.....	55
18 and under 19 years of age.....	65
19 and under 20 years of age.....	75
20 and under 21 years of age.....	85

(b) Clerks only

The rates of pay for junior employees shall be as follows:

	Percentage of appropriate minimum adult rate %
15 and under 16 years of age.....	45
16 and under 17 years of age.....	50
17 and under 18 years of age.....	55
18 and under 19 years of age.....	65
19 and under 20 years of age.....	75
20 and under 21 years of age.....	85

Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either levels 1 or 2, with the first pay point in levels 1 or 2 reflecting the wage rate upon which the junior percentages above are calculated.

Whether the first pay point in level 1 or 2 is used depends on whether the junior is performing work which falls within level 1 (in which case the first adult pay point of level 1 is used) or any level above level 1, in which case the first adult pay point in level 2 is used.

Once a junior employee reaches 21 years of age this employee then must be slotted into the appropriate level (1 to 5) and commence on the wage rate reflected by the first pay point at that level.

(c) Calculation of junior rates – Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

(d) Junior employees in floor covering department – Junior employees employed in floor covering departments shall be paid the adult wage for their age group as prescribed in clause 5.2.1 plus \$3.10 per week.

5.2.4 (a) *Employees engaged in demonstration, sale, hire, or rental of television receivers*

The minimum rates of wages payable to employees engaged in the demonstration and/or sale and/or hire and/or rental of television receivers and/or parts shall be as follows:

	Rate per week \$	* Absorbable minimum rates adjustment per week \$	Rate per week \$
Weekly employees.....	478.50	14.10	492.60

(* Includes First and Second Minimum Rates Adjustments.)

Weekly employees engaged in the demonstration and/or sale and/or hire and/or rental of television receivers and/or parts in the homes of prospective clients shall be paid \$5.20 per week in addition to the above rates.

Casual employees engaged in the demonstration and/or sale and/or hire and/or rental of television receivers and/or parts in the homes of prospective clients shall be paid \$1.26 per day in addition to the above rates.

Any expenses incurred in the discharge of the employee's duty shall be paid for by the employer in addition to the above rates.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2004 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.5 *Payment of wages*

Wages and overtime shall be paid weekly. Such payment shall be made on the same day of each week which shall be either Monday or Tuesday of each week and shall be made up to and including the previous Saturday. Payment may be made by cash, or Electronic Funds Transfer (EFT):

Provided such payment to casual employees shall be on the basis of actual hours worked in each week or fortnight:

Provided further such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system.

As from 1 December 1988, payment of wages, overtime and allowances may be made on any day in each pay cycle:

Provided that the employer shall stipulate the completion date for each pay cycle which shall be the same day for each pay cycle.

Where an employee is paid in cash, payment for work performed during such pay cycle shall be made not later than 2 days after the completion of the stipulated pay cycle:

Provided that where the employer elects to pay by Electronic Funds Transfer (EFT) payment to employees for work performed during such pay cycle shall be made not later than 3 days after the completion of the stipulated pay cycle.

As from 4 July 1988, an employer may elect to convert to a fortnightly payment system either by paying one week in advance or, at the election of an existing employee, to a fortnightly pay, without one week in advance. If the employee does not so elect the first fortnightly pay thereafter shall include one week's pay in advance, with that additional weeks pay able to be phased out progressively over a maximum period of 5 months, at the rate of one day, after each completed month.

Employers shall have the authority to deduct from any monies due to the employee, any outstanding pre-payments, in circumstances where for any reason an employment relationship is terminated in the interim.

An employer shall not charge a sum against, nor deduct any sum from the wages of an employee in respect of any shortage in the amount charged by an employee, or in respect of an employee giving too much change, or (except in the case of wilful destruction) in respect of any breakages by an employee.

5.2.6 *Travellers* – Retail travellers shall receive \$7.45 per week in addition to the rate as provided in clause 5.2.1. Any expenses incurred in the discharge of the employee's duty shall be paid for by the employer in addition to the above rate.

5.3 **Allowances**

5.3.1 *Freezer disability allowance*

Employees, whose primary function is the handling or loading of goods into or out of freezer rooms (i.e. rooms with an inside temperature falling below 0 Degrees Celsius) shall be paid a disability allowance of \$9.20 per week in the case of weekly employees and 24.55c per hour in the case of casual and part-time employees:

Provided that employees who are not normally employed in the handling or loading of goods into or out of freezer rooms but are instructed by their employer to carry out such functions shall be paid a disability allowance at the hourly rate applicable to casual and part-time employees whilst so employed.

5.3.2 *Trolleys*

A person engaged in the retrieval and/or collection of shopping trolleys and who is the driver/operator of a motor vehicle used in such retrieval and/or collection, shall be paid at the rate of \$14.60 per week, in addition to the wage prescribed by clause 5.2.1. This amount shall be taken into consideration for all purposes of this Award except annual leave.

Where an employee is engaged for only part of their time on any duties mentioned under clause 5.3.2 a proportional payment shall be made for the time so engaged.

5.3.3 *First aid*

A weekly employee appointed and whilst engaged to act as the first aid attendant shall be paid \$11.20 per week:

Provided that where weekly, part-time or casual employees are engaged as such for a period which is less than 38 hours in any one week, an amount of \$2.24 per day shall be paid. These amounts shall be in addition to the prescribed rates of pay.

5.3.4 *Meals or meal allowance during overtime*

A weekly employee who is required to work overtime for a period in excess of one hour after the ceasing time of such employee's ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money.

A part-time or casual employee who works more than 4 ordinary hours on any day and who works in excess of 2 hours overtime on such day shall also be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money:

Provided that employees may elect to forego the said 30 minute meal break in circumstances where overtime does not exceed 2 hours. If an employee so elects the employee shall also forego the sum of not less than \$9.60 as meal money.

5.3.5 *Locomotion*

- (a) All means of locomotion required by the employer for business purposes, shall be provided and maintained by the employer, or, in the alternative, where the employee is requested to supply their own locomotion, the employee shall be paid the following minimum allowance:

\$17.40 per week for the use of a bicycle;
\$48.49 per week for the use of a motorcycle/motor scooter;
\$134.39 per week for the use of a motor car.

- (b) Where the actual distance travelled by the vehicle is in excess of 4,026km over a period of 3 calendar months, an allowance at the rate of 18c per kilometre shall be paid for the distance travelled in excess thereof in addition to the weekly rates prescribed herein:

Provided that where an employee is required to perform the major portion of each week in an area the minimum outline extremities of which shall be more than 8km apart, the employee shall be paid the amount of \$10.37 per week in addition to the above rates. Such area shall not necessarily include the point of employment or headquarters from which the employee leaves to proceed to the area:

Provided further that the minimum weekly allowances prescribed in clause 5.3.5 shall be paid weekly or fortnightly in addition to the weekly wage prescribed by this Award and notwithstanding that the employee may be absent during annual leave or paid sick leave or on public holidays.

- (c) Notwithstanding the weekly rate prescribed for a car, the employee may make any other arrangement as to car or car allowances, not less favourable to the employee:

Provided that where an employee is required to use the employee's own car for a part of a week only, the employee shall be paid on a distance basis at the rate of 38c per kilometre.

5.3.6 *Fares, travelling allowances and accommodation*

When an employee is transferred from one branch shop to another branch shop the employer shall pay first-class travelling fares. When an employee is sent by the employer outside the city area to do any work, the employer shall pay first-class travelling fares and accommodation. In addition the employer shall pay the employee at the rate of 50% of the employee's ordinary wage for all time spent by the employee in travelling outside the normal working hours.

5.3.7 *Extra rate for heavy weights*

Employees engaged in carrying packages over 68kg in weight without the aid of mechanical contrivances or carrying goods over 51kg in weight on a plank or handling cement, lime and/or fertiliser in bulk shall be paid 54.65c per hour while so doing with a minimum payment of \$1.093:

Provided that where an employee is engaged in weighing up lime, cement, fertiliser, plumbago or handling creosote in broken quantities, such employee shall be paid \$2.75 per day in addition to the ordinary rate.

5.3.8 *Employees preparing ham and/or bacon*

Employees engaged on the tasks of boning ham and/or bacon and preparing such ham and/or bacon for sale shall be paid \$5.90 per week in addition to the wages prescribed in clause 5.2.

5.3.9 *For garage and service station employees only*

Any employee operating a steam or other mechanical unit for the purpose of cleaning and/or degreasing motor vehicles and/or applying anti-corrosive paint shall be paid \$16.90 per week in addition to the wages prescribed in clause 5.2.

Employees greasing and/or changing oil of motor vehicles shall be paid an additional amount of 50.75c per hour when engaged on these tasks with a minimum weekly payment of \$5.10.

5.3.10 *Wet work*

Any employee who is required to work in an inspection pit where there is water underfoot to a depth exceeding 50mm so that the feet of the employee there will become wet shall be paid an extra 39.45c per hour for the actual time worked therein:

Provided that where the employer provides the employee with gum boots the allowance of 39.45c per hour shall not be paid.

5.3.11 *Cleaning lavatories*

All employees called upon to clean earthen closets or urinals other than by merely hosing them shall be paid 37c per closet per service in addition to all other amounts due to them:

Provided that for the purposes of clause 5.3.11 every 3 or fraction of 3 urinals shall be considered the equivalent of one closet:

Provided further that employees called upon to clean closets connected with septic tanks or sewerage shall be paid \$6.40 per week in addition to all other amounts due to them.

5.3.12 *Tow truck operators*

Employees engaged in driving and/or operating tow-trucks which are equipped with a crane shall be paid \$20.10 per week in addition to the rates prescribed by this Award.

5.3.13 *For motoring services employees*

Any employee operating a steam or other mechanical unit for the purpose of cleaning and/or degreasing motor vehicles and/or applying anti-corrosive paint shall be paid \$16.90 per week in addition to the wages prescribed in clause 5.2. Employees greasing and/or changing oil of motor vehicles shall be paid an additional amount of 50.75c per hour when engaged on these tasks with a minimum weekly payment of \$5.10.

5.3.14 *Watchpersons and gatekeepers only*

In addition to the wage prescribed by clause 5.2, watchpersons and/or gatekeepers shall be paid an allowance of 15% for ordinary afternoon and night shift work performed between the hours of 4.00 p.m. and 8.00 a.m. in the following day:

Provided that notwithstanding the normal casual loading, in the case of a casual employee, the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading:

Provided further that these payments shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

5.3.15 *Window cleaning*

- (a) Any employee who is required to clean windows when it is necessary to go wholly outside the window or climb around an outside column to do such cleaning shall, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah be paid 34c extra for each such window unless the outside window or column ledge is more than 50 centimetres wide:

Provided that nothing in clause 5.3.15 shall apply to cleaning from a ladder resting on the ground.

- (b) Where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds in height 7.5 metres from the ground, the employee shall be paid 34c per window extra for each window so cleaned:

Provided that when an efficient safety device is provided 5.3.15 shall not apply.

5.3.16 *Supervisory allowances – clerks*

In addition to the wages prescribed by clause 5.2.1(c) any employee appointed by the employer to supervise and control other employees shall be paid in addition to their ordinary rate the following allowances:

	\$
Employees in charge of more than one and not more than 8 employees	6.10
Employees in charge of more than 8 and not more than 16 employees	9.20
Employees in charge of more than 16 employees.....	12.30

5.4 **Clerks only – higher duties payment**

An employee who is called upon to perform work at a level above their current classified level for a period of more than 2 days, shall be paid at the minimum Award rate prescribed for that higher level for the whole period involved on such higher level duties.

