

AAUSTRALIAN

WORKPLACE

AGREEMENT

OFFICE OF THE



ADVOCATE

**VICTORIAN RETAIL
FRAMEWORK AGREEMENT**

March 2003

INSTRUCTIONS FOR USE

OEA VICTORIAN RETAIL FRAMEWORK AGREEMENT

This framework agreement is a comprehensive agreement governing the terms and conditions of employment. The pay rates are simplified so that a flat hourly rate is payable (allowances for work in penalty hours such as evenings, Saturdays, Sundays and public holidays and annual leave loading has included in this hourly rate).

There are a two Attachments - one of which will apply to you

ATTACHMENT 1: those employers roped into the Federal Shop, Distributive And Allied Employees Association - Victorian Shops Interim Award 2000 from 17 February 2003.

ATTACHMENT 2: those employers who were already respondent to the Federal Shop, Distributive And Allied Employees Association - Victorian Shops Interim Award 2000 prior to 17 February 2003

If you are not sure which category applies to you please ring Wageline on 1300 363 264 or check at www.wagenet.gov.au (and follow the links for Victoria).

Two Tables are contained in each of the Attachments. Each provides a single hourly minimum wage rate for each employee classification. This minimum wage rate is payable for all hours worked regardless of the day or time as an allowance has been made for penalty payments to account for any evening, Saturday and / or Sunday work public holiday work and annual leave loading.

TABLE A: The Ordinary Rate of pay – with paid leave entitlement. All personal leave and annual leave accrued and taken under this Agreement is paid at this rate.

TABLE B: The Loaded Rate of pay – with unpaid leave entitlement. The hourly rate of pay is higher than the ordinary rate - as payment for annual leave and personal leave has been rolled in. Therefore at the time of taking any personal or annual leave accrued under this Agreement, that leave will be unpaid.

This AWA is only a legally enforceable document once it is approved by the OEA and an approval notice has been issued to the Employer.

Further information can be obtained from our website at www.oea.gov.au

Completed Australian Workplace Agreements (AWAs) can be lodged with the Office of the Employment Advocate (OEA) directly online.

**Please visit www.awaonline.gov.au or
call the OEA National Telephone Advisory Service on 1300 366 632**

**Advice can also be sought from the OEA Industry Partner:
the Australian Retailers Association – Victoria on 1800 635 955**

SOME COMMON QUESTIONS & ANSWERS

Q: I've just been roped into the Shops Award. Why would I choose this Agreement?

A: If you have been roped into the Award you are under a legal obligation to meet all the terms and conditions of the Award. Awards can be lengthy, confusing documents that are hard to read and interpret. Australian Workplace Agreements (AWAs) are an alternative industrial instrument that can regulate employees terms and conditions of employment and once approved replace the Award. AWAs can offer flexibilities not available under Awards such as a flat rate of pay for all hours worked thus simplifying payroll systems. They can be written in plain English – thus enabling employer and employee to read and understand all their obligations and entitlements.

Q: Who approves this Agreement?

A: The Office of the Employment Advocate (OEA) processes and approves AWAs. There is no need for legal representation. This Agreement has been designed to be flexible enough to be adopted by any retailer and if there is no amendment to this Agreement it will be approved by the OEA as a priority.

Q: The flat rate of pay in this Agreement is higher than the ordinary rate of pay in the Award. Why is that?

A: The rates of pay in this Agreement have been “loaded” to take account of traditional penalty payments for work undertaken in the evenings, Saturday, Sunday or Public Holidays and annual leave loading. Although it is expected that the overall payroll costs would be the same under the Award and the AWA, the flat rate specified in this Agreement negates the need for an employer to become familiar with the differing penalty provisions under the Award, and then to calculate penalty rates for the different hours worked for each employee, as required under the Award.

Q: What are my legal obligations if my employees sign this Agreement?

A: An AWA is a legally enforceable document once approved by the OEA, and replaces the Award for all terms and conditions.

Q: How can I be sure that this Agreement is fair and reasonable?

A: Prior to approving any AWA, the OEA is required to undertake a *No Disadvantage Test*. This test compares the overall benefits available under this Agreement with the overall benefits that are available under the Shops Award to ensure employees are not disadvantaged. This Agreement, if used to regulate minimum terms and conditions of employment, meets the *No Disadvantage Test*.

