

PAY AND CONDITIONS GUIDE


General Retail Industry Award 2010 [MA000004] ('modern award')

replacing terms and conditions in or derived from

Retail Trades Award [AN170088] ('pre-modern award')

(TAS)

Effective from 01 July 2011.

Published 30 June 2011 

Background

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

Transitional arrangements

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2011. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

Transitional arrangements for Division 2B State awards

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

Who should use the guide?

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

What if an agreement applies to employees covered by the modern award?

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

Coverage

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

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

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

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

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

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

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

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

Wages

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit www.fairwork.gov.au

Casual employees

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit www.fairwork.gov.au for information about penalty entitlements for casual employees.

*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

Adult

The rates in this guide are current from the first pay period on or after 01 July 2011 until the final pay period before 01 July 2012 only.

Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Retail employee level 1	Retail employee, Grade 1	\$16.61
Retail employee level 1	Retail employee, Grade 2	\$17.03
Retail employee level 1	Window dresser/show card-writer, Retail employee grade 1	\$17.03
Retail employee level 2	Retail employee, Grade 2	\$17.24
Retail employee level 2	Window dresser/show card-writer, Retail employee grade 2	\$17.44
Retail employee level 3	Retail employee, Grade 3	\$17.61
Retail employee level 3	Window dresser/show card-writer, Retail employee grade 3	\$17.71
Retail employee level 4	Retail employee, Grade 3	\$17.76
Retail employee level 4	Retail employee, Grade 4	\$18.06
Retail employee level 4	Retail employee, Grade 5	\$18.06
Retail employee level 4	Window dresser/show card-writer, Retail employee grade 4	\$18.56
Retail employee level 5	Retail employee, Grade 5	\$18.70
Retail employee level 5	Window dresser/show card-writer, Retail employee grade 5	\$19.22
Retail employee level 6	Retail employee, Grade 4	\$18.48
Retail employee level 6	Retail employee, Grade 5	\$18.81
Retail employee level 6	Retail employee, Grade 6	\$19.07
Retail employee level 6	Window dresser/show card-writer, Retail employee grade 6	\$19.67
Retail employee level 7	Retail employee, Grade 7	\$20.03
Retail employee level 7	Window dresser/show card-writer, Retail employee grade 7	\$20.74
Retail employee level 8	Retail employee, Grade 7	\$20.51

Casual

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Retail employee level 1	Retail employee, Grade 1	\$20.26 (22.00%)
Retail employee level 1	Retail employee, Grade 2	\$20.78 (22.00%)

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Retail employee level 1	Window dresser/show card-writer, Retail employee grade 1	\$20.78 (22.00%)
Retail employee level 2	Retail employee, Grade 2	\$21.03 (22.00%)
Retail employee level 2	Window dresser/show card-writer, Retail employee grade 2	\$21.28 (22.00%)
Retail employee level 3	Retail employee, Grade 3	\$21.49 (22.00%)
Retail employee level 3	Window dresser/show card-writer, Retail employee grade 3	\$21.61 (22.00%)
Retail employee level 4	Retail employee, Grade 3	\$21.67 (22.00%)
Retail employee level 4	Retail employee, Grade 4	\$22.03 (22.00%)
Retail employee level 4	Retail employee, Grade 5	\$22.03 (22.00%)
Retail employee level 4	Window dresser/show card-writer, Retail employee grade 4	\$22.65 (22.00%)
Retail employee level 5	Retail employee, Grade 5	\$22.81 (22.00%)
Retail employee level 5	Window dresser/show card-writer, Retail employee grade 5	\$23.45 (22.00%)
Retail employee level 6	Retail employee, Grade 4	\$22.55 (22.00%)
Retail employee level 6	Retail employee, Grade 5	\$22.95 (22.00%)
Retail employee level 6	Retail employee, Grade 6	\$23.27 (22.00%)
Retail employee level 6	Window dresser/show card-writer, Retail employee grade 6	\$24.00 (22.00%)
Retail employee level 7	Retail employee, Grade 7	\$24.43 (22.00%)
Retail employee level 7	Window dresser/show card-writer, Retail employee grade 7	\$25.30 (22.00%)
Retail employee level 8	Retail employee, Grade 7	\$25.02 (22.00%)

Junior

The rates in this guide are current from the first pay period on or after 01 July 2011 until the final pay period before 01 July 2012 only.