5.5 **Occupational superannuation**

5.5.1 *Application* – In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions*

Every employer shall contribute on behalf of each eligible employee as from 3 April 1989 an amount calculated at 3% of the employee's ordinary time earnings rounded off to the nearest 10 cents into an approved Occupational Superannuation Scheme or Fund, as defined in clause 5.5:

Provided that the employer shall not be required to pay superannuation including leave without pay excepting in the case of absence on workers' compensation, in which case the employer's requirement to pay such superannuation contributions continues whilst the employee is receiving by way of workers' compensation an amount of money not less than the relevant award rate of pay.

5.5.3 *Definitions*

- (a) "Eligible Employee" means all:

- (i) full-time and adult part-time employees; and
- (ii) adult casual employees regularly working 12 hours per week or more;

where the employee has had 6 months service including regular working in terms of clause 5.5.3(a) (ii) which averages 12 hours per week or more, in the employment of the employer.

Contributions are payable in accordance with clause 5.5.2 upon attainment of the qualifying period but are not retrospective.

- (b) "Ordinary Time Earnings" means the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes supervisory allowances. Overtime, holiday, penalty rates, laundry, disability allowances, fares and travelling time and other extraneous payments including bonuses and commissions are not included in the calculation of ordinary time earnings.
- (c) An "Approved Occupational Superannuation Scheme or Fund" shall be:
 - (i) Clerical, Administrative and Retail Employees Fund (CARE).
 - (ii) Sunsuper.

- (iii) Retail Employees Superannuation Trust (REST).
- (iv) Australian Enterprise Superannuation.
- (v) Australian Primary Superannuation Fund (APSF).
- (vi) Such other Scheme or Fund as may be agreed upon between an employer and the relevant Union and recorded in an approved Industrial Agreement.
- (vii) In relation to any particular employer, any other Scheme or Fund to which that employer was already making superannuation contributions on behalf of the employees as at 20 February 1989 and which is approved under the *Occupational Superannuation Standards Act 1987*.

Any employer seeking to utilise the provisions of clause 5.5.3(c)(vii) shall on or before 1 July 1989, apply to the Commission for approval of such Scheme or Fund, and upon approval, details of such approved Scheme or Fund shall be listed in a Schedule to the Award. The Commission may for such reason as it sees fit in any particular case, approve a Scheme or Fund after 1 July 1989:

Provided that in the event of any dispute as to whether a Scheme or Fund satisfies the requirements of clause 5.5.3(c)(vii), the onus of proof shall rest with the employer.

- (viii) In relation to employees other than The Australian Workers' Union of Employees, Queensland members of Coles Myer Ltd. and subsidiary companies, Coles Myer Employees Benefit Fund (CMEBF).
- (ix) Employees of Coles Myer Ltd. who are members of The Australian Workers' Union of Employees, Queensland are covered by Schedule 4 to this Award.
- (x) In relation to employees of David Jones (Australia) Pty. Limited, David Jones Group Accumulation Fund.
- (xi) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (xii) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.

5.5.4 *Freedom of choice*

- (a) Except as otherwise provided for herein, no employer shall be required to make contributions into more than one fund at any time:

Provided that employees, including those in existing Schemes or Funds covered by clause 5.5.3(c)(vii) shall have the right to choose to have contributions specified in clause 5.5.2 paid into any Scheme or Fund provided for in clause 5.5.3(c) as decided by a majority of the employees to whom clause 5.5 applies.

- (b) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.5.5 *Challenge of a Fund*

- (a) An eligible employee being a member or a potential member of a Fund, as well as the relevant Union, may by notification of a dispute challenge a Fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that Fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any Fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Cessation of contributions*

An employer shall not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

5.5.7 *Other contributions*

Nothing in clause 5.5 shall preclude an employee from making contributions to a Scheme or Fund in accordance with the provisions thereof.

Only those established Schemes or Funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 20 February 1989, shall be recognised under clause 5.5.3(c)(vii). The making of contributions subsequent to 20 February 1989 but on a retrospective basis, in respect of any period up to and including 20 February 1989, shall not under any circumstances, bring a Scheme or Fund within the meaning of clause 5.5.3(c)(vii).

5.5.8 *No other deductions*

No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Scheme or Fund apart from remission of contributions on a monthly basis.

5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from the provisions of clause 5.5 on the grounds of:
- (i) incapacity to pay costs associated with its implementation; or
 - (ii) special or compelling circumstances peculiar to the business.
- (b) An employer may apply to the Commission for relief from the specification of Funds listed in clause 5.5.3(c) where employees working under this Award are a distinct minority within their workforce and/or an undue multiplicity of Funds would otherwise result.

5.5.10 *Record keeping*

The employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and of payments made to the approved Fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and shall have such records available for inspection by an Industrial Inspector or Officer of the Union, authorised pursuant to section 366 of that Act.

PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK WEEKEND WORK

6.1 Hours of work

6.1.1 (a) *Weekly Hours – All establishments*

In all establishments each full-time weekly employee shall be worked so that the maximum number of hours that shall constitute an ordinary week's work shall not exceed on average 38 per week and may be worked in any one of the following forms:

- (i) 38 hours in one week;
- (ii) 76 hours in 2 consecutive weeks;
- (iii) 114 hours in 3 consecutive weeks;
- (iv) 152 hours in 4 consecutive weeks;

and except as hereafter provided shall be worked on not more than 5 days in the week or on 6 days in one week if in the following week the employee is rostered to work ordinary hours on not more than 4 days. Employees working on 6 consecutive days shall be allowed 2 consecutive days off:

Provided those hours shall be worked within the range of prescribed ordinary hours on one of the following bases at the discretion of the employer:

- (A) not more than 19 days in each 4 week cycle with either fixed or rotating day off:

Provided that by mutual agreement between the employer and employee opportunity will exist for an accumulating day off in a 4 week work cycle, with a maximum of 5 days being accumulated in 5 cycles;

- (B) a shorter working day of not more than 4 continuous hours work in ordinary time on one day in each 2 week work cycle;
- (C) a shorter working day of not more than 6 continuous hours in ordinary time on one day in each week; or
- (D) a shorter working day of not more than 7.6 hours work in ordinary time:

- (I) in a shop employing on a regular basis 9 or less employees per week (other than *bona fide* partners);

- (II) by mutual agreement with an employee:

Provided that broken shifts shall not be worked:

Provided further that when a short day is to be worked in accordance with clause 6.1.1(a)(B), the 4 hour ordinary work period shall either conclude by 12.30 p.m. or not commence until 12 noon unless there is express and mutual agreement between employer and individual employee to do otherwise.

An employee's ordinary daily working hours according to the employee's roster shall be worked continuously, except for the meal break:

- (b) Notwithstanding the foregoing:

- (i) In Non-Exempt Shops only – The ordinary hours of all weekly employees shall be worked on any 5 days, Monday to Saturday inclusive with the rostered days off decided by mutual agreement between the employer and the employees concerned:

Provided no existing employee engaged as at 29 April 1988, shall be compelled to work more than one late night nor more than one Saturday, nor more than one Monday in any 2 week period:

Provided further it shall be permissible in any shop where there are less than 6 weekly employees bound by this Award for the roster for such employees to be decided by mutual agreement between the employer and the employees concerned.

Nothing contained in clause 6.1.1(b) shall prevent an employer from working employees Monday to Friday, 5 days, each week.

In the absence of mutual agreement, the rostered days off shall be as determined by the employer having due regard for the wishes of the majority of employees and the needs of the business.

- (ii) In Exempt and Independent Retail Shops only – Where an exempt shop or an independent retail shop trades and is open for business and employs labour for less than 6 full days each week employees may work their ordinary hours in accordance with the following roster, in which case no employees shall be required to work later than 12 noon on that day observed as the weekly half holiday without the payment of overtime:

Provided that where an employer trades and is open for business and employs labour for 6 or more full days each week employees shall work their ordinary weekly working hours in 5 days each week, or on 6 days in one week if in the following week they are rostered to work ordinary hours on not more than 4 days. Employees working on 6 consecutive days shall be allowed 2 consecutive days off.

3 weeks Roster

	1st Week	2nd Week	3rd Week
Monday	On	On	Off
Tuesday	On	On	On
Wednesday	On	On	On
Thursday	On	On	On
Friday	On	On	On
Saturday	On	Off	On

or

Monday to Friday each week (38 hours)

Monday	On
Tuesday	On
Wednesday	On
Thursday	On
Friday	On
Saturday	Off

- (iii) In Independent Retail Shops only –

The ordinary working hours of all weekly and part-time employees in shops which prior to 1 November 1987 were non-exempt shops as defined in this Award as at that date shall be worked over not more than 5 days or on 6 days in one week if in the following week the employee is rostered to work ordinary hours on not more than 4 days.

Employees working on 6 consecutive days shall be allowed 2 consecutive days off.

All ordinary hours worked between 6.00 p.m., and midnight on Monday to Friday shall be paid at the rate of time and a-quarter.

On the one regular day of the week which pursuant to the Order fixing Trading Hours – Non-Exempt Shops Trading by Retail – State is one on which late night trading is permitted in the locality, any weekly employee, in a shop which prior to the 1 November 1987 was a non-exempted shop regularly engaged in late night trading, who works more than 8 and a-half hours as part of the employee's ordinary working week and any part-time employee required to work overtime in excess of 30 minutes shall, if required to continue such work in ordinary hours or overtime hours (as the case may be) beyond 6.45 p.m. be paid a meal allowance of \$9.60.

Payment for such meal money may be included with the employees wage but shall be shown on the pay slip as a separate item.

6.1.2 *Daily hours – all establishments*

- In Non-Exempt Shops regularly engaged in late night trading the ordinary daily working hours for all weekly employees shall not exceed 8 and a-half hours per day on week days other than on the day of the week when late night trading is permitted.
- In non-exempt shops the ordinary daily working hours for all weekly employees shall not exceed 11 hours on the day of the week upon which late night trading is permitted.
- In Non-Exempt shops in the Cairns CBD only, the ordinary daily working hours for all weekly employees shall not exceed 8 and a-half hours per day, on days other than Friday, and 11 hours on Friday.
- In Exempt and Independent Retail Shops the ordinary daily working hours for all employees shall not exceed 8 and a-half on any one day (exclusive of meal hours).

As an alternative to the ordinary daily working hours prescribed in clauses 6.1.2 and 6.1.3 by agreement between the majority of the employees involved and the employer not more than 10 ordinary hours may be worked each day by full-time employees. Where a full-time employee is rostered to work 18 or more ordinary hours in 2 days in a week the employees ordinary weekly working hours shall be rostered over not more than 4 days, in which case 3 consecutive days off shall be allowed, unless otherwise agreed in writing.

6.1.3 *Ordinary commencing and ceasing times*

The commencing and ceasing times for ordinary hours of work shall be:

- (a) Exempt Shops and Independent Retail Shops – The ordinary daily working hours shall be worked continuously without a break, except for meal breaks between 6.00 a.m. and 12 midnight each day.

No employee shall be allowed to commence work on any day until at least 8 hours have elapsed since that employee completed the preceding period of duty:

Provided that females under 18 years of age shall not be required to work after 9.00 p.m. unless an adult is present and further that in such circumstances the employer is required to provide transport where normal or public transport is not available.

- (b) Non-Exempt Shops regularly engaged in late night trading – Employees in Non-Exempt Shops in that part of the Eastern Portion of the State covered by this Award which regularly avail themselves of late night trading and within the area bounded by the Perimeter of the town of Roma.

(i) In the part of the Area of this Award defined as the Eastern Portion of the State, except the Brisbane and Near Metropolitan Area (as defined), between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays; between 7.00 a.m. and 9.30 p.m. on Thursdays; and between 7.00 a.m. and 12.30 p.m. on Saturdays.

(ii) In that part of the Brisbane and near Metropolitan Area (as defined), defined as the Inner City of Brisbane and Woolloongabba Central Business District between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays; between 7.00 a.m. and 9.30 p.m. on Fridays and between 7.00 a.m. and 4.30 p.m. on Saturdays.

