

**AIRPORT RETAIL ENTERPRISES (ARE) - AIRPORT RETAIL OPERATIONS
- WORKPLACE AGREEMENT 2006**

ARRANGEMENT

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PART 1: PRELIMINARY

1. TITLE

The Agreement is to be known as the Airport Retail Enterprises (ARE) - Airport Retail Operations - Workplace Agreement 2006.

2. APPLICATION OF AGREEMENT

Notwithstanding any provisions to the contrary contained in any Award or Agreement this Agreement is binding upon:

- (i) Airport Retail Enterprises Pty Ltd (the Employer), and
- (ii) Employees of Airport Retail Enterprises Pty Ltd engaged in operations, sites or businesses in or in connection with or incidental to retail operations for whom classification and rates of pay are provided for herein, and
- (iii) the Shop, Distributive and Allied Employees' Association (the Union).

3. DATE OF OPERATION

This Agreement takes effect from the date of lodgement with the Office of the Employment Advocate and remains in force until the 11 June 2009.

4. AGREEMENT REVIEW

The parties agree that during the life of this Agreement, the Employer, may with the agreement of relevant employees and the Union, trial new working arrangements to facilitate and accommodate the Employer's operational requirements.

Where after such trials the parties agree to permanent variations to the terms as currently set down in this Agreement the parties must document and register such variations in accordance with **the Workplace Relations Act**.

5. OBJECTIVE AND COMMITMENTS

(1) Objectives

The parties objectives when entering into this Agreement are to:

- (i) Increase the efficiency of each site operation by the effective utilisation of the skill and commitment of the Employer's employees.
- (ii) Improve working conditions, job satisfaction and continuity of employment of the Company's employees by improving upon existing Award and industry standards.
- (iii) To work towards introducing a workplace culture of continuous learning and improvement.

- (iv) Maintain and improve industrial relations harmony through consultation, communication between the Employer, its employees and the Union.
- (v) Provide and maintain an environment which recognises the role and rights of the Union as the appropriate representative of employees.

(2) ***Commitments***

The parties to this Agreement are committed to overseeing that:

- (i) The measures adopted in this Agreement lead to real gains in productivity.
- (ii) The parties adopt a broad approach to productive performance incorporating (but not limited to) management and labour efficiency, quality, training and equity issues.
- (iii) A central role in the implementation of the measures adopted in this Agreement is reserved for genuine consultation between the Employer, its employees and the Union.
- (iv) Productivity and/or efficiency measures will not be implemented at the expense of health and safety standards, and that as far as possible existing safety standards will be improved upon.
- (v) The grievance and dispute settlement procedures provided for in this Agreement are rigorously applied and followed by the parties.
- (vi) A free flow of information occurs between the Employer and its employees at each individual worksite.
- (vii) The role of the Union as the appropriate representative of employees is maintained and enhanced.

6. COMMUNICATION AND CONSULTATION

- (1) The parties to this Agreement agree to introduce consultative mechanisms and procedures appropriate to the size, structure and needs of each individual site operation, (or work sections within individual site operations).
- (2) The parties agree that effective consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels, catering for an information flow between management and employees and/or the local Union representative.

7. AGREEMENT POSTING

A true and correct copy of this Agreement must be exhibited in a conspicuous and convenient place at each work site so as to be easily read by employees.

PART 2: TERMS AND CONDITIONS OF EMPLOYMENT

8. CONTRACT OF EMPLOYMENT

- (1) An employee must on or prior to commencing employment, be provided by the Employer with a written statement outlining the employee's:
- (i) Employment category, which will be either:
 - permanent full-time
 - permanent part-time
 - casual
 - specific period
 - (ii) Classification level.
 - (iii) Ordinary hours of duty.
 - (iv) Rate of pay.
 - (v) Date of appointment.

(2) ***Employment Category - Definitions***

- (i) "Full time" employee means a permanent employee who is engaged as such and who works an average of 38 hours per week.
- (ii) "Part-time" employee means a permanent employee who is engaged as such and works hours as described in **clause 21(11)** of this Agreement.

Provided that the weekly total of such ordinary hours worked will, on average, be less than the ordinary hours worked by full time employees.

Provided further that where a part-time employee in any six month period works on average 36 or more hours per week, then the employee will, upon application to the Employer, become a full-time employee.

- (iii) "Casual" employee means an employee engaged as such and who is employed by the hour in the level of work for which the employee was engaged.

Provided that the weekly total of such hours worked will, on average, be less than the ordinary hours worked by full time employees and each engagement stands alone.

- (iv) "Specific period" employee means a full time or part-time employee who is engaged by the Employer for a specified period of time at the end of which the Contract of Employment expires and ceases to have effect of its own accord. ie: The employee is engaged from date (x) to date (y) at which time the Contract of Employment expires.

Provided that an employee engaged under the provisions of this subclause must not be immediately re-engaged as a "specific period" employee unless there is genuine mutual written agreement between the employee and the Employer.

(3) **Termination of Employment**

- (i) Except in circumstances where the provisions of **clause 10** of this Agreement apply (Introduction of Change, Termination of Employment in Cases of Redundancy), the following periods of notice are to be given by either party of termination of service (or paid/forfeited in lieu thereof) except in the case of casual employees and in cases of serious misconduct when any employee may be subject to instant dismissal.

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
• Up to one year	1 week
• More than one year and up to three years	2 weeks
• More than three years and up to five years	3 weeks
• More than five years	4 weeks

Plus the Employer will provide one additional week's notice if:

- The employee is over 45 years of age and
- Has completed at least two years continuous service

(ii) Serious Misconduct

The Employer retains the right to dismiss an employee without notice for serious misconduct. Misconduct includes but is not limited to:

- theft;
- dishonesty;
- being under the influence of alcohol and/or illegal drugs;
- possession of illegal drugs; or
- an implement for consumption of illegal drugs;
- serious neglect of duty or incompetence;
- assault or fighting;
- conviction of a criminal offence which in the opinion of the Employer affects an employee's suitability to continue in employment; and
- conduct or behaviour which places an employee or visitor to the site in danger.

In such circumstances, wages shall only be payable up to the time of dismissal.

- (iii) In the case of dismissal of an employee leaving the service of the Employer, after the prescribed notice has been given, the employee must be paid all wages due by the following pay date.
- (iv) In the event of an employee being discharged or leaving without notice, such employee is to be paid all wages due by the following pay date.
- (v) It is the intention of the Employer that no termination of employment will be harsh, unjust or unreasonable and that termination of employment will ensure a "fair go all round" (see *Loty v Holloway*).

- (vi) Where any employee, whose employment is terminated under this clause or **clause 12**, disputes that the termination conforms to the intent of **subclause 11(3(iv))** then the dispute shall be dealt with under **clause 14**. Nothing in this paragraph will reduce the effectiveness of the termination.