Q: Where can I get some advice about Australian Workplace Agreements?

A: The home page of the Office of the Employment Advocate can be found at www.oea.gov.au All OEA publications explaining the benefits of AWAs are available from here. Alternatively you can ring the National Telephone Advisory Service of the OEA on **1300 366 632** or ring the Australian Retailers Association – Victoria on **1800 635 955**.

Q: What if my employees don't want to sign this Agreement?

A: An employee who is currently working for you cannot be forced to sign an AWA. It is their choice. If they choose not to sign, the Award will be the document specifying terms and conditions of employment. Recruitment of new employees, however, can be made conditional on signing an AWA. Potential employees must be informed of this prior to accepting the offer of employment.

Q: The flat rate of pay in this Agreement is lower than the rate I already pay. Can I use this Agreement to lower the rate of pay?

A: If you have an agreement with your current employees that involves paying a higher hourly rate of pay than specified in this AWA, you cannot reduce their rate. If they choose not to sign this Agreement, the Award will apply.

Q: Can I write my own Agreement with my employees?

A: Yes. However any AWA must meet a number of tests, including the *No Disadvantage Test* whereby the OEA can be sure that an employee will not be disadvantaged by signing any AWA when compared to the Award. There will be some time lag prior to approval to ensure all legal obligations are met.

Q: Can I pay more than what is outlined in this Agreement?

A: This Agreement specifies the minimum hourly rate that must be paid. There is nothing to prevent an employer paying a higher hourly rate than what is specified, nor is there anything to prevent an employer paying or applying other benefits, such as performance bonus payments or staff discount schemes.

Q: Can I use this Agreement and not send it to the OEA for approval?

A: No. This Agreement is only a legally enforceable document once it is approved by the OEA. Until such time as an Agreement is approved by the OEA, the Award is the legal instrument specifying all terms and conditions of employment.

Q: My employees and I are happy with this AWA. What do we do now?

A: Prior to anyone signing this AWA it is advisable that advice be sought from either the OEA (1300 366 632 or www.oea.gov.au) or the Australian Retailers Association – Victoria. Employees must be provided with an *Employee Information Statement* pamphlet (available free of charge from the OEA) at the same time they are given the AWA to consider. Existing employees must have the AWA for 14 days prior to signing, for new employees the timeframe is 5 days before signing.

To lodge the AWA, once both parties have signed, the OEA needs to know the employer and each employees details. These are provided to the OEA on *Part 1 and Part 2 Forms* respectively (again available free of charge from the OEA). Together with the *Part 1 & 2 Forms*, a copy of the signed AWA is forwarded to the OEA. **Alternatively**, and more expeditiously, lodgment can be completed online at www.awaonline.gov.au or the Australian Retailers Association can assist. This negates the need to fill in any additional paperwork as all employer and employee details are provided online.

AUSTRALIAN WORKPLACE AGREEMENT

1. PARTIES TO AGREEMENT

This Agreement is made between:

(the Employer)

(ABN)

And the employee whose name and details appear at the end of this agreement.

2. CONTRACT OF EMPLOYMENT

This agreement shall operate to encompass all terms and conditions of employment and shall operate to the exclusion of any and all other agreements and/or awards.

The employee will diligently and faithfully perform all the duties and responsibilities of their employment and will be bound by any policy and procedures formulated by the employer.

3. PERIOD OF OPERATION

The AWA will take effect:

- For new employees (who sign the AWA prior to commencing employment) – from the day the employment commences, and
- For existing employees (who sign the AWA after commencing employment) – from the first pay period after the date of approval.

The AWA shall remain in force for a period of three years.

4. DISCLOSURE

Nothing in this AWA shall be taken as in any way prohibiting or restricting disclosure of details in this AWA by either party to any other person.

5. PROBATIONARY PERIOD

All new employees shall be on probation for the first three (3) months of engagement. During this period the employer will monitor the employee's work performance. In the event that performance is assessed as unsatisfactory the employer will terminate employment by the giving of one day's notice.

6. DEFINITIONS

- 6.1 Full-time employees are defined as those whose ordinary hours of work are 152 hours over a 4 week period and are employed on a weekly basis.

6.2 Part-time employees are defined as those who are employed on a weekly basis with ordinary hours of work less than 38 hours per week. Part time employees shall be entitled to annual leave and personal leave on a pro-rata basis according to their average ordinary hours of work.