(iii) In the remainder of the Brisbane and near Metropolitan Area (as defined), between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays; between 7.00 a.m. and 9.30 p.m. on Thursdays; and between 7.00 a.m. and 4.30 p.m. on Saturdays.

(iv) In that part of the Area of this Award defined as the Eastern Portion of the State except the Rockhampton Central Business District between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays; between 7.00 a.m. and 9.30 p.m. on Thursdays; and between 7.00 a.m. and 12.30 p.m. on Saturdays.

(v) In that part of the Area of this Award defined as the Rockhampton Central Business District, between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays; between 7.00 a.m. and 9.30 p.m. on Fridays and between 7.00 a.m. and 12.30 p.m. on Saturdays.

(vi) In that part of the Area of this Award defined as the Sunshine Coast Area, the ordinary weekly working hours for weekly, part-time and casual employees shall be worked between 7.15 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Fridays and Saturdays; and between 7.15 a.m. and 9.30 p.m. on Thursdays.

- (c) Employees in Non-Exempt Shops in that part of the eastern Portion of the State covered by this Award and Division 1 of the Local Authority Area of the City of Mount Isa which regularly avail themselves of the late night trading other than the Cairns Central Business District:

(i) In that part of the area of this Award defined as the Eastern Portion of the State except the Local Authority Areas of the City of Townsville and the City of Thuringowa and except the Cairns Area (as defined), between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays; between 7.00 a.m. and 9.30 p.m. on Thursdays; and between 7.00 a.m. and 12.30 p.m. on Saturdays.

(ii) In that part of the Local Authority Areas of the City of Townsville and the City of Thuringowa defined as Townsville Central Business District, between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays; between 7.00 a.m. and 9.30 p.m. on Fridays; and between 7.00 a.m. and 1.30 p.m. on Saturdays.

(iii) In the remainder of the Local Authority Areas of the City of Townsville and the City of Thuringowa and in the Cairns Area (as defined), between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays; between 7.00 a.m. and 9.30 p.m. on Thursdays; and between 7.00 a.m. and 1.30 p.m. on Saturdays.

- (d) Non-Exempt Shops trading on Sundays in the Areas of City Heart of Inner City of Brisbane, Cairns Central Business District, the Gold Coast Area and the Sunshine Coast Area – Notwithstanding the provision of clause 6.1.1(b), the following ordinary hours shall apply:

- (i) In the Area of the City Heart of the Inner City of Brisbane as defined:

The ordinary weekly working hours for all employees shall be worked between 7.00 a.m. and 6.00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays; between 7.00 a.m. and 9.30 p.m. on Fridays; between 7.00 a.m. and 4.30 p.m. on Saturdays and between 9.15 a.m. and 4.30 p.m. on Sundays:

Provided that:

(A) No existing employee as at 3 December 1990 shall be compelled to work ordinary hours on a Sunday.

(B) Unless otherwise mutually agreed each weekly employee and part-time employee working ordinary hours over 5 days per week shall be entitled to 3 consecutive days off per week shall be entitled to 3 consecutive days off (such days to include a Saturday and a Sunday) in each period of 4 weeks.

(C) No employee shall be required to work ordinary hours on more than 6 consecutive days:

Provided further it shall be permissible in any shop where there are less than 6 weekly employees bound by this Award for the roster for such employees to be decided by mutual agreement between the employer and the employees concerned.

(D) For the purpose of roster calculations a “week” means the period from Monday to Sunday.

(ii) In the Cairns Tourist Area:

The ordinary weekly working hours for all employees shall be worked between 7.45 a.m. and 8.30 p.m. on Mondays to Fridays; between 7.15 a.m. and 6.00 p.m. on Saturdays and between 12.15 p.m. and 8.30 p.m. on Sundays.

(iii) In the Gold Coast Area:

The ordinary weekly working hours for all employees shall be worked between 7.15 a.m. and 7.00 p.m. on Mondays, Tuesdays, Wednesdays and Fridays, between 7.15 a.m. and 9.30 p.m. on Thursdays; between 7.15 and 6.00 p.m. on Saturdays and between 9.15 a.m. and 4.30 p.m. on Sundays.

(A) The ordinary weekly working hours for all employees (other than casuals and part-time employees) shall not exceed 8 and a-half hours per day other than the day of the week recognised as the late trading night for the Gold Coast Area and shall not be changed except upon 7 days' prior notice in writing.

(B) The ordinary daily working hours for all weekly employees shall not exceed 11 hours on the day of the week recognised as the late trading night for the Gold Coast Area:

In the case of the 3 areas aforementioned, subject to clause 6.1, the ordinary hours of all weekly employees shall be worked on any days Monday to Sunday inclusive, the rostered days off decided by mutual agreement between the employer and the employees concerned provided that:

(C) Employers of weekly and part-time employees shall give reasonable consideration to the wishes of all weekly and part-time employees who either generally or on particular occasions do not wish to work on Sundays.

(D) Any disputation arising from clauses clause 6.1.3(d)(iii)(C) will be dealt with via the Grievance Procedure.

(iv) In the Sunshine Coast Area:

(A) The ordinary weekly working hours for all employees shall be worked between 7.15 a.m. and 7.00 p.m. on Mondays, Tuesdays, Wednesdays, and Fridays; between 7.15 a.m. and 9.30 p.m. on Thursdays; between 7.15 a.m. and 6.00 p.m. on Saturdays, and between 9.15 a.m. and 4.30 p.m. on Sundays.

(B) Employers conducting non-exempt shops shall give reasonable consideration to the wishes of all permanent employees, who either generally or on a particular occasion, do not wish to work on a Sunday. Any dispute in relation to Sunday work may be pursued under the grievance and dispute settling procedure in clause 3.1.

(e) Non-Exempt Shops not regularly engaged in late night trading – Employees in Non-Exempt Shops in that part of the Eastern Portion of the State covered by this Award and Division 1 of the Local Authority Area of the City of Mt Isa and within the area bounded by the perimeter of the Town of Cloncurry, (excluding Gold Coast Area, and Tourist and/or Seaside Resorts (as defined)) which do not regularly avail themselves of late night trading and non-exempt shops in the Western and Far Northern Portion of the State (excluding the area bounded by the perimeter of the Town of Roma):

(i) The ordinary weekly working hours for weekly employees, part-time and casual employees who work in non-exempt shops in the aforementioned areas shall be worked between the hours of 7.00 a.m. and 6.00 p.m. Mondays to Fridays each week and between the hours of 7.00 a.m. and 12.30 p.m. on Saturdays:

Provided that the hours of 7.00 a.m. to 4.30 p.m. on Saturdays shall apply in the Brisbane and near Metropolitan Area (as defined).

(A) Weekly employees shall be worked their ordinary daily working hours either by a 3 week roster or a Monday to Friday week each and every week in accordance with the arrangements of ordinary working hours as set out below.

(B) Notwithstanding the provisions of clause 6.1.3, weekly employees may be rostered to work ordinary hours on 6 days in one week if in the following week they are rostered to work ordinary hours on not more than 4 days. Employees working on 6 consecutive days shall be allowed 2 consecutive days off.

3 weeks Roster

	1st Week	2nd Week	3rd Week
Monday	On	On	Off
Tuesday	On	On	On
Wednesday	On	On	On
Thursday	On	On	On
Friday	On	On	On
Saturday	On	Off	On

OR

Monday to Friday each week (38 hours)

Monday	On
Tuesday	On
Wednesday	On
Thursday	On
Friday	On
Saturday	Off

Provided that part-time employees shall be worked their ordinary daily working hours within the 3 week roster as set out above or within a Monday to Friday week each and every week.

- (C) The ordinary weekly working hours for all employees (other than casual employees and part-time employees) shall not exceed an average of 38 hours per week if worked in accordance with the 3 week roster. The maximum ordinary weekly working hours for any one week of such 3 week roster shall be 43 and three-quarter hours.
- (D) Weekly employees worked in accordance with the 3 week roster shall be given one Saturday and one Monday off every 3 weeks, the Monday to follow the Saturday as a rostered day off.
- (f) Non-Exempt Shops in the Near North Coast Area and Tourist and/or Seaside Resorts – The ordinary weekly working hours for all employees in the non-exempt shops in the Near North Coast Area, and Tourist and/or Seaside Resorts (excluding Bribie Island, Maroochydore and Mooloolaba) shall be worked between the hours of 7.15 a.m. and 6.00 p.m. Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.
- (i) The ordinary weekly working hours for all employees in the non-exempt shops in Tourist and/or Seaside Resorts as defined (excluding Emu Park, Keppel Sands and Yeppoon) shall be worked between the hours of 7.15 a.m. and 6.00 p.m. Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.
- (A) The ordinary weekly working hours for all employees (other than casuals and part-time employees) shall not exceed 8 and a-half hours per day, each day of the week and shall not be changed except upon 7 days' prior notice in writing:
- Provided that if an employee's working day commences before noon, an employee shall work 3 hours before receiving a break.
- (B) Except in emergent circumstances when an employee is worked in accordance with a roster as set out in clause 6.1.1(a)(iv) an employee's rostered day off in any week shall not be altered without the employer giving the employee notice in writing 14 days prior to any change.
- (g) Non-Exempt Shops in Bribie Island, Maroochydore and Mooloolaba – The ordinary weekly working hours for all employees in non-exempt shops in Bribie Island, Maroochydore and Mooloolaba shall be worked between the hours of 7.15 a.m. and 6.00 p.m. Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays:

Provided that employees may be rostered their ordinary hours of work on 5 days of the week Monday to Friday or Tuesday to Saturday in each week:

All ordinary hours worked by weekly and part-time employees on Wednesdays shall be paid for at the rate of time and one-quarter:

Provided that employees who work their ordinary weekly hours Monday to Friday or Tuesday to Saturday each week shall not receive the above quarter time extra loading for work done on Wednesdays.

- (h) Extra Christmas Trading Hours – Non-Exempt Shops
- (i) Where special trading hours are granted pursuant to the Trading Hours Order applying to Non-Exempt Shops trading by Retail – State in the period of 18 to 23 December inclusive in each year, the ordinary spread of hours on days falling within this period shall be 7.00 a.m. to 9.30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays; 7.00 a.m. to 6.00 p.m. on Saturdays and 9.15 a.m. to 4.30 p.m. on Sundays, except in tourist areas where the ordinary spread of hours shall be 7.15 a.m. to 9.30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays; 7.15 a.m. to 6.00 p.m. on Saturdays and 9.15 a.m. to 4.30 p.m. on Sundays.
- (ii) All time worked by a weekly employee bound by clause 6.1.3(h) after 6.00 p.m. as part of the employee's ordinary working week shall be paid at the rate of quarter time in addition to the ordinary weekly wage or proportion thereof up to and including 9.30 p.m.
- (iii) On permitted days for late night trading any weekly employee who works more than 8 and a-half hours as part of the employee's ordinary working week and any part-time employee required to work overtime in excess of 30 minutes shall, if required to continue such work in ordinary hours or overtime hours (as the case may be) beyond 6.45 p.m. be paid a meal allowance of \$9.60.

Payment for such meal allowance may be included with the employees wage but shall be shown on the pay slip as a separate item.

- (i) Every employee shall be given a regular commencing and ceasing time for each day which shall not be changed except upon 7 days' prior notice in writing:

All time worked outside of an employee's commencing and ceasing time according to the employee's roster, shall be deemed to be overtime and paid for accordingly.

A copy of the regular commencing and ceasing time of all employees including any alteration that may be made shall be kept and shall be available for inspection by officials of the Union party to this Award.