9. PROBATION PERIOD

- (1) All new employees except casuals, will undergo a probationary period of a maximum three months duration and will be engaged at the probationary level.
- (2) Within four weeks of the commencement of the probationary period the employee's performance, conduct and capacity in the position will be assessed via a formal performance review or appraisal procedure. Accordingly, the employee may be required to undertake various duties and/or training so as to allow such assessment
- (3) Nothing contained in subclauses (1) and (2) above will detract from the Employer's ability to:
- Employ new employees on a probationary basis but at a level other than that of a "probationary" employee.
 - Employ new employees on a permanent basis.
 - Assess and classify an employee within the probationary period as being a competent Level 1, 2 or 3 employee.
- (4) The Employer undertakes to confirm in writing at the earliest opportunity an employee in a permanent position following a satisfactory review or appraisal.
- (5) The parties to this Agreement recognise that such probationary period is an extension of the Employer's recruitment and selection process. In the event that an employee is not considered suitable for a position at the end of the probationary period the Employer may terminate the employee's employment upon giving the appropriate period of notice as referred to in **clause 8(3)** of this Agreement.

10. INTRODUCTION OF CHANGE, TERMINATION OF EMPLOYMENT IN CASES OF REDUNDANCY

(1) *Introduction of Change*

(i) Employer's Duty to Notify

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and the Union.

(b) “Significant effects” include 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, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alternations of any of the matters referred to herein an alteration will be deemed not to have significant effect.

(ii) Employer’s Duty to Discuss Change

(a) The Employer must discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1)(i)(a) of the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in subclause (1)(i)(a).

(c) For the purpose of such discussion, the Employer must provide in writing to the employees concerned and the Union, 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 the Employer can not be required to disclose confidential information, the disclosure of which would be inimical to the Employer’s interests.

(2) ***Redundancy***

(i) Discussions Before Termination

Where the Employer has made a definite decision that the Employer no longer wishes the job the permanent 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 must hold discussions with the employee/s directly affected and with the Union

(ii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (1)(i)(a), the employee is entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer may, at the Employer’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

(iii) Severance Pay

In addition to the period of notice prescribed for ordinary termination in **clause 8(3)**, an employee whose employment is terminated for reasons set out in subclause (1)(i)(a) is entitled to the following amount of severance pay in respect of a continuous period of service:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
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 rate of pay for the employees concerned.

(iv) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in subclause (1)(i)(a) may terminate their employment during the period of the notice and, if so, is entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided that in such circumstances the employee is not entitled to payment in lieu of notice.

(v) Alternative Employment

The parties to this Agreement acknowledge that, in cases of redundancy, the Employer’s obligation is to employ whatever measures may be practicable in order to place into or find the employee other acceptable alternative employment.

Where, in a particular redundancy case, the Employer is able to place into or find the employee an acceptable alternative position then the Employer reserves the right to make application to the Commission to have the general severance pay prescription varied.

(vi) Time Off During Notice Period

During the period of notice of termination given by the Employer an employee is to 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. The employee can, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

(vii) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in subclause (1)(i)(a), the Employer must notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(viii) Transmission of Business

(a) Where a business is before or after the date of this Agreement, transmitted from an Employer (in this subclause called “the transmitter”) to another Employer (in this subclause called “the transmittee”) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

1. The continuity of the employment of the employee is to be deemed not to have been broken by reason of such transmission; and

2. The period of employment which the employee has had with the transmitter or any prior transmitter is deemed to be service of the employee with the transmittee.

(b) In this subclause “business” includes trade, process, business or occupation and includes parts 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.

(ix) Employees with Less than One Year’s Service

This clause does not apply to employees with less than one year’s continuous service.

(x) Employees Exempted

This clause does not apply where employment is terminated as a consequence of conduct that justifies dismissal without notice for malingering, inefficiency, neglect of duty or misconduct or in the case of casual employees or employees engaged for a specific period of time.

(xi) Incapacity to Pay

The Employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied on the basis of the Employer’s incapacity to pay.

11. MULTI-SKILLING

In recognition of the operation and efficiency requirements of the Employer and to create more varied and interesting work it is a condition of employment, subject to appropriate training and competency, that each employee is to be available to work as required on any work within his or her skill, competence and training consistent with the classification structure of this Agreement and that each employee should acquire the skills and learn any other job as directed and must provide instruction and/or training as appropriate to another employee as required.

Any direction issued by the Employer pursuant to the above paragraph must be consistent with the Employer’s responsibilities to provide a safe and healthy working environment.

12. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES

(1) The matters to be dealt with in this procedure include all grievances or disputes between an employee and the Employer or between the Union and Employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedure applies to a single employee or to any number of employees.

(2) *Settlement of Disputes*

In the event of an employee having a grievance or dispute, the employee must in the first instance attempt to resolve the matter with their immediate supervisor, who is to respond to such request within 48 hours of the employee raising the matter.

- (3) If the grievance or dispute is not resolved under subclause (2), 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.
- (4) If the grievance or dispute is still unresolved after discussions listed in subclause (3) hereof, the matter may, in the case of a member of the Union be reported to the Branch Secretary of the Union and the Employer's nominated industrial representative. An employee may report the grievance or dispute to management or their nominated industrial representative. This should occur as soon as it is evident that discussions under subclause (3) hereof will not result in resolution of the dispute.
- (5) If, after discussion between the parties, or their nominees mentioned in subclause (4), the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, the matter in dispute may be referred by either party to the Australian Industrial Relations Commission for determination. The Powers, Functions and Immunities which previously applied to the Australian Industrial Relations Commission under the Workplace Relations Act 1996 ,as at 1 December 2005, will govern the operation of the Commission and its Members in relation to the resolution of disputes under this clause.

Where the resolution of the dispute identified a provision of this Agreement that should be amended the parties are to attempt to agree on the terms of a variation to this Agreement and if a variation is agreed such variation may be processed according to the terms specified in **the Workplace Relations Act**.

- (6) Whilst all of the above procedures are being followed, normal work will continue except where continuance of work would represent a threat to the health and/or safety of the employee/s or customers.
- (7) The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- (8) All parties must give due consideration to matters raised or any suggestion or recommendation made by an Industrial Relations Commissioner with a view to the prompt settlement of the dispute.
- (9) Discussions at any stage of the procedure must 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 is open to any party to refer the matter to the Australian Industrial Relations Commission for determination.

13. TRAINING AND EDUCATION

- (1) The parties to this Agreement will co-operate in overseeing that appropriate training and cross skilling is available for all employees and that such training will be provided at the expense of the Employer. The parties also agree to co-operate in encouraging employees to avail themselves of the benefits of such paid training.

Accordingly, the parties commit themselves to:

- Developing a more highly skilled and flexible workforce;
 - Providing employees with career opportunities through appropriate training to acquire additional skills; and
 - Removing barriers to the utilisation of skills acquired.
- (2) The parties to this Agreement will develop appropriate training programmes to facilitate skill enhancement based on the following procedures:
- (i) Training must comply with the criteria and guidelines established by the Employer and the Union and wherever practicable such criteria and/or guidelines must be consistent with recognised national training protocols.
 - (ii) Subject to subclause (i) all employees are to have access to training and no barriers will be placed on employees accessing such training - provided that such training is relevant to the employee's position or career path in obvious progression.
 - (iii) Training may be undertaken either on or off the job, provided that where the training is undertaken during ordinary hours, the employee will not suffer any loss of pay.
 - (iv) Where off the job training is required by an Employer an employee attending such training programmes is entitled to paid training leave.
- (3) The parties commit themselves to the provision of such training both via internal, on-the-job training and through external training providers as regarded as appropriate.
- (4) ***National Training Wage Award***
- (i) This Agreement allows for the employment of trainees who shall be paid according to the terms and conditions of the National Training Wage Interim Award 1994 as varied from time to time.
 - (ii) The National Training Wage Award shall apply in respect of this Agreement and where it refers back to the Award, that shall be read as referring back to this Agreement.
 - (iii) The provision in the National Training Wage Award in respect of overtime shall be read to mean that the hourly rate of pay for the purposes of calculation of overtime or shift penalties is the hourly rate applicable to the relevant age as prescribed in this Agreement.