6.3 PAYRATES: are expressed as the minimum hourly rate payable (employers can elect to pay more than this minimum rate). Two tables are presented:

TABLE A: Ordinary rate is defined as a minimum hourly pay rate that includes provision for all penalty payments associated with evening work, weekend work, public holidays and annual leave loading. This rate will be paid for all hours worked, regardless of the day or time. All annual and personal leave accrued and taken under this Agreement shall be paid at this hourly rate.

TABLE B: Loaded rate is defined as a minimum hourly pay rate that incorporates the ordinary rate (as defined above) plus payment for annual leave and personal leave entitlements. Any annual leave or personal leave accrued and taken under this Agreement shall be unpaid at the time of taking such leave. This rate will be paid for all hours worked, regardless of the day or time.

6.4 Personal Leave is defined as any leave taken for the purposes

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is ill; or
- in the event of the death of an immediate family or household member (bereavement leave).

Where the employee is part-time, such leave is only relevant for the days normally worked.

6.5 Retail Worker Grade 1 means a shop assistant, a sales person, an assembler, a demonstrator, a ticket writer, a window dresser, a merchandiser and all others.

6.6 Retail Worker Grade 2 means an employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week; or an employee who:

- Has a formal qualification equivalent to no less than a two year Certificate in Visual Merchandising;
- Has two years of experience in Visual Merchandising; and utilises Visual Merchandising for the majority of the time in a week as his or her principal duties.

6.7 Department Manger: the person for the time being entrusted with the control or superintendence of a department within a shop notwithstanding he or she may be under the orders of another person who does not devote his or her whole time to the management of such department.

6.8 Shops Manager: the person for the time being entrusted with the control or superintendence of a shop notwithstanding he or she may be under the orders of another person who does not devote his or her whole time to the management of such shop.

7. ROSTER

ARRANGEMENTS

Roster arrangements will be established in accordance with business demands. Rosters shall be arranged Monday through Sunday inclusive,

comprising any combination of day, afternoon and evening shifts. The employer will make every effort to roster employees in a manner that is both fair and equitable to ensure that allocation of weekend and public holiday hours are equally divided between employees on a rotating basis. All hours will be made available to all employees, and if employees have family and or study commitments the employer will attempt to accommodate employees as best as possible, considering the operation requirements of the business.

8. HOURS OF WORK

The ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the employer to meet business requirements.

Such ordinary hours of work shall not exceed an average of 38 hours per week, averaged over a given roster cycle (e.g. of 4 weeks duration), although the actual hours worked may vary from week-to-week (with some weeks greater than 38 hours and other weeks less). The maximum ordinary hours in any one shift shall be ten.

The roster cycle shall be notified by the employer in writing, in advance. A seven day rotating roster (Monday through to Sunday) may be implemented at the discretion of the employer, with no more than 5 days to be worked in any week.

By agreement, an employee may move from part-time to full-time status or full-time to part-time status under this Agreement.

9. OVERTIME

Any work outside the ordinary hours of work is overtime. Where the employee *volunteers* to work overtime it will be paid at the normal hourly rate of pay. An employee may elect to take time off in lieu of payment of overtime. Time taken will be an hour taken for every hour worked.

Where the employer *directs* the employee to work overtime, it will be paid at 1.5 times the normal hourly rate of pay. An employee may elect to take time off in lieu of payment of overtime. Time taken will be at the penalty time – that is for every hour worked, one hour and half shall be taken.

10. MEAL INTERVALS / REST BREAKS

An employee is entitled to an unpaid meal break of 30 minutes after 5 hours of work which is to be taken at a time convenient to the business and the service to customers.

Employees shall receive a paid rest period of 10 minutes duration for each four hours worked to be taken at a time convenient to the business and the service to customers.

11. PAYMENT OF WAGES

Wages will be paid after the end of the pay fortnight into a bank account nominated by the employee. It is the employee's obligation to provide the

correct bank details to the employer and advise the employer promptly if there are any changes to those details.

Pay slips giving details of earnings and deductions will be issued with each pay.

15. WAGE ATTACHMENTS

The following pay Attachments are attached to this AWA.