6.1.4 Late Night Work – Non-Exempt Shops

- (a) All ordinary hours worked by a weekly or part-time employee after 6.00 p.m. as part of the employee's ordinary working week on a day permitted for late night trading shall be paid at the rate of quarter time in addition to the ordinary weekly wage or proportion thereof.
- (b) On the permitted day for late night trading any weekly employee who works more than 8 and a-half hours as part of the employee's ordinary working week and any part-time employee required to work overtime in excess of 30 minutes shall, if required to continue such work in ordinary hours or overtime hours (as the case may be) beyond 6.45 p.m. be paid a meal allowance of \$9.60.

Payment for such meal allowance may be included with the employee's wage but shall be shown on the pay slip as a separate item.

6.1.5 Saturday Work – All shops

All employees, other than casuals, shall be paid in addition to their ordinary rates of pay a loading of 25% for all ordinary hours worked on Saturday.

6.1.6 *Sunday Work – Non-Exempt Shops*

All ordinary hours worked by weekly and part-time employees on a Sunday shall be paid at the rate of double the ordinary hourly rate (i.e. 200%).

All ordinary hours worked by casual employees on a Sunday from 16 March 1994 shall be paid at the rate of double the ordinary hourly rate plus 22% (i.e. 222%).

All ordinary hours worked by casual employees on a Sunday from 1 December 1994 shall be paid at the rate of double the ordinary hourly rate (i.e. 200%).

6.1.7 *Sunday Work – Independent Retail Shops and Exempt Shops*

All ordinary hours worked by weekly and part-time employees on a Sunday from 16 March 1994, shall be paid at the rate of time and three quarters of the ordinary hourly rate (i.e. 175%).

All ordinary hours worked by casual employees on a Sunday from 16 March 1994 shall be paid at the rate of time and a-half of the ordinary hourly rate, plus 47% (i.e. 197%).

All ordinary hours worked by all employees on a Sunday from 1 December 1994 shall be paid at the rate of time and a-half of the ordinary hourly rate (i.e. 150%).

6.1.8 *Employees engaged in the hire of goods*

The ordinary hours of work of employees wholly or principally engaged in the hire of goods (other than employees in non-exempt shops, independent retail shops shall be as for exempt shops.

6.1.9 *Employees engaged on watching/gatekeeping duties*

Notwithstanding the provisions of clause 6.1 the ordinary hours of work of employees engaged on watching/gatekeeping duties may be worked on any 5 days of the week. Shift work may be worked in accordance with a roster to be agreed upon between the employer and the Union.

6.2 **Overtime and Sunday Work**

6.2.1 All time worked in excess of the ordinary weekly working hours or outside the time specified in clause 6.1.3 or outside the hours specified in the employee's roster shall be deemed overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that any time required to be worked by a casual employee in excess of 8 hours on any day other than the weekly half holiday and in excess of 5 and one-half hours on the weekly half holiday shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided further that in the Brisbane and Near Metropolitan Area (as defined) such overtime rates shall apply where casual employees work in excess of 8 hours on any day including the weekly half holiday:

Provided further that any time required to be worked by a part-time employee in excess of 8 hours on any day or in excess of 64 hours in any fortnight shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

6.2.2 All overtime worked on a Sunday by full-time and part-time employees shall be paid for at the rate of double the ordinary hourly rate with a minimum of 2 hours.

All overtime worked on a Sunday by casual employees shall be paid for at the rate of double the ordinary casual hourly rate, as provided for in clause 4.1.3, with a minimum of 2 hours.

6.2.3 Employees called upon to work overtime on Saturday or other day observed as the weekly half holiday shall be provided with a minimum of 2 hours work or payment therefore, provided that clause 6.2.3 shall not apply to overtime worked continuously with ordinary hours.

6.2.4 In the event of an employee being required to work overtime the employee shall be given notice by the employer before closing time on the day previous to the day on which the employee is required to commence such overtime.

A weekly employee who is required to work overtime for a period in excess of one hour after the ceasing time of such employee's ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money.

A part-time or casual employee who works more than four ordinary hours on any day and who works in excess of 2 hours overtime on such day shall also be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money:

Provided that employees may elect to forego the said 30 minute meal break in circumstances where overtime does not exceed 2 hours. If an employee so elects the employee shall also forego the sum of not less than \$9.60 as meal money.

6.2.5 An employee shall not be required to work on the employee's rostered day off for that employee unless such employee elects to work on such day, and where an employee so elects, all time worked shall be deemed to be overtime and paid for at not less than time and a-half for the first 3 hours and double time thereafter:

Provided that where an employee works on the employee's rostered day off, the employee shall be paid a minimum of 4 hours' pay at the above overtime rates:

Provided further that on termination of employment an employee shall be entitled to be paid, as overtime, any time in excess of 38 hours per week where the appropriate roster cycle has not been completed.

6.2.6 Subject to mutual agreement in writing between the employee and employer, an employee may be compensated for working overtime in lieu of payment, by being allowed time off equivalent to the prescribed penalty rate.

Such time off shall be allowed and taken within 28 days of the overtime being worked, or paid out to the employee.

6.2.7 *Clerks only working overtime*

- (a) In circumstances where employees do not use their own vehicle and are required to come to work and or return home outside of the usual running times of public trains/buses where such public transport is normally available for day workers, the employer shall pay any reasonable additional amount incurred by that employee in reaching home.
- (b) An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

6.3 **Meal break**

- 6.3.1 An employee's ordinary daily working hours according to the employee's roster shall be worked continuously, except for the meal break (other than a clerk who is a shift worker). No employees shall be required to take more than one hour or less than 45 minutes in one continuous period for each meal break:

Provided that where the express agreement of the employee is obtained the midday meal break may be less than 45 minutes but not less than 30 minutes.

- 6.3.2 The time for the midday meal break shall be between the hours of 11.00 a.m. and 3.00 p.m. An employee's meal break shall be a regular set period each day of the week and shall not be changed except upon 7 days' prior notice in writing:

Provided that if an employee's working day commences before noon an employee shall work 3 hours before receiving a break:

Weekly employees required to work more than 8 and one-half hours as part of their ordinary working hours and part-time employees required to work overtime in excess of 30 minutes shall have a meal break of not less than 30 minutes nor more than 45 minutes if such ordinary working hours or overtime hours (as the case may be) are to continue beyond 6.45 p.m. In such circumstances the meal break shall be allowed between 4.30 p.m. and 6.45 p.m.

No employee shall be required to work longer than 5 hours without a meal break.

6.3.3 *Clerks only*

Supper – If overtime be worked on any occasion between the hours of 9.00 p.m. and 8.00 a.m. the employer shall allow a break of half an hour between 11.00 p.m. and 11.30 p.m. and between 4.00 a.m. and 4.30 a.m.

All time worked during the mutually agreed times or during the meal times where there is not mutual agreement shall be paid for at double ordinary rates.

6.4 **Rest pauses**

6.4.1 *All employees*

Weekly, part-time and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and second half of the period worked.

- 6.4.2 Rest pauses shall be taken in the employer's time.

- 6.4.3 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

6.5 **Clerks only – shift work**

Shift work may be worked according to a roster and conditions as agreed upon in writing between the employer and the Branch Secretary of the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees, and/or the Branch Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 **Annual leave**

- 7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of the employee's employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 *Rostered days off arising from the implementation of the 38 hour week*

An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

Further an employee is only entitled to a maximum of 12 rostered days off in any 12 month period of employment except in the employees first year with an employer when annual leave is not taken for one year (52 weeks). In these circumstances a maximum of 13 rostered days off may accrue in the 12 month period.

- 7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at the excess rate; and
 - (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.
- 7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.7.
- 7.1.6 If any holidays mentioned in clause 7.6 of the Award shall occur during such annual leave then the period of annual leave shall be extended by one day for each holiday so occurring except when such holiday is observed on the weekly half holiday in which case the period of annual leave shall be extended by one-half day.
- 7.1.7 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) All employees – Subject to the provisions of clause 7.1.7(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave;
 - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(a)(i).
- (b) The provisions of clause 7.1.7(a) shall not apply to the following:
 - (i) any period or periods of annual leave exceeding 4 weeks;
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 **Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.4 **Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.4.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.5 **Bereavement Leave**

7.5.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.5.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.5.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.5.5 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

7.6 **Public holidays**

7.6.1 All employees will be entitled to a day off, without deduction of pay, where the employee would ordinarily be rostered to work one of the following public holidays and is not required to perform any duties on that public holiday:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; and
- Exhibition Day or the appropriate regional show day;
- any additional days gazetted as public holidays, which have not already been listed above; and
- any ordinary working day, agreed between the employer and the employee to be treated as show holiday in a district in which a holiday is not appointed.

- 7.6.2 Any employee who works on a public holiday will be paid for a minimum period of 4 hours.
- 7.6.3 All full-time and part-time employees will be paid 250% of the part-time hourly rate for all hours worked on a public holiday. All casual employees will be paid 250% of the casual rate for all time worked on a public holiday. There will not be any extra loadings paid for hours worked on a public holiday.
- 7.6.4 If there is a substituted day gazetted or proclaimed for a particular public holiday, the following will apply:
- (a) If an employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day is to be their public holiday and receive the standard public holiday benefits for that day. The other day shall then be worked as a normal rostered day, without payment of any additional loadings unless the actual public holiday is 25 December. In this case an employee will be entitled to receive a loading of one-half of an ordinary day's wages for working on that day.
 - (b) An employee who is rostered to work the substituted day and not the actual public holiday will receive public holiday loadings for work done on the substituted day. In this case, the employee will not receive any additional pay in relation to the actual public holiday.
 - (c) An employee who is required to work on either the actual public holiday or substituted day shall observe the day on which the employee is rostered to work as the public holiday.
- 7.6.5 A full-time employee whose non-working day falls on a public holiday shall receive, by mutual agreement either:
- (a) an additional day's wages; or
 - (b) an additional day's annual leave; or
 - (c) another day off with pay within 28 days after the holiday falls or during the week prior to the holiday; or
 - (d) an additional day's wages if the employer and the employee are unable to reach agreement on one of the above three options:
- Provided that, a part-time employee will also be entitled to the benefits of clause 7.6.5 if the public holiday falls on a day on which the employee works on any week of their roster cycle:
- Provided further that no employee who is regularly rostered to work Monday to Friday shall receive the benefit of a public holiday which falls on a Saturday or a Sunday unless substitution occurs, in which case the employee shall receive the benefit of the substituted day.
- 7.6.6 A part-time employee whose normal roster includes a public holiday shall either be paid for the ordinary hours that would ordinarily have been worked on that day, or shall receive the appropriate public holiday rate for all work done on that day.
- 7.6.7 If a full-time or part-time employee:
- (a) is stood down by an employer during December;
 - (b) is re-employed by the employer before the end of the next January; and
 - (c) was employed by the employer for a continuous period of at least 2 weeks immediately before being stood down,
- then the employer must pay the employee at the ordinary rate payable to the employee immediately before the stand down for the Christmas Day, Boxing Day and New Year's Day public holidays between the stand down and the re-employment.
- "Stand down" in clause 7.6 includes dismissal.

PART 8 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

No provisions inserted in this Award relevant to this Part.

PART 9 – TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

- 9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the retail industry, both via internal, on-the-job and through external training providers.
- 9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.
- 9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the retail industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.
- 9.1.4 The parties agree to continue discussions on issues raised by the relevant Union relating to training.
- 9.1.5 The parties are committed to encouraging young people to view the retail industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

9.2 Traineeship wages and conditions

9.2.1 Objectives and application

- (a) The objective of clause 9.2 is to implement a system of remuneration to support a system of Traineeships that are recognised as Approved Training Schemes. These Traineeships may be undertaken on either a full-time, part-time or school based arrangement under a Training Agreement.
- (b) Clause 9.2 shall only apply to Trainees who are registered under a Training Agreement approved by the State Training Council.