14. WORKPLACE HEALTH AND SAFETY

(1) ***Objective***

The Employer, employees and the Union are committed to achieving and maintaining healthy and safe working conditions in all company workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, employees and the Union.

This approach will have the following objectives:

- (i) to control workplace hazards at their source;
- (ii) to reduce the incidence and costs of occupational injury and disease;
- (iii) to provide a rehabilitation system for workers affected by occupational injury or illness.

(2) ***Consultation***

To ensure the effective elimination, minimisation and management of risks in the workplace, consultation will occur between management, employees and the Union. The consultation procedure will vary from site to site.

In addition, management and the National Office of the Union will monitor and review any workplace health and safety on a bi-annual basis.

(3) ***Training***

The Employer will provide induction and on the job training to all employees on company occupational health and safety policy, particular hazards associated with the job, control measures applicable to each hazard and procedures for controlling and preventing hazards in the workplace. The Union will be informed of the content of such training.

(4) ***Occupational Health and Safety Program***

- (i) The Employer will collect, collate and analyse statistics on the incidence of injury/illness in the workplace.
- (ii) The Employer will conduct regular workplace inspections to identify hazards and monitor compliance with all regulatory standards. These will be carried out with the involvement of employees.
- (iii) The Employer shall take prompt action to deal with any health and safety problems.

(5) ***Application of State Laws***

Nothing in this clause must operate to remove, lessen, diminish, ameliorate or otherwise effect in any way whatsoever:

- (i) an Employer's or employee's obligations and duties under any applicable law relating to workplace health and safety; or
- (ii) the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
- (iii) the operation and application of such laws.

PART 3: DEFINITIONS, WAGES AND ALLOWANCES

15. DEFINITIONS

(1) *Classification Structure*

- (i) “Probationary Employee”: Means any new employee engaged as such in accordance with the provisions of **clause 9** of this Agreement.

Employees at this level will:

- Be responsible for the quality of their own work, subject to direction and regular checking.
- Work under close/routine supervision.
- Undertake all duties in a safe and responsible manner.
- Undertake any induction and/or training required for advancement to Level 1.

Provided that employees may remain at this level for a maximum of three months duration.

- (ii) “Level 1 - Retail”: Means any employee engaged as such in the retail functions of the operation who is deemed to have an appropriate level of training and/or experience and is deemed to be competent to perform the range of tasks and duties required in the position.

Employees at this level will:

- Be responsible for the quality of their work subject to general direction.
- Work under general supervision and/or with minimal assistance.
- Provide assistance to team mates if required.
- Work in a safe and responsible manner.
- Possess a sound degree of interpersonal, communication and customer service skills.
- Exercise discretion within their level of skills and training.
- Possess sound product knowledge.

Such employees may be required to perform a range of duties which may include any or all of the following:

- Attending to customer requirements.
- Computerised cashiering.
- Cleaning and other housekeeping duties.
- Visual merchandising.
- Opening and closing procedures at the outlet.
- Reconciliation of end of day reporting.
- Ordering of goods and supplies within stipulated levels of authority.
- Stock control.
- General administrative and other office duties.
- Operation of a telephone.
- Security.

- (iii) “Level 2 - Retail”: Means any employee engaged as such in the retail and/or administration functions of the operation who is experienced in a number of work areas and is expected to assign duties and supervise the work of employees at a lower level.

Employees at this level will:

- Be responsible for a section or sections of work.
- Be responsible for the quality of their own work within set guidelines.
- Oversee work is performed in a safe and responsible manner.
- Possess excellent interpersonal, communication and customer relations skills.
- Exercise discretion within their level of skills, training and authority.

Such employees may be required to perform a range of functions and duties which may include any or all of the following:

- Duties required of a Level 1 employee.
- Assist in staff training.
- Assist employees at a lower level.
- Implement security systems.
- Ordering and stock control for own section/s of work.

- (iv) “Level 3 - Retail Supervisor”: Means any employee engaged to supervise the retail and/or administrative functions of the operation. This position requires qualifications achieved through study (not necessarily tertiary) or experience and on-the-job training. Employees are responsible for implementing the strategic and operational direction determined by management.

Employees at this level will:

- Be responsible for supervision of the staff and operation.
- Be required to make decisions affecting the operation.
- Be accountable to the site or national operations manager (whichever is applicable) for their own work and that of employees at a lower level.
- Ensure work is performed in a safe and responsible manner.
- Possess excellent interpersonal, communication and administrative skills.
- Exercise initiative and discretion in supervision of the operation.

Such employees may be required to perform a range of functions and duties which may include any or all of the following:

- Duties required of a Level 2 employee.
- Supervise, co-ordinate and direct the work of employees at a lower level.
- Devise and monitor security systems.
- Conduct, co-ordinate and develop staff training.
- Implement stock control procedures to company standards.
- Identify and eliminate risks or hazards in the workplace.
- Oversee and/or reconcile auditing of monies/accounts.
- Preparation and submission of reports/proposals to site or national operations manager.
- Promotional or marketing activities.

Clauses 21 (Hours of Work), **22** (Additional Shifts), **23** (Overtime), **24** (Time Off In Lieu), **25** (Meal Breaks), **26** (Rest Pauses), **28** (Broken Duty Periods) and **29** (Public Holidays) of this Agreement shall not have application to employees at this level.

(2) **Other Definitions**

- (i) “Full Day Off” means 24 hours clear off duty from the time an employee’s rostered shift is scheduled to finish.
- (ii) “Local Agreement(s)” means an agreement reached for a specific worksite pursuant to the provisions of **clause 27** of this Agreement and which is to be read in conjunction with this Agreement. Where an inconsistency arises, the term(s) of the Local Agreement(s) prevail.

Each Local Agreement must be attached as a schedule hereto this Agreement.

- (iii) “Appropriate Level of Training” denotes a level of training and/or experience stipulated by the Employer from time to time as necessary to fulfil the inherent requirements of the work.