ATTACHMENT 1: Shops roped into the Award **On And From** 17 February 2003:

ATTACHMENT 2: Shops respondent to the Award **Before** 17 February 2003:

Each employer in Victoria will fit into one of the above Attachments. Once the relevant Attachment is determined either one of the two tables outlining pay rates is to be paid to the employee:

- TABLE A: Ordinary rate as defined. Allows for paid annual and personal leave accrued and taken under this Agreement.

OR

- TABLE B: Loaded rate as defined. All annual and personal leave accrued and taken under this Agreement will be unpaid.

Junior rates

Juniors age	Percentage of rate for Retail Worker Grade 1 (either Table A or B)
16 years and under	50%
17 years	55%
18 years	67.5%
19 years	80%
20 years	90%

16. PAY

INCREASES

Wages will be increased by 2.5% on 1 July 2004, 1 July 2005, 1 July 2006.

17: SUPERANNUATION

Superannuation contributions will be paid as required under the Superannuation Guarantee (Administration) Act 1992 as varied from time to time to a complying Fund.

18. ABSENCES

Where practicable, notification of absence should be made to the employer well in advance of shift commencement time in order that alternative staffing arrangements can be made.

In the event of absence due to sickness, a medical certificate may be required for any single day's absence (or longer) whether a claim for sick-leave payment is to be made or not. In the event of other absences, the employer may require substantiation of absence.

19. LEAVE PROVISIONS

19.1 Annual Leave

Full time employees are entitled to 4 weeks (20 days) annual leave for each completed year of service. Part time employees will accrue annual leave on a pro-rata basis. (Note: Ordinary week means the hours you normally work in 1 week). Employees being paid under Table B still accrue leave, however at the time of taking any such leave it is unpaid.

Annual leave must be taken at a time mutually agreed with the employer with a minimum notice period of 4 (four) weeks. Annual leave should be taken within 12 months of entitlement. Annual leave loading is not payable at the time of taking leave, as it has been incorporated into the hourly pay rate.

Any leave accrued prior to signing this Agreement will be carried over and at the time of taking such leave will be paid at the pay rate the employee was in receipt of prior to signing this Agreement with any relevant leave loadings that may have applied. By agreement between the employer and employee accrued leave can be elected to be paid out at the time of signing this Agreement.

19.2 Personal leave (Sickness / family leave / bereavement leave)

All full time employees are entitled to 9 days personal leave per year. Personal leave is cumulative. Part-time employees are entitled to pro-rata personal leave (accumulated at 5hrs 42 mins for every 152 hrs worked). Employees being paid under Table B still accrue leave, however at the time of taking any such leave it is unpaid.

The employer, may at his/her discretion, grant additional unpaid personal leave under exceptional circumstances.

Any personal leave accrued prior to signing this Agreement will be carried over and at the time of taking such leave will be paid at the pay rate the employee was in receipt of immediately prior to signing this Agreement.

19.3 Parental Leave

The provisions of the Workplace Relations Act 1996 will apply.

19.4 Long Service Leave

Long Service Leave shall be provided for in accordance with the Victorian Long Service Leave Act.

19.5 Jury Service Leave

Where the employee is called for jury duty, the employer agrees to make up the difference between the daily attendance fee the employee receives on jury service and his/her normal pay for the same period. The employee must provide proof of attendance at jury service and of any payment received at the time of claiming the difference.

20. PUBLIC HOLIDAYS

All employees may be required to work Public Holidays - the following days are recognised as public holidays in the State of Victoria:

- New Years Day
- Australia Day
- Labor Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup (for Metropolitan areas - or regional equivalent day if applicable)
- Christmas Day
- Boxing Day

When an employee is rostered to work on a public holiday there will be no additional payment (the minimum hourly rate of pay has incorporated payment for this)

21. PRESENTATION AND APPEARANCE

Employees must maintain the highest presentation standard in both issued uniforms and personal dress.

Where an employee is required to wear any special uniform it shall be supplied and paid for by the employer. Any such garment remains the property of the employer.

22. PROPERTY OF THE COMPANY

Employees are required to take all reasonable care in the use of company property and to protect any company property in their care.

On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the employer.

23. CONFIDENTIAL INFORMATION

The employee will treat all confidential information as strictly confidential and will not disclose any confidential information to any person, firm, company or other body unless previously and expressly authorised in writing by the Employer.