9.2.2 Definitions

- (a) "Act" means the *Vocational Education, Training and Employment Act 1991* or any successor legislation.
- (b) "Approved Training Scheme" bears the meaning contained in section 68 of the Act and shall include the Retail Operations and Retail Skills – Woolworths Traineeships.
- (c) "Australian Qualifications Framework (AQF)" means a national system of recognition for the issue of vocational credentials.
- (d) "Award" means the Retail Industry Award – State 2004.
- (e) "Course of Instruction" means the training programs and/or training packages approved from time to time by the State Training Council or its successor including the minimum training requirements.
- (f) "Employer" bears the meaning given to that term in the Act.
- (g) "Part-Time Trainee" means a Trainee who undertakes a Traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the course of instruction at the same or lesser training time than a full-time Trainee. In addition, a part-time Trainee shall have reasonably predictable hours of work, and shall be rostered to work on a regular and continuous basis.
- (h) "State Training Council" shall include the powers and responsibilities as identified in the Act. It shall also include any powers and responsibilities given in terms of successor legislation.
- (i) "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with clause 9.2.
- (j) "Traineeship" means a system of training that has been approved by the State Training Council.
- (k) "Traineeship hours" shall mean the hours that a school based Trainee undertakes ordinary hours of work on the job, including on-the-job training.
- (l) "Training Agreement" bears the meaning contained in the Act.
- (m) "Training Record" bears the meaning contained in section 93 of the Act.

9.2.3 Transition arrangements

Current Traineeships bound by clause 9.2 will produce an AQF (2) outcome. It is recognised that the term Traineeship may be replaced with the introduction of the New Apprenticeship System to allow an employee to participate in an approved course of instruction under a Training Contract.

9.2.4 Training conditions

- (a) The Trainee shall attend a course of instruction in accordance with the provisions of the Act and the delivery arrangements approved by the State Training Council. The employer shall ensure that the Trainee is permitted to attend the course of instruction provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement has been signed by the employer and the Trainee and lodged for registration with the State Training Council.
- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.
- (d) The employer agrees that officers of the State Training Council will monitor the overall training program and that the training record may be utilised as part of this monitoring process.
- (e) Completion of the Approved Training Scheme shall be based on the successful achievement of competencies and associated minimum training requirements within the course of instruction that may be specified within the Training Record.

9.2.5 Employment Conditions

(a) General

- (i) A Trainee may be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to 30 calendar days. By agreement in writing, and with the consent of the State Training Council, the relevant employer and the Trainee may vary the duration of the Traineeship.
- (ii) The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (iii) Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of this Award or any other legislative entitlements.
- (iv) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
- (v) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Award.
- (vi) No Trainee shall work shift work unless the parties to the Traineeship agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.

- (vii) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award, unless this Award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
- (viii) All other terms and conditions of this Award that are applicable to the Trainee or would be applicable to the trainee but for clause 9.2 shall apply unless specifically amended by clause 9.2.5.
- (ix) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship shall not be entitled to any termination, change or redundancy payment or any such like payment.
- (x) Traineeship arrangements consist of a series of Certificate outcomes from AQF Levels 1 to Diploma. Each certificate outcome may be regarded as a separate traineeship. Parties may negotiate on the undertaking of higher level training on the completion of each certificate level or alternatively be contracted for a number of certificate outcomes under a single Training Agreement.

A traineeship shall not provide any guarantee of continued employment on completion of the traineeship. Continued employment after completion of the traineeship shall be at the discretion of the employer, unless the trainee had tenure of employment with the employer immediately prior to commencing the traineeship then the trainee shall revert to, as a minimum, employment of equal status.

(b) Part-time Trainees

- (i) Trainees may be engaged on part-time arrangements with the consent of the State Training Council and be remunerated on a part-time basis in accordance with the provisions of clause 9.2.
- (ii) Notwithstanding the provisions of this Award, the ordinary hours of work including on and off-the-job training for a part-time Trainee shall not be less than 15 hours per week averaged over the duration of the training agreement.
- (iii) A Trainee may be engaged on a part-time basis until such time as the Trainee attains the minimum training requirements within the course of instruction.
- (iv) A part-time Trainee shall be subject to a probationary period that shall expire after 30 calendar days or 152 hours of workplace employment whichever is longer. During the probationary period, employment may be terminated by either party in accordance with the provisions of the Act.
- (v) All other terms and conditions of employment shall be determined by this Award including overtime, annual leave, sick leave and other relevant entitlements.
- (vi) Nothing within clause 9.2 will prevent the employer and part-time Trainee from progressing the Traineeship to a full-time basis.

9.2.6 (a) Traineeships Level 1 and Level 2

The wages payable to Trainees shall be based on the full-time rates provided below. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF(2) outcome.

School Leaver	Highest Year of Schooling Completed			
	\$	Year 10 \$	Year 11 \$	Year 12
	168.00 (50%)	209.00 (33%)	274.00	
	196.00 (33%)	235.00 (25%)		
plus 1 year out of school	235.00	274.00	315.00	
plus 2 years	274.00	315.00	370.00	
plus 3 years	315.00	370.00	421.00	
plus 4 years	370.00	421.00		
plus 5 years or more	421.00			

Note: These rates are currently based on the rates provided within the Training Wage Award – State 2003 for Skill Level B. It is intended that parity with that Award be retained until such time as an alternate wage base is developed which may include the recognition of wage progression based on the achievement of competencies. Definitions with respect to “Years out of school”, shall be deemed to be consistent with the arrangements within the Training Wage Award – State 2003.

(b) Traineeships Level 3

The wage payable to trainees shall be based on the full-time rates below. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF(3) outcome.

School Leaver	Highest Year of Schooling Completed			
	\$	Year 10 \$	Year 11 \$	Year 12
	168.00 (50%)	209.00 (33%)	284.00	
	196.00 (33%)	235.00 (25%)		
plus 1 year out of school	235.00	284.00	330.00	
plus 2 years	284.00	330.00	384.00	
plus 3 years	330.00	384.00	439.00	
plus 4 years	384.00	439.00		
plus 5 years or more	439.00			

Note: These rates are currently based on the rates provided within the Training Wage Award – State 2003 for Skill Level A. It is intended that parity with that award be retained until such time as an alternate wage base is developed which may include the recognition of wage progression based on the achievement of competencies. Definitions with respect to “Years out of school”, shall be deemed to be consistent with the arrangements within the Training Wage Award – State 2003.

(c) Advanced Traineeships Levels 4 and 5

The expected outcome of successfully completing either the Advanced Traineeship Levels 4 or 5 is that the trainees will progress to the levels of First Level Supervisor or Second Level Supervisor respectively.

The progression points and pay rates for Trainees undertaking Traineeships at Level 4 and Level 5 levels shall be based on the full-time senior rates and will progress as indicated in the table as follows:

Progression Points and Pay Rates

Traineeship Level 4		Traineeship Level 5	
Commencing at AQF 3 Level	\$526.40	Commencing at First Level Supervisor	\$536.30

Those Trainees who successfully complete the Approved Training Scheme shall receive the appropriate junior or adult rate of pay under the award or remain on the pay level prescribed within this clause whichever is the higher until a subsequent increment becomes due.

(d) Part-time trainees

(i) Payments for part-time Trainees shall be based on an hourly rate in accordance with the provisions of clause 9.2.6(a). The Award shall form the basis of wage calculation in respect of annual leave, overtime, sick leave and public holidays and shall apply on a *pro rata* basis.

(ii) The hourly rate for a full-time Trainee shall form the basis for wage calculations for part-time Trainees.

NOTE: The rates of pay in this Award include the arbitrated adjustment payable under the 1 September 2004 Declaration of General Ruling and earlier Safety Net Adjustments. [Disputed cases are to be referred to the President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset safety net adjustments.

(e) Assessment and review

Any dispute or grievance arising from difficulties in translation, assessment, progression through the levels or the achievement of competence shall be addressed through the policy of the State Training Council in conjunction with the Wholesale, Retail and Personal Services Industry Training Advisory Board Inc. and the processes of the Act.

(f) *Special arrangements*

(i) The wage rates contained in clause 9.2 are minimum rates and may be supplemented by enterprise bargaining or other similar initiatives

(ii) Where an enterprise agreement provides for training wage rates and/or training arrangements that are superior to the wage rates and arrangements in clause 9.2, the enterprise agreement shall apply.

(g) School Based Trainees

(i) For the purposes of the implementation of School Based Traineeships the following definitions shall apply:

“Integrated Training Program” means the combination of industry training and school curriculum where the training program involves the obtaining of a nationally recognised qualification meeting a specified package of endorsed standards, within an Approved Training Scheme.

“School based trainee” means a full-time student undertaking a Traineeship in association with their school studies, i.e. a combination of secondary schooling, an integrated training program and employment with an employer as part of a stable employment relationship. Such an arrangement requires:

- a Training Agreement signed by the employer and the trainee or their guardian;
- an employment contract involving on-the-job training and productive work;
- off-the-job training undertaken by a Registered Training Organisation which may be a school, TAFE or a private provider;
- that the student/employee attends school, training and work as required under the course of instruction; and
- as an outcome, the attainment of a senior secondary certificate and completion of or progress towards achieving a nationally recognised vocational education and training qualification.

(ii) School based trainees shall be entitled to a base hourly rate and an additional loading of 23% on the base hourly rate in lieu of the following entitlements as provided in the Award:

- annual leave
- sick leave
- occupational superannuation

The base hourly rate reflects the hourly rate within the Training Wage Award – State 2003 for skill levels A and B as amended from time to time. For the purposes of wage arrangements under this agreement, a student is deemed to be in Year 10, Year 11 or Year 12 from the first of January of each year.

- (A) Traineeships with AQF Levels 1, 2 and 3 outcomes.

	YEAR 10	YEAR 11	YEAR 12
Base Hourly Rate	\$6.40	\$6.40	\$7.70
Loaded Hourly Rate	\$7.90	\$7.90	\$9.50

Those trainees who successfully complete the Approved Training Scheme shall receive the appropriate junior or adult rate of pay under the Award or remain on the pay level prescribed within clause 9.2 whichever is the higher until a subsequent increment becomes due.

- (B) School based trainees shall be remunerated in accordance with the loaded hourly wage rates prescribed in clause 9.2.6(a) and clause 9.2.6(b) for all time worked, including time spent undertaking on-the-job training:

Provided, that while a trainee is predominantly attending a Secondary School as a full-time student, the trainee shall not be entitled to wages or any other entitlements prescribed in this Award, for the time spent undertaking the off the job component of the traineeship while attending a Secondary School and/or College of TAFE or other Registered Training Organisation.

- (C) Other than that prescribed in clause 9.2.6(g)(ii) a school based trainee shall receive on a *pro rata* basis all employment conditions applicable to a full-time or part-time trainee except where varied by the terms of clause 9.2.
- (D) Nothing within clause 9.2 will prevent the employer and school based trainee from progressing the traineeship to a full-time or part-time basis,
- (E) Upon completion of Secondary Schooling, where the trainee has not completed the Approved Training Scheme, the trainee shall be regarded as a full-time or part-time trainee and entitled to all entitlements otherwise provided for a full-time or part-time trainee in the retail industry.

PART 10 – OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Workplace health and safety matters

10.1.1 Protective clothing

- (a) Suitable waterproof clothing shall be made available to all employees required to work in the rain.
- (b) Suitable gloves and waterproof aprons shall be made available to employees required to handle frozen goods or clean freezer cabinets or dairy cases.
- (c) Suitable protective clothing shall be made available to employees required to enter a freezing room (i.e. a room in which the inside temperature falls below 0 degrees Celsius).
- (d) Clothing made available by the employer pursuant to clauses 10.1.1(a), (b) and (c) shall be maintained by the employer at the employer's expense in good repair and in a clean and hygienic condition, and shall remain the property of the employer.