16. WAGES

- (1) The minimum rates of wages payable to the following classifications of employees are as follows:

(i) **Retail Operations: 9 April 2006**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	38,328.23	18.94	23.67
Two	(105%)	33,537.20	16.57	20.71
One	(100%)	31,940.19	15.78	19.73
Probationary	(90%)	28,746.18	14.20	17.75

(ii) **Retail Operations: 9 November 2006**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	39,094.80	19.85	24.81
Two	(105%)	34,207.95	17.36	21.71
One	(100%)	32,579.00	16.54	20.67
Probationary	(90%)	29,321.10	14.88	18.60

(iii) **Retail Operations: 9 April 2007**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	39,485.75	20.04	25.05
Two	(105%)	34,550.03	17.54	21.92
One	(100%)	32,904.79	16.70	20.88
Probationary	(90%)	29,614.31	15.03	18.79

(iv) **Retail Operations: 9 November 2007**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	40,275.46	20.44	25.56
Two	(105%)	35,241.03	17.89	22.36
One	(100%)	33,562.88	17.04	21.30
Probationary	(90%)	30,206.60	15.33	19.17

(v) **Retail Operations: 9 April 2008**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	40,678.22	20.65	25.81
Two	(105%)	35,593.44	18.07	22.58
One	(100%)	33,898.51	17.21	21.51
Probationary	(90%)	30,508.66	15.49	19.36

(vi) **Retail Operations: 9 November 2008**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	41,491.78	21.06	26.33
Two	(105%)	36,305.31	18.43	23.04
One	(100%)	34,576.48	17.55	21.94
Probationary	(90%)	31,118.84	15.80	19.75

(vii) **Retail Operations: 9 April 2009**

<i>Level</i>		<i>Classification</i>		
		<i>Full-Time</i>		<i>Casual Per Hour</i>
		<i>Per Annum</i>	<i>Per Hour</i>	
Three	(120%)	41,906.70	21.27	26.59
Two	(105%)	36,668.36	18.61	23.27
One	(100%)	34,922.25	17.73	22.16
Probationary	(90%)	31,430.02	15.95	19.94

Total salaries expressed above include payment of all penalties and allowances unless otherwise specified in this Agreement.

(2) ***Sunday Work***

All employees (including casual employees) required to work on Sunday will be paid 50% in addition to the appropriate hourly rate of pay for a permanent employee.

(3) ***Part-time Employees***

- (i) Permanent part-time employees are to be paid the appropriate hourly rate of pay as specified in subclause (1).
- (ii) Unless otherwise specified, part time employees are entitled on a pro-rata basis to all leave entitlements contained in this Agreement.

(4) ***Casuals***

Casual employees shall be paid a 25% loading in addition to the appropriate hourly rate of pay as specified in subclause (1).

Casual loading will not be compounded.

(5) ***Juniors***

- (i) The minimum rates of wages for junior employees (those employees at or below 19 years of age) are to be calculated on the basis of 90% of the appropriate rate specified in subclause (1).
- (ii) Provided that junior employees may only be employed in the proportion not exceeding one junior to every three or fraction of three adult employees.

17. WAGES ESCALATION

- (1) The parties have agreed on the wage increases to be applied during the life of this Agreement These are contained in clause 16.

18. ALLOWANCES

(1) ***First-Aid Allowance***

Where an employee holds a St John's Ambulance Certificate or its equivalent and is required by the Employer to act as a First Aid Attendant, such employee is to be paid an allowance of \$3.00 per day of duty.

(2) ***Travel Allowance***

Permanent employees are entitled to a travel allowance of \$4.90 per day or shift

19. PAYMENT OF WAGES

- (1) All wages must be paid in full in the Employer's time at least once in each fortnight. Casual work may be paid for at the termination of each engagement if agreed between the Employer and the employee(s) concerned.
- (2) Wages shall be paid by electronic funds transfer (EFT) into a nominated bank account, at no cost to the employee.

Any alternative method for the paying of wages may be agreed to between the employee, the Union and the Employer.

- (3) Upon termination, for any reason, an employee must receive all wages due to them up to the time of termination and such monies are to be paid on the next pay day following the termination unless otherwise agreed.
- (4) The Employer may deduct from amounts due to an employee such amount(s) as may be authorised in writing by such employee.
- (5) Provided that where an employee is kept waiting for their wages for more than two hours after the usual ceasing time on pay day, they will be paid at overtime rates for all time they were kept waiting.

20. SUPERANNUATION CONTRIBUTIONS

- (1) Airport Retail Enterprises Pty Ltd will make payment into an approved occupational superannuation scheme on behalf of each employee occupational superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration Act) 1992* and the *Superannuation Guarantee Charge Act 1992*.
- (2) For the purposes of subclause (1) the approved occupational superannuation fund is "R.E.S.T."

PART 4: HOURS OF WORK, OVERTIME

21. HOURS OF WORK

- (1)
 - (i) Full-time employees will be engaged to work an average of 38 hours per week and not more than 152 hours in any 28 day period.
 - (ii) Full-time employees shall be rostered to work their ordinary hours on one of the following bases:
 - As 76 hours per 14 day period
 - As 152 hours per 28 day period
- (2) All employees may work a maximum of 10 hours per day within a spread of 16 hours per day from starting time, inclusive of meal breaks.
- (3) The ordinary hours are to be worked between 4.30 am and 11.30 pm, Monday to Sunday inclusive.
- (4)
 - (i) Employees will not be required to work more than 10 days in a 14 day period.
 - (ii) In any 14 day period, employees will be provided with at least one period of two consecutive days off and where practicable such days off shall fall on a weekend.
 - (iii) An employee may be rostered to work a maximum of three Sundays in any four week cycle and shall be rostered off on at least one Sunday incorporating a Saturday and a Sunday.
- (5)
 - (i) When an employee is required to work more than 10 days in a 14 day period, the eleventh and twelfth days worked will be paid for at the rate of time and one half and the thirteenth and fourteenth days worked at the rate of double time.
 - (ii) When an employee is required to work more than 20 days in a 28 day period, the twenty-first, twenty-second, twenty-third and twenty-fourth days worked must be paid for at the rate of time and one half and the twenty-fifth, twenty-sixth, twenty-seventh and twenty-eighth days worked at the rate of double time.
- (6) A roster setting out the employee's ordinary days of duty and starting and finishing times on such days must be displayed in a place conveniently accessible to employees at least three days before the commencement of each roster.
- (7) At least two days notice of a change in the roster must be given except:
 - (i) where agreement has been reached with the employee; or
 - (ii) where an emergency necessitates a shorter period and reasonable attempts are made to notify an employee within two hours of the commencement of the shift eg flight reschedules and cancellations. Provided that if a permanent employee attends for work without receiving the two hours notice, the employee shall be paid a travelling allowance.
- (8) Notwithstanding the above provisions, agreement may be reached between the Employer and the employee/s concerned over rostering arrangements. Such agreement will include the local on-site delegate where applicable.

- (9) Where practicable the Employer is to have regard to the wishes of individual employees in relation to rostering of work to be performed during unsociable hours. Provided that the Employer is not required to take into account any individual nominating the working of additional shifts as being their individual preference.
- (10) Employees shall be allowed a break of not less than 10 hours between the termination of work (including overtime) on one day and the commencement of work (including overtime) on the next day.

(11) ***Part-time Employees***

- (i) Part-time employees must work no less than three hours and no more than ten hours in ordinary time per engagement. Provided further a part-time employee's ordinary hours will not be less than 20, nor more than 34 hours per week unless otherwise specified in this Agreement.
- (ii) Part-time employees shall be rostered to work their ordinary hours on one of the following bases:
- A minimum of 40 hours and a maximum of 68 hours per 14 day cycle.
 - A minimum of 80 hours and a maximum of 136 hours per 28 day cycle.
- (iii) Part-time employees' ordinary rostered hours may be increased during any 14 day or 28 day cycle, provided:

- (a) the employee agrees;
- (b) the agreement is made in writing;
- (c) the total hours do not exceed the maximum ordinary hours prescribed in subclause 21(1).