Full & Part Time Retail employee level 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Under 16 years of age	Under 17 years of age	\$8.16
16 years of age	Under 17 years of age	\$8.52
17 years of age	17 to 18 years of age	\$9.72
18 years of age	18 to 19 years of age	\$11.71
19 years of age	19 to 20 years of age	\$13.61
20 years of age	20 to 21 years of age	\$14.70

Retail employee level 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Under 16 years of age	Under 17 years of age	\$8.24
Under 16 years of age	Window dresser/show card-writer, Under 17 years of age	\$8.47
16 years of age	Under 17 years of age	\$8.62
16 years of age	Window dresser/show card-writer, Under 17 years of age	\$8.72
17 years of age	17 to 18 years of age	\$9.82
17 years of age	Window dresser/show card-writer, 17 to 18 years of age	\$10.08
18 years of age	18 to 19 years of age	\$11.83
18 years of age	Window dresser/show card-writer, 18 to 19 years of age	\$12.15
19 years of age	19 to 20 years of age	\$13.75
19 years of age	Window dresser/show card-writer, 19 to 20 years of age	\$13.95
20 years of age	20 to 21 years of age	\$14.85
20 years of age	Window dresser/show card-writer, 20 to 21 years of age	\$15.25

**Casual
Retail employee level 1**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Under 16 years of age	Under 17 years of age	\$9.96 (22.00%)
16 years of age	Under 17 years of age	\$10.39 (22.00%)
17 years of age	17 to 18 years of age	\$11.86 (22.00%)
18 years of age	18 to 19 years of age	\$14.29 (22.00%)
19 years of age	19 to 20 years of age	\$16.60 (22.00%)
20 years of age	20 to 21 years of age	\$17.93 (22.00%)

Retail employee level 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Under 16 years of age	Under 17 years of age	\$10.05 (22.00%)
Under 16 years of age	Window dresser/show card-writer, Under 17 years of age	\$10.33 (22.00%)
16 years of age	Under 17 years of age	\$10.52 (22.00%)
16 years of age	Window dresser/show card-writer, Under 17 years of age	\$10.64 (22.00%)
17 years of age	17 to 18 years of age	\$11.98 (22.00%)
17 years of age	Window dresser/show card-writer, 17 to 18 years of age	\$12.30 (22.00%)
18 years of age	18 to 19 years of age	\$14.44 (22.00%)
18 years of age	Window dresser/show card-writer, 18 to 19 years of age	\$14.82 (22.00%)
19 years of age	19 to 20 years of age	\$16.77 (22.00%)
19 years of age	Window dresser/show card-writer, 19 to 20 years of age	\$17.02 (22.00%)
20 years of age	20 to 21 years of age	\$18.12 (22.00%)

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
20 years of age	Window dresser/show card-writer, 20 to 21 years of age	\$18.60 (22.00%)

Apprentice

The rates in this guide are current from the first pay period on or after 01 July 2011 until the final pay period before 01 July 2012 only.

Full & Part Time Four-year apprenticeship

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
1st year	First year	\$8.10
2nd year	Second year	\$10.16
3rd year	Third year	\$13.72
4th year	Fourth year	\$15.79

Trainee

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

Supported Wage

Please refer to clause 24 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

Penalties and Loadings (other than casual or part-time loadings for ordinary hours)

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

Transitional arrangements

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
 - for the same purpose (e.g. Saturday penalty);
 - for the same time periods; and
 - in the same way#.
 - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
 - paid at the same frequency, such as per hour or per shift; and

- paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

Equivalent entitlements

If the pre-modern award loading/penalty rate is "equivalent" to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a "transitional percentage". The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
	(20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%

1/01/2010	1/07/2010
Pre-modern award penalty	Penalty rate (phased)
	(80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%

1/01/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
	(20.00%)
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010	1/07/2010
Pre-modern award penalty	Penalty rate (phased)
	(80.00%)
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

1/07/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit www.fairwork.gov.au and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

Allowances

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

All states covered by this instrument Full Time, Part Time, Casual

Clause	Allowance Type	Description	Effective Date	Rate
20.1(a)	Meal allowance	An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance.	1/07/2011	\$15.7100 per occasion
20.1(a)	Meal allowance	An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance. Where such overtime work exceeds four hours a further meal allowance will be paid.	1/07/2011	\$14.2200 per occasion
20.6	Transport allowance	Where an employer requests an employee to use their own motor vehicle in the performance of their duties.	1/01/2010	\$0.7400 per kilometre
20.8(a)	Cold work disability allowance	Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the standard rate.	1/07/2011	\$0.2348 per hour (1.30%)
20.8(b)	Cold work disability allowance	An employee required to work in a cold chamber where the temperature is below 0°C will, be paid an allowance per hour, while so employed, of 2% of the standard rate. This allowance is paid in addition to the 1.3% cold work disability allowance.	1/07/2011	\$0.3612 per hour (2.00%)
20.9	First aid allowance	Where an employee who holds an appropriate first aid qualification is appointed to perform first aid duty they will be	1/07/2011	\$0.2348 (multiply by 38) per week (1.30%)