10.1.2 Limitation of weights

- (a) Male employees over 18 years of age shall not be permitted or allowed to lift, carry or move by hand any object so heavy as to be likely to cause risk of injury.
- (b) The maximum weight in kilograms which any employee (other than a male employee over 18 years of age) may be permitted or allowed to lift, carry or move by hand shall be in accordance with the following table:

Age	Males Kgs	Females Kgs
Under 16	14	9
16 to 18	18	11.5
Over 18	–	16

10.1.3 Amenities

- (a) Meal rooms – In any shop where the number of employees is 6 or more, the employer shall provide a fit and proper meal room and every such employer shall permit any employee who may desire to do so to make use of such meal room during meal and rest periods for dining and resting. Every such meal room shall comply in all respects with the requirements of the *Workplace Health and Safety (Miscellaneous) Regulation 1995 – Schedule 7 – Work Amenities (for workplaces other than construction workplaces)* as amended from time to time.

Boiling water shall be supplied by the employer to all employees using the meal room during meal periods.

- (b) First aid equipment – In all shops where more than 10 persons are employed at the same time the employer shall provide and maintain at all times a suitable first aid cabinet. Such cabinet shall be easily accessible from all places where employees are required to work, convenient to running warm water, of dustproof design and plainly marked "First Aid" with the name of the person in charge of such first aid cabinet printed on the outside of such cabinet.

Every such first aid cabinet shall contain supplies which shall in all respects comply with the requirements of the *Workplace Health and Safety (Miscellaneous) Regulation 1995 – Schedule 7 – Work Amenities (for workplaces other than construction workplaces)* as amended from time to time.

Provided that in every shop where more than 20 persons are employed at the same time, a qualified first aid attendant who shall be a holder of a current St. John Ambulance Certificate of Medallion standard, shall be on duty and readily available to attend to any injuries sustained by employees during working hours:

Provided further that in every shop where more than 200 persons are employed at the one time the employer shall provide a casualty room which shall in all respects comply with the requirements of the Second Schedule of the *Workplace Health and Safety (Miscellaneous) Regulation 1995 – Schedule 7 – Work Amenities (for workplaces other than construction workplaces)* as amended from time to time:

Provided further that in every shop where more than 300 persons are employed at the one time a trained nurse shall be appointed full-time.

- (c) Drinking water – In all shops, a sufficient, continuous and easily accessible supply of filtered, purified or fresh drinking water having a temperature of not more than 24 degrees celsius shall be provided by the employer for the use of employees.

Where more than 20 persons are employed in the shop at the one period, there shall be provided in convenient positions at least one bubbler type of drinking fountain fitted with a mouth guard to every 20 employees or portion of 40 employees.

- (d) Cleansing work – Any employee covered by this Award shall not be required to do any scrubbing of floors.

10.2 Articles to be supplied

- 10.2.1 *White coats* – In any grocery shop or grocery and/or provisions section of any shop where employees are ordered to wear white coats, such coats shall be provided and laundered at the expense of the employer, and shall remain the property of the employer:

Provided that where it is mutually agreed that the laundering shall be done by the employee, a laundry allowance of \$2.95 per week (or 60c per day in the case of casual or part-time employees) shall be paid.

- 10.2.2 *Uniforms* – In any establishment where employees are ordered or required by the employer to wear any special uniform, dress or frock such special uniform, dress or frock shall be supplied and laundered free by the employer and shall remain the property of the employer:

Provided that where it is mutually agreed that the laundering shall be done by the employee a laundry allowance of \$2.95 per week (or 60c per day in the case of casual or part-time employees) shall be paid:

Provided further that in any establishment where a uniform is provided by the employer and where the employer insists that the uniform be not worn outside the premises during lunch hours, the employee shall be permitted to change out and into the uniform in the employer's time.

- 10.2.3 *Aprons* – Where an employee performs work in respect of which an apron is necessary such apron shall be supplied and laundered free of charge by the employer, and shall remain the property of the employer.

- 10.2.4 *Writing materials* – The employer shall provide all writing materials necessary for the performance of an employee's duties.

- 10.2.5 *Scissors and tape measure* – If an employee has to use scissors or tape measure in the employee's work in respect of material sold, such scissors or tape measure shall be supplied originally by the employer and shall at all times remain the employer's property.

The scissors or tape measure shall be replaced by the employer if the employee produces evidence that they or it have or has worn out.

- 10.2.6 *Floor covering layers and cutters* – If an employee engaged in performing the work of a floor covering layer and/or cutter, has to use a knife or other tools in the employee's work, such knife or tools shall be supplied originally by the employer and shall remain the employer's property.

The knife or tools shall be replaced by the employer if the employee produces evidence that the knife or tools have worn out.

Floor covering layers and/or cutters must be provided with overalls and one pair of sandshoes per year.

10.3 Flood and fire

An employee working in places affected by flood and fire shall be paid for any damage or injury to clothing (including boots) sustained owing to the conditions caused by such flood or fire.

PART 11 – AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 *Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
 (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 (ii) shows their authorisation upon request.

- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate – details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act – the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Preamble

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.3.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

11.4 Trade Union training leave

11.4.1 Clause 11.4 shall not apply to a shop where less than 380 ordinary hours per week are worked under this Award.

11.4.2 A Union delegate or duly elected or appointed Union representative shall, upon written application by a Union in respect of which that person is a member, be granted up to 5 days leave with pay each calendar year, non cumulative, to attend courses conducted or approved by the Australian Trade Union Training Authority (TUTA) which are designed to promote good industrial relations and industrial efficiency in the retail industry. The Union parties respondent to this Award which intend to offer courses that qualify under clause 11.4 shall advise each of the employer associations respondent to this Award of the details of such courses at least 3 months prior to their proposed conduct.

Other courses not conducted or approved by TUTA but which are agreed between a union party to this Award and an employer, or employers, may be included under clause 11.4.

Any written application by a Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted. Such application shall be made not less than 6 weeks before the intended course, or such lesser period as may be agreed between the employer, the Union and the employee concerned.

11.4.3 Each employer so approached by written application by the Union shall respond to such application within 14 days of receipt of such application by advising whether the request for release of the Union delegate or representative is agreed to or otherwise. If the request is not agreed to the employer shall state the reasons for such rejection.

If the Union making the approach does not accept the reasons for rejection as communicated to it by the employer the rejection may be processed as a dispute pursuant to clause 3.1 of the Award.

11.4.4 Only employees who have completed 6 months of continuous service with their current employer shall be eligible for leave under clause 11.4. In the case where an employee has more than 6 months continuous service with the employer but is employed in a shop which has not been open for more than 6 months the employer shall not be required to grant leave during the first 6 months of such new shop's operation.

11.4.5 Subject to other requirements of clause 11.4 the taking of leave (to be known as TUTA leave) shall be arranged so as to minimise any adverse effect on the employer's operation. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved it shall be processed as a dispute pursuant to clause 3.1 of the Award.

11.4.6 The maximum number of ordinary hours of TUTA leave which an employer shall be required to grant at each shop within any calendar year shall be as follows:

No. of ordinary hours worked at a shop per week.	No. of ordinary hours leave per calendar year.
A 380 up to 1,140 hours	38 hours
B 1,141 up to 2,280 hours	76 hours
C 2,281 up to 3,800 hours	114 hours
D more than 3,800 hours	152 hours

11.4.7 At each shop the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not stop an employer from agreeing to release additional employees.

11.4.8 Leave of absence granted pursuant to clause 11.4 shall count as service for all purposes of the Award.

11.4.9 Each employee on TUTA leave in accordance with clause 11.4 shall be paid all ordinary time earnings which such employee would have been paid had the employee not been absent on such TUTA leave.

- 11.4.10 The employer shall not incur any liability with respect to the costs of travel to and from the place where the courses are conducted, nor to any accommodation and associated costs during such leave.
- 11.4.11 Leave granted shall not incur any additional payment to the extent that the course attended coincides with any other period of paid leave pursuant to this Award.
- 11.4.12 On completion of the course the employer shall be provided with proof of attendance at the course and information on the nature of the course.
- 11.4.13 In the event that a scheduled rostered day off, resulting from a work arrangement established in accordance with this Award, an Industrial Agreement or a Certified Agreement, falls within a period of TUTA leave approved pursuant to clause 11.4, no alternative day off shall be substituted in lieu.
- 11.4.14 Should an employee granted TUTA leave pursuant to clause 11.4 fail to attend the nominated course or any part thereof, the employer shall be notified by the employee or Union within 24 hours or as soon as practicable, and no payment is to be made by the employer pursuant to clause 11.4 in respect of such TUTA leave for the period of non-attendance by the employee concerned.
- 11.4.15 In determining the term "year" or "calendar year" such reference shall be deemed to relate to the period between 1 January and 31 December each year:

11.5 Award posting

A copy of this Award shall be displayed in each shop in a prominent position so as to be easily read without let or hindrance by the employees.

SCHEDULE 1

List of employers exempted from the provisions of long service leave

Central Division

James Stewart & Company Pty. Limited in respect of their employees who are now, or subsequently become, members of James Stewart & Company Pty. Limited Superannuation Fund.

Northern Division

J. Michelmore & Co. (Proprietary) Ltd. in respect of their employees who are now, or subsequently become, members of Michelmore's Superannuation Fund.

SCHEDULE 2

List of Employers whose superannuation schemes or funds have been approved pursuant to clause 5.5 of the Award

Southern Division

Name of Employer	Name of Scheme or Fund
Simon Pty. Ltd.	Simon Pty. Ltd. Occupational Superannuation Fund
Cut Price Store Waterford Plaza	Arume Holdings Pty. Ltd. Staff Superannuation
R.K. Thomas Pty. Ltd.	R.K. Thomas Pty. Ltd. Superannuation Plan No. 129390
Sellers Atkins Ltd.	Sellers Atkins Group Occupational Fund
Cornett Superbarns	Cornett Staff Pension Fund
Shoo Biz, Midas, Succhi and Chaps	Figgins Holdings Pty. Ltd. Superannuation Plan
Nissens Four Square Store and Newsagency	Nissens Four Square Store and Newsagency Staff Superannuation Plan
The Friendlies Chemists	National Mutual Tailored Superannuation Fund
Tent City, Kangaroo Tent City	Kine Distributors, Boomerang AMP Superleader
Keating Bros. Hardware	Keating Bros. Superannuation Plan
Budget Home Video	Budget Home Video Superannuation Plan

Southern Division

Name of Employer	Name of Scheme or Fund
Pillow Talk Pty. Ltd.	Delron Pty. Ltd. Superannuation Fund
Stafford City News	A.M.P. Superleader Plan
Goondiwindi Co-operative Society Ltd.	Goondiwindi Co-op. Society Award Superannuation Fund
Sewmart Appliances (Aust.)	Sewmart Appliances (Aust.) Superannuation Plan
Tiaro Rural Supplies	A.M.P. Superleader Plan
Bellbowrie News	A.M.P. Superleader Plan
7 Day Food	Critch's Shop Superannuation Plan
Lee's Pharmacy	Lee's Pharmacy Super Plan
Arthur Schofield Pty. Ltd.	Arthur Schofield Pty. Ltd. Superannuation Plan No. 3
Jalpotter Pty. Ltd.	Jalpotter Pty. Ltd. Superannuation Plan
A. Samios Pty. Ltd.	A. Samios Pty. Ltd. Productivity Superannuation Fund
Strathpine Shoppingtown News	A.M.P. Superleader Plan
High Street News & Casket Agency	High Street News Superannuation Plan No. 127833
Dowlings Country Store	Dowlings Country Store Superannuation Plan
Hynes Newsagency	Hynes Newsagency Staff Superannuation Fund
McKerrell Pharmacies	Pam McKerrell Staff Pension Fund
Wondai Plumbing & Hardware	Capita Portable Superannuation Fund
Inglewood Foodland Supermarket	Inglewood Supermarket Super Plan
Greens Hardware	W.J. Green and Co. Pty. Ltd. (1988) Staff Superannuation Fund
Bundaberg Floral & Garden Centre	AMP Superleader Plan
T.T. Hardware Pty. Ltd.	Mercantile Mutual Life Employed Persons Superannuation Fund
West Four Square	Walhill Pty. Ltd. Staff Superannuation Plan
Hooper Centre Foodtown	AMP Superleader Plan
Deighton Motors Pty. Ltd.	AMP Superleader Plan
Mooloolaba Aquarium Centre	AMP Superleader Plan
Dunckers Cleaning Supplies	AMP Superleader Plan
Westmores Foodstore	AMP Superleader Plan
Mad Barrys, Redcliffe	AMP Superleader Plan
Stones Food Store	Managed Australian Retirement Fund
Wilsonton Foodtown	AMP Superleader Plan
J.D.'s Drapery	AMP Superleader Plan
Dodts Carpet Sales and Service	AMP Superleader Plan
Discounts Stationery	AMP Superleader Plan