(iv) **Extended Shift**

Part-time employees ordinary daily rostered hours may be increased provided:

- (a) the employee agrees;
- (b) the agreement is made in writing;
- (c) the total hours do not exceed 10 hours per day; and
- (d) the extended shift is paid at the rate of 110% for part-time employees .

For the purposes of subclauses (iii) and (iv), any extra hours shall be taken into account when calculating leave entitlements.

(12) ***Casuals***

- (i) Casual employees will be engaged by the hour and each engagement will stand alone.
- (ii) Casual employees' ordinary hours will not exceed those of a full-time employee.
- (iii) Casual employees must be paid for the time actually worked with a minimum engagement of two hours on each occasion.

22. ADDITIONAL SHIFT

- (1) Part-time and casual employees may work an additional shift in any one day provided that:
 - (i) the employee agrees;
 - (ii) a minimum of three hours applies for the original shift and two hours for the additional shift;
 - (iii) there is a three hour break between shifts;
 - (iv) there are no more than two shifts on any one day; and
 - (v) the additional shift is paid at the rate of 110% for part-time employees and 135% for casual employees.
- (2) The Employer and the Union will review the operation of this clause within six months of the commencement of this Agreement.

23. OVERTIME

- (1) All time worked by a permanent employee:
 - outside the spread of ordinary working hours; or
 - in excess of 10 hours per day; or
 - in excess of the rostered working hours (except as provided for by **clause 21(8), clause 21(11)(iii) and (iv) or clause 22**; or
 - in excess of an average of 38 hours per week per 14 day/28 day cycle;

is deemed to be overtime and will be paid for at the rate of time and one half for the first three hours and double time thereafter.

- (2) Casual employees working:
 - outside the spread of ordinary working hours; or
 - in excess of 10 hours per day; or
 - in excess of an average of 38 hours per week per 14 day/28 day cycle;

is deemed to be overtime and shall be paid for at the rate of time and one half for the first three hours and double time thereafter. Time and a half and double time is 150% and 200% respectively of a permanent employee's ordinary time rate.

- (3) No employee can work overtime without the permission of the Employer, and payment for any overtime so worked must be claimed, adjusted and made at the next ensuing date of payment of such employee. Overtime is deemed to be claimed when it is entered on the time-sheet.

24. TIME OFF IN LIEU OF OVERTIME

Notwithstanding the provisions of **clause 22** of this Agreement, there may be an agreement in writing between a permanent employee and the Employer to take time off with pay. Such time off shall be equivalent to the number of ordinary hours worked. Accumulated time must be taken within three months from the time of accrual and at a time mutually agreed between the employee and the Employer or paid out after three months - provided that outstanding accrued overtime is to be paid at

the appropriate overtime rate at the time of termination, for any reason, by either party. Such agreement must be recorded in writing in the time and wages record.

25. MEAL BREAKS

- (1) Employees are to be allowed a minimum 30 minute meal break which must commence prior to the end of the fifth continuous hour of work.
- (2) Where employees do not commence a meal break before the end of the fifth continuous hour of work, then such employees are to be paid an \$10.50 allowance per hour until the meal break is taken.
- (3) A further meal break of at least 30 minutes is to be provided where employees continuously work more than four hours after finishing the previous meal break.
- (4) An employee required to work overtime for two hours or more per occasion must be, at the Employer's discretion, provided with a meal or be paid an \$10.50 allowance.
- (5) Provided that nothing contained in subclauses (1) to (4) is to limit the ability for the Employer and the employee/s in particular section/s of work to agree to vary the timing of any such meal breaks.
- (6) An employee may voluntarily agree to work a shift of up to six hours without a meal break (or allowance). Such agreement is to be recorded in writing. The rest pause is to be taken at least 2 hours prior to the shift ending. The employee can revoke such agreement with 2 weeks notice.

26. REST PAUSES

Any employee who works more than seven hours per day is entitled to two paid 10 minute breaks or one paid 10 minute break if the employee works less than seven hours per day.

28. BROKEN DUTY PERIODS

- (1) The Employer undertakes to actively minimise the working of broken duty periods wherever practicable.
- (2) Where such broken duty periods are necessary a maximum of ten hours is to be worked over two duty periods and must be worked within a spread of 14 hours.
- (3) Wherever practicable such duty periods should be equal in duration unless otherwise agreed between the Employer and employee/s concerned.
- (4) Airport Retail Enterprises Pty Ltd agrees to trial such broken duty periods for a period of 12 months from the date of certification of this Agreement and further undertakes to notify the Union of each occasion such broken duty periods are utilised.
- (5) The Employer and the Union will review the operation of this clause within six months of the commencement of this Agreement.

PART 5: PUBLIC HOLIDAYS, LEAVE ENTITLEMENTS

29. PUBLIC HOLIDAYS

(1) Permanent employees shall be entitled, without loss of pay, to the following public holidays:

- New Years Day
- 26 January (Australia Day)
- Good Friday
- Easter Saturday (except Tasmania)
- Easter Monday
- 25 April (Anzac Day)
- Queen's Birthday (Birthday of Sovereign)
- Labour Day (8 Hour Day)
- 25 December (Christmas Day)
- 26 December (Boxing Day) (Proclamation Day)

and any additional public holiday not listed above, gazetted within the State or Territory.

(2) The following days shall be taken in addition to the days named above, or in lieu of where stated:

- | | | |
|--------|------------------------------|---|
| (i) | Victoria | In addition, Melbourne Cup Day. |
| (ii) | Western Australia | In addition, Foundation Day. |
| (iii) | Northern Territory | Picnic Day and Show Day as regionally observed. |
| (iv) | South Australia | In addition, the third Monday in May (Adelaide Cup), and Picnic Day, Port Pirie. |
| (v) | Tasmania | In lieu of Easter Saturday, Show Day and in addition Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed). |
| (vi) | New South Wales | In addition, Picnic Day shall be on the first Tuesday of November in any year. |
| (vii) | Australian Capital Territory | In addition, Picnic Day with such day to be observed on the first Monday of March in each year and Canberra Day. |
| (viii) | Queensland | In addition, Exhibition (People's) Day or the appropriate regional Show Day. |

(3) Employees who would normally be rostered to work on a public holiday may elect to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when an insufficient number of employees elect to work on a public holiday, a raffle shall be conducted, the result being subject to taking full account of the employee's family requirements.

(4) A permanent employee working an average of five days per week, whose non-working day falls on a holiday, shall be paid by mutual agreement either:

- (i) payment of an additional day's wages;
- (ii) addition of one day to the employee's annual holidays; or

- (iii) another day may be allowed off with pay to the employee at a time agreed by the Employer and employee after the holiday falls, or during the week prior to the holiday.

A part-time employee shall be entitled to the provisions of (i), (ii) and (iii) above where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.

For the purpose of this paragraph for permanent employees, "day" shall mean eight hours for an employee working 19 days in a four week cycle. In respect of part-time employees "day" shall mean the average number of hours rostered per day by the employee prior to the public holiday in the four week cycle.

- (5) An employee who fails to attend for a rostered shift on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday. Where the Employer is satisfied that the employee's absence was caused through illness or other reason, wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.
- (6) All permanent and part-time employees working on a public holiday shall be paid at the rate of 250% with a minimum payment as for three hours work.

All casual employees working on a public holiday shall be paid at the rate of 275% with a minimum payment as for three hours work.