Clause	Allowance Type	Description	Effective Date	Rate
		paid an extra of 1.3% of the standard rate each week.		
20.11	Licence allowance	An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the standard rate per week.	1/07/2011	\$0.5598 (multiply by 38) per week (3.10%)
20.13(c)	District allowance	An employee in the County of Yancowinna in New South Wales (Broken Hill) shall in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill.	1/07/2011	\$0.7729 (multiply by 38) per week (4.28%)

Full Time

Clause	Allowance Type	Description	Effective Date	Rate
20.2(b)	Uniform allowance	Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid an allowance which will be paid per week.	1/01/2010	\$6.2500 per week

Part Time, Casual

Clause	Allowance Type	Description	Effective Date	Rate
20.2(b)	Uniform allowance	Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid an allowance which will be paid per shift worked.	1/01/2010	\$1.2500 per shift

Other Conditions

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

Note: The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit www.fairwork.gov.au

All states covered by this instrument

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none">- arrangements for when work is performed- overtime rates- penalty rates- allowances- leave loading. <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none">- duty to notify, and- duty to discuss change.
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
12.2	Part-time conditions	<p>At the time of first being employed, it may be mutually agree in writing, on a regular pattern of work,</p>

Clause	Conditions Type	Description
	(Instrument)	specifying at least: <ul style="list-style-type: none"> - the hours worked each day - which days of the week the employee will work - the actual starting and finishing times of each day - that any variation will be in writing - minimum daily engagement is three hours - the times of taking and the duration of meal breaks.
13.4	Casual conditions (Instrument)	The minimum daily engagement of a casual is three hours.
14.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
14.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
15.2	Redundancy - transfer to lower paid duties (Instrument)	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
15.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
15.4	Redundancy - job search entitlement (Instrument)	An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a

Clause	Conditions Type	Description
		statutory declaration is sufficient.
15.5	Redundancy - transitional provisions (Instrument)	<p>An employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a NAPSA:</p> <ul style="list-style-type: none"> - that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and - that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES. <p>The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.</p> <p>This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.</p> <p>This clause ceases to operate on 31 December 2014.</p>
20.2	Clothing, footwear and/or equipment (Instrument)	Where an employee is required to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse any cost of purchase and replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.
20.3	Transport of employees (Instrument)	<p>Excess travelling costs</p> <p>Where an employee is required to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs will be reimbursed.</p>
20.4	Travelling time (Instrument)	<p>An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>Where the employer provides transport from a pick up point, travelling time will be paid for all time spent travelling from such pick up point and returning to such pick up point.</p>
20.5	Transfer of employee	Where an employee is transferred from one township to another, the employer will be responsible for and

Clause	Conditions Type	Description
	(Instrument)	will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.
20.7	Transport of employees (Instrument)	<p>Where an employee commences and/or ceases work after 10.00 or prior to 7.00 am on any day and the regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the cost of taxi fare from the place of employment to the employee's residence. This will not apply if the employer provides or arranges proper transportation to and or from the employee's residence, at no cost to the employee.</p> <p>Provided always that an employee may elect to provide their own transport.</p> <p>Provided further that this clause will not apply to employees engaged under the provisions of shift-work.</p>
20.10	Recall (Instrument)	<p>Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>The time worked will be calculated from the time the employee leaves home until the time they return home.</p>
20.12	Higher duties (Instrument)	Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.
20.13	District allowance (Instrument)	<p>An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the terms of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or enterprise agreement had applied to the employee, and that would have entitled the employee to payment of a district allowance.</p> <p>This clause ceases to operate on 31 December 2014.</p>
21	Accident pay (Instrument)	An employee is entitled to accident pay in accordance with the terms of:

Clause	Conditions Type	Description
		<p>- a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee, and</p> <p>- that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
22	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund - the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.
27.2	Hours of work (Instrument)	<p>Ordinary hours</p> <p>Ordinary hours may be worked, within the following spread of hours:</p> <ul style="list-style-type: none"> - Monday to Friday, inclusive 7.00 am–9.00 pm - Saturday 7.00 am–6.00 pm - Sunday 9.00 am–6.00 pm <p>Provided that:</p>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am, and - the finishing time for ordinary hours for Video Shops may be until 12 midnight. - in the case of retailers whose trading hours extend beyond 9:00 pm Monday to Friday or 6:00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week shall be 11:00 pm. - Hours of work on any day will be continuous, except for rest pauses and meal breaks.
27.3	Hours of work (Instrument)	<p>Maximum ordinary hours on a day</p> <p>An employee may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week an employee can be rostered for 11 hours.</p>
28	Hours of work (Instrument)	<p>38 hour week rosters</p> <p>A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:</p> <ul style="list-style-type: none"> - 38 hours in one week - 76 hours in two consecutive weeks - 114 hours in three consecutive weeks, or - 152 hours in four consecutive weeks. <p>The 38-hour week may be worked in any one of the following methods:</p> <ul style="list-style-type: none"> - shorter days, that is 7.6 hours - a shorter day or days each working week - a shorter fortnight, i.e. four hours off in addition to the rostered day off - a fixed day off in a four-week cycle - a rotating day off in a four-week cycle - an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles. <p>In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of</p>