Southern Division

Name of Employer	Name of Scheme or Fund
Maryborough and Bay Office Equipment	AMP Superleader Plan
Glenfords Discount Power Tools	AMP Superleader Plan
Collingwood Park News	AMP Superleader Plan
Pharmacy 565	AMP Superleader Plan
Designer Rags	AMP Superleader Plan
French's Forest Foodstore and Lawnton Foodstore	AMP Superleader Plan
Market Square News	AMP Superleader Plan
Hodges Store	AMP Superleader Plan
ENT Ltd.	ENT Ltd Staff Superannuation Fund
Russell & Sons (Toowoomba)	AMP Superleader Plan
Hi-Way Hydraulic Service	Glenworth Pty. Ltd. Superannuation Plan
Barritts Floor Coverings	Barritts Floor Coverings – Gladstone AMP Superleader Plan
Toombul Shoppingtown News	Perjon Pty. Ltd. trading as Toombul Shoppingtown News
MGN Pty. Ltd.	MGN Pty. Ltd.
Snowdeli	Snowdeli Tailored Super Plan
Watland Plaza Supermarket Jolie Fleur/Cooper Plains Florist	The Prudential PRU Plan Superannuation Fund Australian Eagle Accent Personal Superannuation
Mitre 10, Kedron	Mercantile Mutual Life Employed Persons Superannuation Fund
Allnighter Convenience Store	Jotwood Pty. Ltd. Superannuation Plan
Tom & Gloria's Foodstore	AMP Superleader Plan
Oxlade Bros. Pty. Ltd.	Oxlade Bros. Pty. Ltd. Occupational Level Superannuation Plan
James Stewart & Co. Pty. Ltd.	James Stewart & Co. Pty. Ltd. Employees Superannuation Plan
Neil Burrows Agencies	Neil Burrows Agencies Superannuation Fund
Irene "C" Garden City	AMP Superleader Plan
Angels Four Square	AMP Superleader Plan
Kenbridge Pty. Ltd.	AMP Superleader Plan
Johnstons Ideal Furniture	Norwich Life Superannuation Policy
Melissa's Fabrics	Salton Nominees Pty. Ltd. No. 1 Fund
Opal World (Qld.)	Legal and General Employed Persons Superannuation Fund
Schmeiders Cooperage	Transworld Pty. Ltd. Superannuation Plan
Mooloolaba News Agency	AMP Superleader Plan
The Spit Convenience and News	AMP Superleader Plan
Maroochydore Music Centre	AMP Superleader Plan
Cut Price Deli, Greenslopes	AMP Superleader Plan

Southern Division

Name of Employer	Name of Scheme or Fund
Ushers Cash Store	AMP Superleader Plan
Cut Price Deli, Beenleigh	AMP Superleader Plan
Front Covergirl	Front Covergirl Superleader Plan
Duncan Thompson Sports World	Duncan Thompson Sports World Occupational Level Plan
Caloundra Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
Capalaba Park Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2 Aspley Remnant ShopMackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
Sunnybank Hills Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2 Ipswich Remnant ShopMackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2 City Remnant ShopMackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
The Gap Handyman Centre Pty. Ltd.	The Gap Handyman Employees Superannuation Plan
The Laidley Pharmacy	AMP Superleader
White's Pharmacy	AMP Superleader
BBC Hardware and Benchmark Building Supplies	Burns Philp Future Security Plan
Warwick Hardware and Olsens Building Supplies	The Lyon Pension Fund
Whiteheads Studios	AMP Superleader Occupational Superannuation Fund
Beenleigh News & Casket	Nosmada Holdings Pty. Ltd. Superannuation Fund
H.C. Baxter & Co. Pty. Ltd.	M.L.C. Occupational Superannuation Fund
Albert, Forum & George Cinemas	Superannuation Trust of Australia
D & J's Ipswich Pty. Ltd.	D & J's Superannuation Fund
Logan City Sports Store Pty. Ltd.	AMP Superleader Plan
Booval News	Free Enterprise Superannuation
Logan & Co. (Moree) Pty. Ltd.	AMP Superleader Plan
Rainbow Video Caloundra and Sunseeker Video Caloundra	AMP Superleader Plan
Cut Price Deli, Capalaba	Cut Price Deli Superannuation Fund
Pineland News	AMP Superleader Plan
Delcroft Pty. Ltd.	AMP Superleader Plan
Carey Bros.	Carey Bros. Superannuation Fund
The After Dinner Shoppe	National Mutual Simple Super Fund

Southern Division

Name of Employer	Name of Scheme or Fund
M.R. Laskowski trading as E & L Trading	Capita Portable Superannuation Fund
Tom Browns Menswear, Injeanious, Jeanetics, Beau Gentry, Beau Jeans and Kokomo Fashions	Tom Browns Menswear Superannuation Scheme
Scout Outdoor Centre	The Scout Association of Australia Superannuation Plan
Homemaker Hardware & Timber	AMP Superleader Plan
Chandlers Appliance Stores Pty. Ltd.	Vox Group Staff Superannuation Fund
Venture Stores (Retailers) Pty. Ltd.	Venture Stores (Retailers) Staff Superannuation Fund
Brothers Neilsen	Brothers Neilsen Staff Superannuation Plan
Burstows Furniture and Floor Coverings	T.S. Burstow Pty. Ltd. Superannuation Fund No. 2
Ian Trethan Jewellers	Ian Trethan Superannuation Fund
Ikea	The Ikea Superannuation Fund
Pall Mall Pty. Ltd.	Suncorp Superplan
Eddie Thompson's Carpets Pty. Ltd.	Friends Independent Retirement Super Trust
City Centre Menswear	City Centre Menswear Superannuation Plan
Zigzag Carindale	Namfield Pty. Ltd. Staff Superleader Superannuation Plan
Carpet Call (Queensland) Pty. Ltd.	Friends Independent Retirement Super Trust
Warwick Friendly Society Association	The Macquarie Counsellors Superannuation Fund
Michael Hill Jeweller	AMP Superleader
Direct Footwear	Direct Footwear Occupational Level Superannuation Plan
Humphries & Tow	Humphries & Tow Superannuation Plan
Zellow's Travel Goods	Zellows Travel Goods Superannuation Plan
Sands Curtain Cottage	E.A. Strelan Employee Superannuation Plan
Curtain Wonderland Pty. Ltd.	Managed Australian Retirement Fund
Errol Stewart Warehouses	Vox Group Staff Superannuation Fund
Hannas Nominees Pty. Ltd.	NZI Life Personal Superannuation Fund
R.T. Edwards & Sons Pty. Ltd.	R.T. Edwards & Sons Pty. Ltd. Employees Superannuation Plan
Sckaf Fabrics	Sckaf Fabrics Pty. Ltd. Superannuation Plan
Tamaul Interiors and Contract Curtains	Legal and General Employed Persons Superannuation Fund
Price Rite Hardware, Southport	Scarborough Management Services Pty. Ltd. Superannuation Scheme
Raingen Pty. Ltd.	AMP Superleader Fund
Pick'N Pay Hypermarket Pty. Ltd.	Pick'N Pay Hypermarket Benefit Fund

Southern Division

Name of Employer	Name of Scheme or Fund
I.D. & D.K. Symons	AMP Superleader Plan
Price Rite Kalbar	National Mutual Simple Super
The Hut Pty Ltd	National Mutual Simple Super
Rainbow Video Lutwyche	AMP Superleader Plan
Betros Bros. Pty. Ltd.	Betros Bros Superannuation Fund No. 2
Kingaroy Discounts	National Mutual Simple Super Fund
Pepaanne Pty. Ltd.	T.P.F. & C. Master Superannuation Fund
Coles Myer Ltd.	G.J. Coles & Coy. Limited Staff Superannuation Fund
Coles Myer Ltd.	Myer Staff Superannuation Fund
Coles Myer Ltd.	Coles Myer Executive Superannuation
Dinway Pty. Ltd. Trading as H. and L. Hardware and Building Supplies	AMP Superleader Plan
Telde Pty. Ltd. trading as Walkers Auto Spares	AMP Superleader Plan
Nanango Dairy Co-operative Trading Society trading as Nanango Food Store Supermarket	National Mutual Simple Super Fund
Babspan Pty. Ltd., Banner Cove Pty. Ltd., B.R. Whitaker Pty. Ltd., Jafcorp Pty. Ltd., Lake Ibis Pty. Ltd. and Templeton Holdings Pty. Ltd. trading as Sunstate Travel Centre Maryborough, Sunstate Travel Centre Hervey Bay, Whitaker Holden, Bundaberg Motor City, Sunstate Travel Centre Bundaberg, Trustee for the B.R. Whitaker No. 2 Trust respectively	Whitaker Group Staff Superannuation Fund
Bellingham & Co. Pty. Ltd. trading as Bellingham & Co.	Bellingham & Co. Superannuation Fund
Hobhead Pty. Ltd.	Legal and General Superannuation Fund
Seymours Pty. Ltd.	AMP Superleader Plan
Chevron Furnishers Pty. Ltd. Receiver Manager Appointed in Liquidation	Pru-Plan Chevron Furnishers Pty. Ltd. Superannuation Fund
Vanwave Pty Ltd, Trading As Cut Price Store, Wynnum West	Foodlink Ltd AMP Super Leader Fund
S. & J. Freeman, Trading As Cut Price Store, Toowoomba Southtown	Foodlink Ltd AMP Super Leader Fund
T. & K. Norris, Trading As Cut Price Store, Acacia Ridge	Foodlink Ltd AMP Super Leader Fund
Inberra Pty Ltd, Trading As Cut Price Store, Sherwood	Foodlink Ltd AMP Super Leader Fund
Bribie Island Cut Price Supermarket, Bongaree, Bribie Island	Foodlink Ltd AMP Super Leader Fund
J.A. & K.E. Routedge, Trading As Seven Two Seven, Coolangatta	Foodlink Ltd AMP Super Leader Fund
Connorlan Pty Ltd, Trading As Thrifty T, Coorparoo Heights	Foodlink Ltd AMP Super Leader Fund