30. ANNUAL LEAVE

- (1) Every employee (other than a casual employee) covered by this Agreement is at the end of each year of their employment be entitled to an annual holiday on full pay of four weeks.

Such annual holiday must be paid for by the Employer in advance (subject to subclause (2) of this clause).

In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, at that excess rate; and in every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Agreement.

If the employment of any employee is terminated at the expiration of a full year of employment, the Employer is deemed to have given the holiday to the employee from the date of the termination of the employment and must forthwith pay to the employee in addition to all other amounts due, such pay calculated in accordance with the subclause (2) hereof, for four weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee is to be paid in addition to all other amounts due to them, an amount equal to one-twelfth of the pay for the period of employment calculated in accordance with subclause (2) hereof.

Reasonable notice (minimum of 14 days) of the commencement of annual holiday is to be given to the employee.

If an employee has more than 8 weeks of accrued leave then ARE may direct the employee to take up to 25 % of the accrued leave with 6 weeks notice.

(2) *Calculation of Annual Holiday Pay*

In respect to annual holiday entitlements to which this subclause (2) applies, annual holiday pay (including any proportionate payments) is to be calculated as follows:

(i) All Employees

Subject to subclause (ii), in no case is the payment by an Employer to an employee be less than the sum of the following amounts:

- (a) the employee's ordinary wage rate as prescribed by the Agreement for the period of the annual holiday;
- (b) a further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in paragraph (a) of this provision.

- (ii) Subclause (i)(b) does not apply to employees who are paid an annual holiday bonus, loading or other annual holiday payment which is no less favourable than the 17.5% loading.

31. PERSONAL LEAVE

Permanent employees are able to access paid and unpaid leave and casual employees unpaid leave as specified below.,

(1) ***Amount of Paid Personal Leave***

- (i) Paid personal leave is available to an employee when he or she is absent due to:
- personal illness or injury (sick leave);
 - for the purposes of caring for an immediate family or household member that is sick and required the employee’s care and support (carer’s leave);
 - for the purposes of caring or supporting an immediate family or household member due to an unexpected emergency; or
 - because of bereavement on the death of an immediate family or household member (bereavement leave).
- (ii) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the Employer and accrues as follows:

<i>Length of Time Worked for the Employer</i>	<i>Personal Leave (Hours)</i>
Less than 1 month	0
1 month to less than 3 months	24
3 months to less than 6 months	32
6 months to less than 12 months	76
Each year thereafter	98.8

- (iii) In any year unused personal leave accrued by the lesser of:
- (a) 76 hours less the number of hours of sick leave taken during the year; or
- (b) the balance of the year’s unused personal leave.
- (iv) Personal leave may accumulate to a maximum of 76 hours.

(2) ***Immediate Family or Household***

- (i) The entitlement to carer’s or bereavement leave is subject to the person in respect of whom the leave is taken being either:
- (a) a member of the employee’s immediate family; or
- (b) a member of the employee’s household.
- (ii) The term “immediate family” includes:
- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(3) ***Sick Leave***

(i) Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

(ii) Entitlement

(a) The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the Employer and accrues as follows:

<i>Length of Time Worked for the Employer</i>	<i>Rate of Accrual of Paid Sick Leave (Hours)</i>
Less than 1 month	0
1 month to less than 3 months	15
3 months to less than 6 months	24
6 months to less than 12 months	38
Each year thereafter	76

(b) After the first six months of service, an employee must be paid for any sick leave to which he or she was not entitled, due to insufficient service, up to a maximum of 76 hours.

(c) Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

(iii) Employee Must Give Notice

(a) Before taking sick leave, an employee must give at least two hours notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(b) The notice must include:

- the nature of the injury or illness (if known); and
- how long the employee expects to be away from work.

(c) If it is not practical for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity.

(iv) Evidence Supporting Claim

The employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

(v) The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

(4) ***Bereavement Leave***

(i) Paid Leave Entitlement

An employee other than a casual is entitled to use up to three days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

(ii) Unpaid Leave Entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to two days unpaid bereavement leave.

(iii) Evidence Supporting Claim

The Employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

(5) ***Carer's Leave***

(i) Paid Leave Entitlement

An employee other than a casual is entitled to use up to 76 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

(ii) Notice Required

(a) Before taking carer's leave, an employee must give at least two hours notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(b) The notice must include:

- the name of the person requiring care and support and his or her relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

(c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity.

(iii) Evidence Supporting Claim

The employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(iv) Unpaid Leave

An employee (including a casual employee) is entitled to a period of up to 2 days unpaid carer's leave for each occasion that a member of the team member's immediate family or household requires care or support due to illness, injury or an unexpected emergency.

An employee may take further unpaid carer's leave by agreement with the Employer.

(6) Compassionate Leave

A permanent employee is entitled to a period of an additional 2 days paid compassionate leave (either continuous or single days) for the purposes of spending time with a team member's immediate family or a member of the team member's household who contracts or sustains a personal injury/illness that poses a serious threat to his or her life.

32. ABSENTEEISM PROCEDURE

- (1) This procedure is designed to curtail absenteeism by employees who are absent from work and who are not genuinely unfit for duty.
- (2) The Site Manager will review each absence of those employees who have been absent from work for more than three days during any three monthly period.
- (3) The Site Manager will as part of the review have the following matters examined:
 - (a) The pattern of leave to check for repetition, eg Mondays, Fridays etc.
 - (b) The past history of absences to see if this pattern is unusual for the employee.
 - (c) Check with the employee's Supervisor regarding knowledge of the employee's personal problems or situation at the time that employee was absent, or whether it was genuine absence for injury or sickness.
 - (d) The results of the above checks will be noted for future information.
- (4) If the results of the review disclose prima facie unsatisfactory attendance and unsatisfactory reasons for absence, then the following actions will be taken.
- (5) The employee will be interviewed by the Site Manager, in the presence of the employee's Supervisor (and Union Organiser, if the employee so requests). If the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter will be sent to the employee advising that the employee's record needs to be improved.
- (6) If no improvement is observed and a further absence without good and sufficient reasons occurs then the employee will again be interviewed, and if the interview results in unsatisfactory reasons again being given, then a second letter will be sent to the employee, indicating that proof of illness or a certificate will be required for any further absence.
- (7) If the above action still results in unsatisfactory attendance at work through further absences without good and sufficient reason then termination of employment may occur.
- (8) These provisions apply to all categories of employees.

33. LONG SERVICE LEAVE

All employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with the provisions contained in the Airport Retail Concessions Award 1990 for such long service leave.

34. PARENTAL LEAVE

The provisions of this clause apply to full-time, part-time and eligible casual employees as per clause 34(11) of this agreement.

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

(1) Definitions

- (i) For the purpose of this clause “child” means a child of the employee under the age of one year except for adoption of a child where “child” means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) Subject to subclause 1(ii) in this clause, “spouse” includes a de facto or former spouse.
- (iii) In relation to subclause (5), “spouse” includes a de facto spouse but does not include a former spouse.

(2) Basic Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (ii) Subject to subclause 3(vi), parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (a) for maternity and paternity leave, an unbroken period of up to 8 weeks at the time of the birth of the child;
 - (b) for adoption leave, an unbroken period of up to 8 weeks at the time of placement of the child.