Clause	Conditions Type	Description
		<p>implementation. An assessment may be initiated by either the employer or employees not more than once a year.</p> <p>Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.</p> <p>In retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.</p> <p>Where specific agreement exists the employee may be worked on the basis of:</p> <ul style="list-style-type: none"> - not more than 4 hours' work on one day in each two week cycle - not more than 6 hours' work on one day in each week - not more than 7.6 hours' work on any day. <p><u>Substitute rostered days off (RDOs)</u> An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation. By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.</p> <p><u>Accumulation of RDOs</u> By agreement the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient.</p> <p>A roster period cannot exceed four weeks.</p> <p>Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> <p><u>Consecutive days off</u> Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p>

Clause	Conditions Type	Description
		<p>This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>An employee can terminate the agreement by giving four weeks' notice to the employer.</p> <p>Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p>
28.13	Hours of work (Instrument)	<p>Employees regularly working Sundays</p> <p>An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.</p> <p>This requirement will not apply where the employee requests in writing, and the employer agrees, to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>An employee can terminate the agreement by giving four weeks' notice.</p>
28.14	Roster (Instrument)	<p>Notification of rosters</p> <p>The employer will exhibit staff rosters on a notice board, which will show for each employee:</p> <ul style="list-style-type: none"> - the number of ordinary hours to be worked each week - the days of the week on which work is to be performed, and - the commencing and ceasing time of work for each day of the week. <p>The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person.</p> <p>Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement prior to the employee arriving for work.</p> <p>Any permanent roster change will be provided to the employee in writing with a minimum 7 days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice in lieu of 7 days, during which time there will be discussions aimed at resolving the matter in</p>

Clause	Conditions Type	Description
		<p>accordance with the <u>Dispute Resolution</u> terms of this award.</p> <p>Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay.</p> <p>An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p>
29.1	Overtime - other (Instrument)	<p>Reasonable overtime</p> <p>An employer may require an employee other than a casual to work reasonable overtime at overtime rates.</p> <p>An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <ul style="list-style-type: none"> - any risk to employee health and safety - the employee's personal circumstances including any family responsibilities - the needs of the workplace or enterprise - the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it, and - any other relevant matter.
29.3	Overtime – time off in lieu (Instrument)	<p>Time off instead of payment</p> <p>Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>Such time off will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer may be accumulated and taken as part of annual leave.</p> <p>Time off instead of payment for overtime will equate to the overtime rate, i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.</p>

Clause	Conditions Type	Description
30.2	Shiftwork (Instrument)	<p>Definition</p> <p>Shift work - other than Baking production employees</p> <p>Shiftwork means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.</p> <p>Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.</p> <p>All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</p>
30.5	Breaks - meal (Instrument)	<p>Rest breaks and meal breaks</p> <p>All rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.</p>
31.1	Breaks (Instrument)	<p>Breaks during work periods</p> <p>The timing of the taking of a rest break or meal break is intended to provide a meaningful break during work hours.</p> <p>An employee cannot be required to take a rest break or meal break within 1 hour of commencing or ceasing of work and cannot be required to take a rest break(s) combined with a meal break.</p> <p>The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.</p> <p>Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> <p>No employee can work more than 5 hours without a meal break.</p> <p>The award flexibility clause can be utilized to permit variations to this clause by agreement between the employer and employees</p>

Clause	Conditions Type	Description
31.2	Break between work periods (Instrument)	All employees will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime. If there is agreement, the period of 12 hours may be reduced to not less than 10 hours.
32.3	Annual leave loading (Instrument)	During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in the Minimum weekly wages provision of this award. Annual leave loading is payable on leave accrued. The loading will be as follows: <u>Day work</u> Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both. <u>Shiftwork</u> Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.
32.4	Annual leave - paid leave in advance of accrued entitlement (Instrument)	An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
32.5	Annual leave - requirement to take leave (notwithstanding terms of the NES) (Instrument)	An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances: - as part of a close-down of its operations, or - where more than eight weeks' leave is accrued.

Frequency of Payment

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

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

IMPORTANT NOTE: Disclaimer

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.