Southern Division

Name of Employer	Name of Scheme or Fund
Jesmere Pty Ltd, Trading As Cut Price Store, Bulimba	Foodlink Ltd AMP Super Leader Fund
R.A. & P.A. Slade, Trading As Cut Price Store, Nambour	Foodlink Ltd AMP Super Leader Fund
Keperra Cut Price Supermarket, Keperra	Foodlink Ltd AMP Super Leader Fund
C.M. & D.E. Tildesley, Trading As Cut Price Store, Eagle Heights	Foodlink Ltd AMP Super Leader Fund
D.G. & J.E. Crowley Pty Ltd, Trading As, Cut Price Store, Ascot	Foodlink Ltd AMP Super Leader Fund
Hillglen Ltd, Trading As Cut Price Store, Stanthorpe	Foodlink Ltd AMP Super Leader Fund
J.R. & P.L. Boyland, Trading As Cut Price Store, Caboolture	Foodlink Ltd AMP Super Leader Fund
Yela Enterprises, Trading As Seven Two Seven, Raymonds Hill	Foodlink Ltd AMP Super Leader Fund
W.H. & R.J. Kienzle, Trading As Cut Price Store, Allora	Foodlink Ltd AMP Super Leader Fund
K.J. & P.L. Ward, Trading As Seven Two Seven, Taringa	Foodlink Ltd AMP Super Leader Fund
Jesthill Pty Ltd, Trading As Cut Price Store, Cleveland	Foodlink Ltd AMP Super Leader Fund
Cordells Cut Price Supermarket, Eagle Junction	Foodlink Ltd AMP Super Leader Fund
Emiline Pty Ltd, Trading As Cut Price Store, Tewantin	Foodlink Ltd AMP Super Leader Fund
R. & R. Lun Stores, Trading As Cut Price Store, Chevron Island	Foodlink Ltd AMP Super Leader Fund
Waverly Terrace Pty Ltd, Trading As Cut Price Store, Birkdale	Foodlink Ltd AMP Super Leader Fund
Litalane Pty Ltd, Trading As Seven Two Seven, Dalby	Foodlink Ltd AMP Super Leader Fund
A. & R. Heathwood, Trading As Cut Price Store, Crows Nest	Foodlink Ltd AMP Super Leader Fund
J.T. & E.M. Honeyman, Trading As Seven Two Seven, Acacia Ridge	Foodlink Ltd AMP Super Leader Fund
M.T. & D.H. Clancy, Trading As Seven Two Seven, Coopers Plains	Foodlink Ltd AMP Super Leader Fund
L.N. & J.D. Harrison, Trading As Seven Two Seven, Springwood	Foodlink Ltd AMP Super Leader Fund

Central Division

Name of Employer	Name of Scheme or Fund
K.A.S.S.C.O. Pty. Ltd.	Capita Portable Superannuation Fund
Chandlers Appliance Stores Pty. Ltd.Fund	Vox Group Staff Superannuation
Venture Stores (Retailers) Pty. Ltd.Superannuation Fund	Venture Stores (Retailers) Staff
Thomas' Clothing Store, Blackwater; Thomas' - Middlemount; and Thomas' Mensland, Dysart	A.W. & A.M. Thomas Pty. Ltd. Suncorp Superplan No. J01174

Central Division

Name of Employer	Name of Scheme or Fund
Kin Kora Newsagency	AMP Superleader Plan
Kirby's Fabric	Kirby's Fabrics Occupational Superannuation Plan
Phil Peel (Jeweller) Pty. Ltd.	Phil Peel (Jeweller) Superannuation Plan
Cut Price Retailers trading as Thrifty Giant Food Markets, Cut Price Supermarkets, Cut Price Stores, 727 Stores, C.P.S. 7 Day Store, Family Fare Stores	} AMP Superleader Plan }
Ross Everett's Pharmacy	Everett Services Pty. Ltd. Superannuation Plan
Bedroom Magic, North Rockhampton	Bedroom Magic Superannuation Plan
Les Doblo's 777 Fruit Market	Les Doblo's 777 Fruit Market Superannuation Plan
Finch's Hardware Pty. Ltd. & McKeague Investments	Mckeague Staff Occupational Superannuation Plan
L. Major and Co.	L. Major & Co. Superannuation Plan
Mainheath Investments Pty. Ltd. trading as Rockhampton Family Chemist	Mainheath Investments Pty. Ltd. Superleader Plan
Bevan Thompson trading as Thommo's Bike Shop	Capita Portable Superannuation Plan
Port Curtis Newsagency	AMP Superleader Plan
James Stewart & Co. Pty. Ltd.	James Stewart & Co. Pty. Ltd. Employees Superannuation Plan
Errol Stewart Warehouses	Vox Group Staff Superannuation Fund
Rockhampton Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
Darmal Pty. Ltd. T/A Irvines	Pru Plan Group Superannuation
EMAA Nominees Pty. Ltd.	AMP Superleader Plan
Coles Myer Ltd.	G.J. Coles & Coy. Limited Staff Superannuation Fund
Coles Myer Ltd.	Myer Staff Superannuation Fund
Coles Myer Ltd.	Coles Myer Executive Superannuation Fund
Rhoades Enterprises Pty. Ltd. trading as Bruce Rhoades and Co.	Bruce Rhoades and Co. 1988 Superannuation Plan
Redlam Pty. Ltd. trading as Buffalo Bolt Company	Buffalo Bolt Co. Staff Superannuation Plan
Emerald Society Co-operative Limited	National Mutual Simple Super
Mortalbrook Pty. Ltd. Trading as J.R. and R.J. Smith Store	AMP Superleader
R.B. and S.M. Pullar Pty. Ltd. Trading as G.C. Pullar	National Mutual Simple Super – PFRR
Harold Braun Pty. Ltd.	A.M.P. Super Leader Plan No. 4/126607

Northern Division

Name of Employer	Name of Scheme or Fund
Auscan Pty. Ltd.	Pru-Plan Superannuation Fund

Northern Division

Name of Employer	Name of Scheme or Fund
Health Licks Townsville	AMP Superleader Plan
Pilcher Bros. & Michaels Hardware	Pilcher Bros. & Michaels Hardware Occupational Superannuation Fund
Pacific Paint and Hardware Services	The Individuals Superannuation Fund
Lamberts	Lamberts Occupational Superannuation Plan
Chandlers Appliance Stores Pty. Ltd.	Vox Group Staff Superannuation Fund
Fairdale Pty. Ltd. trading as the Shoe Shop	AMP Superleader Plan
Lower Burdekin Produce Agency Pty. Ltd.	National Mutual Simple Superannuation Fund
Whitsunday Foodtown Hughenden Supermarket	Pru-Plan Superannuation Fund Pru-Plan Superannuation Fund
Magees Supermarket	Pru-Plan Superannuation Fund
Farmers Agencies Pty. Ltd.	National Mutual Simple Super
Cut Price Stores Retailers Ltd.	AMP Superleader Plan
James Stewart & Co. Pty. Ltd.	James Stewart & Co. Pty. Ltd. Employees Superannuation Plan
Errol Stewart Warehouses	Vox Group Staff Superannuation Fund
Thornings	Thornings Productivity Superannuation Plan
Mackay Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
Townsville Remnant Shop	Mackay Remnant Shop Superannuation Plan No. 1 Mackay Remnant Shop Superannuation Plan No. 2
Koh-i-Nor Jewellers	AMP Superleader Plan
Burns Philp and Company Limited	Burns Philp Future Security Plan
Tableland Printing Service	AMP Superleader Plan
The Island Industries Board	National Mutual Tailored Superannuation Fund
Malanda Rural Supplies	AMP Superleader Plan
Coles Myer Ltd.	G.J. Coles & Coy. Limited Staff Superannuation Fund
Coles Myer Ltd.	Myer Staff Superannuation Fund
Coles Myer Ltd.	Coles Myer Executive Superannuation Fund
Medley's Supermarkets	Medley's Supermarkets Occupational Superannuation Plan
McCanns, Trading As Cut Price Store, Collinsville	Foodlink Ltd AMP Super Leader Fund
A.G. & J.A. Carne, Trading As Seven Two Seven, Tully	Foodlink Ltd AMP Super Leader Fund
J.F. Greer, Trading As Yaraka Rural Traders, Yaraka	Foodlink Ltd AMP Super Leader Fund
C.E. & C.H. Robbins, Trading As Giru 727 Supermarket, Giru	Foodlink Ltd AMP Super Leader Fund

Northern Division

Name of Employer	Name of Scheme or Fund
Sparks & Domelow, Trading As Cut Price Store, Nelly Bay, Magnetic Island	Foodlink Ltd AMP Super Leader Fund
Pall Mall Pty Ltd	Suncorp Superplan
Morrison & Bailey (Queensland) Pty Ltd	ENT Limited Staff Superannuation Fund.

SCHEDULE 3*Coles Myer Ltd – Occupational Superannuation*

1. The following provisions apply to Coles Myer Ltd. and its constituent businesses. Where there is an inconsistency between these provisions and clause 5.5 (Occupational superannuation) of the Award, this Schedule applies in lieu of clause 5.5.

2. *Definitions*

“Ordinary Time Earnings” includes the classification rate; supplementary payments (if any); overaward payments; casual loadings; penalty rates; shift loadings and work related allowances that form part of the weekly rate of pay (for example supervisory and buying allowances). Ordinary time earnings does not include overtime; payments made to reimburse expenses (for example tea money, uniform allowance); or disability allowances.

“Eligible employee” means an employee who has been employed by Coles Myer Ltd. continuously for a period of 3 months and who works as a full-time employee, an adult part-time employee, an adult casual employee regularly working 12 hours or more per week or a junior part-time employee who regularly works 12 hours or more per week.

Employees who become eligible to join REST shall, in addition to contributions under clause 4(1), be entitled to a once only contribution to REST in respect of the qualifying period. Such contribution shall be equivalent to contributions under clause 4(1).

“Company Fund” means one of the following Funds or their successors:

- * G.J. Coles and Co. Ltd. Staff Superannuation Fund;
- * Coles Myer Executive Superannuation Fund;
- * Myer Staff Superannuation Fund.

3. *Fund*

(1) Subject to clause 3(2) the Fund into which payments are to be made shall be the Retail Employees’ Superannuation Trust (REST).

(2) Employees subject to this Award who are employed in job graded positions at or above the current Coles Myer Company job grade 4 level will, on appointment or promotion to such a position, have a choice as to whether their superannuation contribution will be paid into a Company Fund to which the employee may also make contributions or into REST.

4. *Contributions*

(1) Subject to clause 3(2) Coles Myer Ltd. shall contribute to REST in respect of each eligible employee an amount equal to 3% of the employee’s ordinary time earnings.

(2) Eligible employees who currently receive a 3% superannuation contribution through REST or the Coles Myer Employees Benefit Fund (CMEBF) and who are members of a Company Fund shall not receive any additional superannuation contributions unless and until the combined employer contribution is less than the amount to be paid to REST as provided for in clauses 4(1) and 4(2). Once the combined employer contribution is less than that required by the relevant subclauses any further employer contributions required by those subclauses will be paid into REST.

(3) Where an eligible employee is absent on leave without pay, whether or not such leave is approved, no contribution from Coles Myer Ltd. shall be due in respect of that employee, in respect of the period of unpaid absence. No contributions will be due in respect to eligible employees whilst such employees are on Workers’ Compensation.

(4) Employees who may wish to make contributions to REST additional to those being paid by Coles Myer Ltd. shall be entitled to authorise Coles Myer Ltd. to pay into REST from the employee’s wages amounts specified by the employee.

Employee contributions to REST requested under clause 4(4) shall be made in accordance with the rules of REST.

5. *Frequency of payment*

Coles Myer Ltd. shall pay contributions for all eligible employees to REST on a monthly basis together with any authorised employee deductions:

Provided that payments may be made at such other times and in such other manner as may be agreed in writing between the Trustee of REST and Coles Myer Ltd. from time to time.

6. *Cessation of contributions*

The obligation of Coles Myer Ltd. to contribute to REST in respect of an employee shall cease on the last day of such employee’s employment with Coles Myer Ltd.

7. *No extra claims*

These provisions shall be in full settlement of any claims in relation to Occupational Superannuation.

8. *Transition arrangements*

- (1) Employees who at the time of commencement of this Schedule are eligible to be or are enrolled in REST or CMEBF shall continue to be members of that fund and shall have contributions paid on their behalf whilst they remain employees of Coles Myer Ltd.
- (2) From the date of operation these provisions – Coles Myer Company non-job graded eligible employees employed on or subsequent to that date will only be enrolled in REST.

Dated 9 September 2004.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 8 November 2004