(3) Maternity Leave

- (i) An employee will provide to the Employer at least ten weeks in advance of the expected date of commencement of parental leave:
 - (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (ii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (iii) Subject to subclause (i) and unless agreed otherwise between the Employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (iv) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (v) Where leave is granted under subclause (iii), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (vi) Special Maternity Leave
 - (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (c) Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

(4) ***Paternity Leave***

An employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) a statutory declaration stating:
 - (a) he will take that period of paternity leave to become the primary care-giver of a child;

- (b) particulars of any period of maternity leave sought or taken by his spouse; and
 - (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (iv) The employee will not be in breach of subclause (iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(5) ***Adoption Leave***

- (i) The employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the Employer with a statutory declaration stating:
 - (a) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

(6) ***Variation of Period of Parental Leave***

Unless agreed otherwise between the Employer and employee, an employee may apply to their Employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

(7) ***Parental Leave and Other Entitlements***

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

(8) ***Transfer to a Safe Job***

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

(ii) If the transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to commence paid leave for such period as is certified necessary by a registered medical practitioner. Such paid leave is in addition to any paid leave entitlement the employee may have

(9) ***Returning to Work After a Period of Parental Leave***

(i) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (8), the employee will be entitled to return to the position they held immediately before such transfer.

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

(10) ***Replacement Employees***

(i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

(ii) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

(11) ***Eligible Casual Employees***

(i) A casual is entitled to parental leave in accordance with the provisions of this agreement provided that:

(a) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the employee proposes to proceed on parental leave; and

(b) have, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

(ii) On return from parental leave, the casual employee shall be engaged as a casual employee in accordance with clause 8 of this Agreement.

35. ADDITIONAL PATERNITY LEAVE FOR MULTIPLE BIRTHS

A male employee is entitled to unpaid paternity leave in addition to that provided for in clause 32 at the time of confinement of his spouse in the case of multiple births, as follows:

- (1) In the case of the birth of two children - one extra week.
- (2) In the case of the birth of three children - two extra weeks.
- (3) In the case of the birth of four children - three extra weeks.
- (4) In the case of the birth of five children - four extra weeks.

36. BONE MARROW DONOR LEAVE

- (1) A permanent employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deductions of pay up to a maximum of:
 - (i) Two hours on not more than two occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
 - (ii) three days on any occasion that a bone marrow donation is given.
- (2) In relation to blood testing as part of the process of becoming a registered bone marrow donor the employee must arrange for the absence from work to be on a day suitable to the employer and the absence must be as close as possible to the beginning or ending of the employee's ordinary working hours.
- (3) In relation to bone marrow donations the employee must provide the employer with as much notice as possible of requested bone marrow donation.
- (4) As far as possible the employee must make arrangement for a bone marrow donation so as to minimise the absence from work.
- (5) Proof of attendance of the employee at either blood test or bone marrow donation and the duration of respectively the blood test or the bone marrow donation must be provided to the employer.

37. DEFENCE FORCES LEAVE

- (1) A permanent employee shall be allowed unpaid leave of up to two weeks maximum per calendar year to attend Defence Force Reserve approved training camps.
- (2) Employees seeking to take Reserve Forces Leave must provide notice to the company at least one month prior to the period of training. The notice should detail the start and finish times for the training.

38. NATURAL DISASTER LEAVE

Where a yellow alert is announced for cyclones or where flooding or bushfires occur, employees will be allowed unpaid leave from work to care for their family and property for the duration of the danger to persons and or property.

PART 6: MISCELLANEOUS PROVISIONS

39. EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION POLICY

It is the policy of Airport Retail Enterprises Pty Ltd to comply with current Anti-Discrimination and Equal Employment Opportunity (EEO) laws and manage its operations with a positive awareness of the spirit and intent of such laws.

All potential and existing employees will be provided with equal opportunities in terms of recruitment, promotion, transfer, training and conditions of service during their employment without regard to race, colour, nationality, ethnic origin, sex, marital status, physical or mental impairment or sexual preference. This means:

- hiring the best person for the job;
- appraising and promoting employees on the basis of skills acquired and utilised past performance and the potential of the employees to manage greater responsibilities;
- maintenance of a workplace free of all forms of harassment, including sexual and racial harassment.

The Employer is committed to the principles of equal employment opportunity. Our philosophy and approach is to actively develop and support a working environment which is free from discriminatory practices and provides all employees with equality of opportunity in employment. In practice we are all responsible for creating and maintaining an equitable working environment.

40. BREAKAGES

The Employer can not charge any sum against nor deduct any sum from the wages of any employee in respect of breakages etc except in cases of wilful misconduct and/or gross negligence/dereliction of duty. Any dispute arising in relation to the application of this clause is to be dealt with pursuant to **clause 12** (Grievance and Dispute Settlement Procedure).

41. DRESS, APPEARANCE AND GROOMING STANDARDS

- (1) Due to the nature of the industry and customer expectations all employees are required whilst on duty on the Employer's premises to dress and maintain appearance and grooming to a standard appropriate to the Employer's business. The Employer may issue, from time to time, the Employer's preferred dress, appearance and grooming standards.
- (2) Where an employee chooses not to adopt the Employer's preferred standards any dispute as to whether the employee's dress, appearance and grooming is appropriate must be dealt with under **clause 12**.
- (3) Where an employee is required to wear a specified uniform then such uniform is to be provided by the Employer and maintained according to the provisions of **clause 41** of this Agreement.

42. PROVISION OF UNIFORM/DEPOSIT

- (1) Where the Employer provides a uniform the uniform remains the property of the Employer and must be returned to the Employer in its original condition (fair wear and tear excluded) on the termination of an employee's employment.

- (2) Where uniforms are issued, the Employer may require, and when required the employee must authorise the Employer to deduct up to \$100.00 from the termination pay of the employee, if and only if, the employee on termination fails to return to the Employer the uniform in its original condition subject only to fair wear and tear.
- (3) In the event that a dispute arises as to the application of subclause (2), the dispute is to be dealt with under **clause 12** and the employee's authority to deduct from pay cannot be relied on by the Employer until the dispute is resolved. Resolution of the dispute may include a determination that a lesser amount is to be deducted from the employee's pay, but cannot include a determination that an amount greater than \$100.00 be deducted from the employee's pay.

45. STAND DOWN

- (1) Employees that cannot be usefully employed because of any strike, breakdown of machinery or any stoppage or work for which the Employer cannot be reasonably held responsible can, at the Employer's discretion, be stood down without pay. During the period of stand down the employment relationship will be deemed to be continuous.

46. DISCIPLINARY PROCEDURE

- (1) Where disciplinary action is necessary, the management representative must notify the employee of the reason. The first warning must be verbal and will be recorded on the employee's personal file. A Union or other representative is to be present if desired by either party.
- (2) If disciplinary action is necessary on a second occasion, the matter will be discussed with the employee and a second warning in writing will be given to him/her and recorded on his/her personal file. A Union or other representative is to be present if desired by either party.
- (3) If disciplinary action is necessary on a third occasion, the employee will be seen again by management. If a final warning is to be given then it must be issued in writing and copies made available. A Union or other representative is to be present if desired by either party.
- (4) In the event of disciplinary action again being necessary, then the employee may be terminated. No dismissals are to take place without the authority of the relevant Manager.
- (5) Provided that nothing contained in this clause can operate to diminish the Employer's ability to immediately suspend on full pay an employee.
- (6) Dismissal of an employee may still occur for acts of "serious and willful misconduct".
- (7) If a dispute should arise over the disciplinary action, the course of action to be followed is that stipulated at **clause 12** of this Agreement.
- (8) Depending on the severity of the issue resulting from disciplinary action taken under (i) to (iii) above, should there be no further disciplinary action required during a minimum six month period, the employer will give consideration to a request from the employee that any adverse reports relating to the warning be removed from the employee's file.