The employee shall hold all transactions, records and information pertaining to the business of the Company in strict confidence, both during the period of employment and also after termination of employment relationship.

The employee will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business of the Employer.

24. TERMINATION & RESIGNATION

Except in the case of probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified below:

The notice of termination period shall be:

By the Employer:

Years of Service	Required Notice
Year 1	1 week
Years 2 – 3	2 weeks
Years 4 – 5	3 weeks
Over 5 Years	4 weeks

Employees 45 years and over who have completed at least two (2) years continuous service with the employer will receive one (1) additional weeks service.

By the Employee: Two weeks notice in writing or such other period as agreed by the parties.

Instead of providing the above notice the employer may choose to make payment in lieu of notice.

If the employee fails to give the required notice, the employee forfeits the entitlement to any monies owing to equal to the amount of notice not given.

Nothing in this Agreement affects the employer's right to dismiss an employee without notice for serious misconduct and an employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal.

Employees on probation shall be entitled to one (1) day's notice of termination.

25. REDUNDANCY PAY (applies only to employers with greater than 15 staff)

Redundancy occurs where an employer has made a definite decision 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.

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

Weeks' pay means the ordinary time rate of pay for the employee concerned.

An employer, in a particular redundancy case, may vary the general severance payment, if the employer obtains acceptable alternative employment which is taken up by the employee.

26. ACCIDENT MAKE-UP PAY

26.1 Entitlement to accident make-up pay

Where an employee becomes entitled to weekly compensation payments under the *Accident Compensation Act 1985* (the Act), the employer will pay to the employee an amount equivalent to the difference between:

- The level of weekly compensation and any weekly wages earned or able to be earned if partially or totally incapacitated, and
- The amount that would have been payable under this AWA for the classification of work if the employee had been performing their normal duties.

26.2 Accident make-up pay shall not apply:

- In respect of any injury during the first seven consecutive days (including non working days) of incapacity, or
- To any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.

26.3 Entitlement to accident make-up pay continues (subject to 26.6) on termination of an employee's employment where such termination:

- Is by the employer other than for reasons of the employee's serious and/or wilful misconduct; or

- Arises from a declaration of liquidation of the employer, in which case the employee's entitlement in the absence of agreement shall be referred to the Australian Industrial Relations Commission.

26.4 Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident make-up pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

26.5 Maximum period of payment: The maximum period or aggregate period of accident make-up pay to be made by an employer shall be a total of 39 weeks for any one injury.

26.6 Absences on other paid leave: An employee shall not be entitled to payment of accident make-up pay in respect of any period of other paid leave of absence (including unpaid personal leave and unpaid annual leave taken by employees electing Table B payrates).

26.7 Variation in compensation rates: Any changes in compensation rates under the Act shall not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged.

26.8 Medical examination

- In order to receive entitlement to accident make-up pay an employee shall conform to the requirements of the Act as to medical examination.
- Where, in accordance with the Act a medical referee gives a certificate as to the condition of the employee and fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident make-up pay shall cease from the date of such refusal or failure to commence the work.

26.9 Where there is a redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such redemption.

26.10 Death of employee: All rights to accident pay shall cease on the death of an employee.

27. DISPUTE RESOLUTION PROCEDURE

In the event of a grievance the following procedure shall be followed:

1. The employee will raise the matter with their immediate supervisor/ manager
2. If unresolved then refer the matter to the owner or manager above your immediate supervisor
3. If matter is not resolved either party may refer the issue for mediation. During this process employees are entitled to third party representation.

Until the matter is determined, work shall continue normally.

A party will not be prejudiced in the final settlement by the continuation of work in accordance with this clause.

The parties must co-operate, ensuring that these procedures are carried out expediently.

28. PROVISION RELATING TO ANTI-DISCRIMINATION

The parties to this AWA agree that:

It is their intention to achieve the principle to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

ATTACHMENT 1: Shops roped into the Award On And From 17 February 2003:

TABLE A:

Ordinary rate is defined as a minimum hourly pay rate that includes provision for all penalty payments associated with evening work, weekend work and public holidays and annual leave loading. This rate will be paid for all hours worked, regardless of the day or time. All annual and personal leave accrued and taken under this Agreement shall be paid at this hourly rate.

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From March 2003	\$14.65	\$15.69	\$15.86	\$16.13
From 1 July 04	\$15.02	\$16.08	\$16.26	\$16.53
From 1 July 05	\$15.39	\$16.48	\$16.66	\$16.95
From 1 July 06	\$15.78	\$16.90	\$17.08	\$17.37

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

OR

TABLE B:

TABLE B: Loaded rate is defined as a minimum hourly pay rate that incorporates the ordinary rate (as defined above) plus payment for annual leave and personal leave entitlements. Any annual leave or personal leave accrued and taken under this Agreement shall be unpaid at the time of taking such leave. This rate will be paid for all hours worked, regardless of the day or time.

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From March 2003	\$16.03	\$17.17	\$17.36	\$17.64
From 1 July 04	\$16.43	\$17.60	\$17.79	\$18.08
From 1 July 05	\$16.84	\$18.04	\$18.24	\$18.53
From 1 July 06	\$17.26	\$18.49	\$18.69	\$19.00

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

ATTACHMENT 2: Shops respondent to the Award before 17 February 2003:

TABLE A:

Ordinary rate is defined as a minimum hourly pay rate that includes provision for all penalty payments associated with evening work, weekend work and public holidays and annual leave loading. This rate will be paid for all hours worked, regardless of the day or time. All annual and personal leave accrued and taken under this Agreement shall be paid at this hourly rate.

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From March 2003	\$15.45	\$16.54	\$16.72	\$17.01
From 1 July 04	\$15.84	\$16.95	\$17.14	\$17.44
From 1 July 05	\$16.23	\$17.38	\$17.57	\$17.87
From 1 July 06	\$16.64	\$17.81	\$18.01	\$18.32

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

OR

TABLE B:

TABLE B: Loaded rate is defined as a minimum hourly pay rate that incorporates the ordinary rate (as defined above) plus payment for annual leave and personal leave entitlements. Any annual leave or personal leave accrued and taken under this Agreement shall be unpaid at the time of taking such leave. This rate will be paid for all hours worked, regardless of the day or time.

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From March 2003	\$16.90	\$18.10	\$18.30	\$18.60
From 1 July 04	\$17.32	\$18.55	\$18.76	\$19.07
From 1 July 05	\$17.76	\$19.02	\$19.23	\$19.54
From 1 July 06	\$18.20	\$19.49	\$19.71	\$20.03

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

SIGNATURES OF THE PARTIES

Australian Workplace Agreement made under the Workplace Relations Act 1996, between;

(Employer)

and

(Employee)

Date:/...../.....

RELEVANT ATTACHMENT: tick the box that applies to your business

ROPED IN AWARD FROM 17 FEB 2003: ATTACHMENT A

ROPED IN AWARD PRIOR TO 17 FEB 2003: ATTACHMENT B

Signatures:

FOR THE EMPLOYER:
To ensure prompt processing of this Agreement, please ensure the declaration over the page is also signed

Name in full (printed):

Signature:

Position:

Employer Address:

.....

Witnessed By:
Name in full (printed):

Signature:

Witness Address:

.....

FOR THE EMPLOYEE:

Employment Status: Part-Time OR Full-Time

Name in full:

Signature:

Witnessed By:
Name in full (printed):

Signature:

Witness Address:

.....

DECLARATION BY THE EMPLOYER

The following declaration will assist the OEA in assessing this AWA.

EITHER:

(where there has been no amendment to the clauses contained in the OEA Victorian Retail Framework Agreement

I,(name of person representing employer), of
.....(name of company) hereby declare that this
AWA is in the exact terms and conditions as the OEA Victorian Retail Framework
Agreement and the wording **has not** been amended in any way, (except to provide
signatures OR to increase the minimum hourly rate of pay specified).

Signed:

Position:

Dated:/...../.....

OR

(where there has been amendment to any of the clauses contained in the OEA Victorian Retail Framework Agreement

I,(name of person representing employer), of
.....(name of company) hereby declare that this
AWA has been based on the OEA Victorian Retail Framework Agreement and the
wording **has** been amended in the following ways. [Please outline all amendments –
attach a further page if necessary].

.....
.....
.....
.....
.....
.....

Signed:

Position:

Dated:/...../.....

**To ensure priority processing - please remove this page
and place it as the FIRST page of this Agreement when
lodging with the OEA**