48. UNPAID LEAVE

- (1) An employee may apply to their Employer in writing for a period of unpaid leave, the granting of which is at the Employer's sole discretion.
- (2) Where agreement is reached between the Employer and the employee on the taking of a period of unpaid leave then the details of such arrangement is to be recorded and signed by both parties.
- (3) Provided that where a person has been terminated from a position at a retail facility (due to the loss of a concessional contract) and that person has been subsequently re-engaged by Airport Retail Enterprises Pty Ltd at the same retail facility, then such a person is entitled to apply for a period of unpaid leave to be taken within 12 months of agreement being reached at a time or times mutually agreed to by the parties subject to the employee meeting the following tests:
 - That the employee is not a casual employee.
 - The employee having at least six months continuous service with the previous Employer.
 - The employee having been paid out all annual leave and/or long service leave entitlements accrued with the previous Employer.
 - The employee had not been granted a total of four weeks leave during the previous 12 month period.

49. SUPPORTED WAGE

(1) *Workers Eligible For A Supported Wage*

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement/award. In the context of this clause, the following definitions will apply:

- (i) “Supported Wage System” means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in “[Supported Wage System: Guidelines and Assessment Process]”
- (ii) “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) “Assessment instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the persons to be employed under the Supported Wage System.

(2) *Eligibility Criteria*

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement/award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement/award relating to the rehabilitation of employees who are injured in the course of their current employment).

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

(3) ***Supported Wage Rates***

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

<u><i>Assessed Capacity</i></u> <i>(subclause (d))</i>	<u><i>% of Prescribed Award Rate</i></u>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable must be not less than \$62 per week).

* Where a person's assessed capacity is 10%, they must receive a high degree of assistance and support.

(4) ***Assessment of Capacity***

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

- (i) the Employer and a Union party to the award/agreement, in consultation with the employee or, if desired by any of these;
- (ii) the Employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(5) ***Lodgment of Assessment Instrument***

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, must be lodged by the employer with the Registrar of the Industrial Relations Commission.
- (ii) All assessment instruments must be agreed and signed by the parties to the assessment, provided that where a Union which is party to the award/agreement, is not a party to the assessment, it must be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

(6) ***Review of Assessment***

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

(7) ***Other Terms and Conditions of Employment***

Where an assessment has been made, the applicable percentage is to apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms

and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

(8) ***Workplace Adjustment***

An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(9) ***Trial Period***

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship is to be determined.
- (iii) The minimum amount payable to the employee during that period must be no less than \$62.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under subclause (d).

50. GUIDELINES CONCERNING SECURITY PROCEDURES

(1) ***Preamble***

The following guidelines are designed to deal with the industrial relations difficulty that arises where security measures are taken by the Employer concerning an employee suspected of dishonest practices. They should be honoured in spirit rather than in letter. They should have application in normal situations but it ought to be understood that, if abnormal situations arise making it impossible for them to be adhered to, the Union will accept, in place of the guidelines, such protective measures as are within the spirit of the guidelines but which may not be embraced within their written terms.

The guidelines have no relevance to the questioning of staff in the ordinary course of employment concerning security matters unconnected with any liability by the employee whose assistance is being sought by the security personnel.

(2) ***Basis of Guidelines***

- (a) The Union recognises the Employer has the right to protect their property interests and effects and have the right to establish and maintain proper security precautions towards this end.
- (b) The Union recognises that such security precautions will include, at times, the employment of trained security personnel, charged with the responsibility of carrying out security investigations in a responsible manner.

- (c) The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.
- (d) The Union recognises that their members have an obligation under their employment contracts to carry out their duties of fidelity to the Employer's interests and that members of the Unions will at times act to protect the property, interests and effects of the Employer against theft or dishonesty by any person.
- (e) Within these general principles the Union is concerned to ensure that a proper regard is paid to their members' particular interests and liberties and to this end agree to these guidelines as normally regulating security matters touching the employment of their members.

(3) ***Staff Interviews***

- (a) When the Employer is trying to discover whether, or by whom, an offence or breach of company security has been committed the Employer is entitled to question any employee, whether suspected or not, from whom useful information may be obtained.
- (b) As soon as the Employer has reasonable grounds for suspicion that an employee has committed an offence the Employer will ask such employee whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, he or she shall caution the employee before putting to him or her any questions, or further questions, relating to that offence.

The caution shall be in the following terms:

"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given as evidence."

After the giving of the above caution. The Employer shall then bring to the employee's attention the right under these guidelines to ask for the attendance of a nominated employee who is immediately available to be present as a witness during the course of the interview.

- (c) The Employer may object to the presence of any particular person as a witness at such interview if there is a reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.
- (d) During the course of the any such interview management or security personnel shall conduct themselves in a courteous manner toward the employee being interviewed.
- (e) Where a security investigation involves an employee remaining at the Employer's premises, or elsewhere at the Employer's direction, outside of the employee's ordinary working time, such employee shall be paid overtime in accordance with the Certified Agreement, for all time so spent.
- (f) As a general principle employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change his or her duties. In such a case maximum care is to be exercised by the Employer so as to prevent any odium attaching to the employee as a result of the transfer or change

in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

(4) ***Cash Shortages***

- (a) Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages that may occur unless such employee has sole access to such money.
- (b) This provision shall not affect the Employer's right to take such disciplinary or legal action as the Employer considers necessary.

(5) ***Security Checks of Bags, Parcels and/or Lockers***

- (a) The Employer is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- (b) Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.
- (c) Where a search or check is to take place in the employee's absence, the employee may nominate some other responsible employee to be present during such proposed search or check.

(6) ***Carrying of Moneys***

Employees involved in the responsibility of carrying moneys belonging to the Employer, to or from a bank or other institution shall be accompanied at such times by a responsible fellow employee. The Employer shall not require an employee to have money chained, handcuffed or fastened to an employee's person, unless such fastening is engaged to the employee with a quick-release mechanism.

(7) ***Staff Entrances and Exits***

The Employer may require employees to use staff entrances and exits while entering or leaving the store during such times as the employee is rostered to work. The Employer shall not require an employee to use staff entrances and exits in a store when an employee wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.

Signature: _____

Signature: _____

Name: _____

Name: _____

Position : _____

Position : _____

**of Airport Retail Enterprises Pty Ltd, who is
duly authorised to sign this workplace
agreement on behalf of Airport Retail
Enterprises Pty Ltd.**

**of the Shop, Distributive and Allied Employees
Association, who is duly authorised to sign this
workplace agreement pursuant to the rules of the
Shop, Distributive and Allied Employee's
Association.**

Date: _____

Date: _____

Witness: _____

Witness: _____