



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Enterprise agreement

Target Australia Pty Ltd
(AG2012/12158)

TARGET AUSTRALIA RETAIL AGREEMENT 2012

Retail industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SYDNEY, 12 DECEMBER 2012

Application for approval of the Target Australia Retail Agreement 2012.

[1] An application has been made for the approval of an enterprise agreement known as the *Target Australia Retail Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] Target Australia Pty Ltd (the Applicant) has written to Fair Work Australia (FWA) seeking that FWA amend the Agreement as made. The amendments sought are to clauses 6.5.2(g) and (h) of the Agreement, and clauses 1.7(b) and 1.11(b)(i) of Appendix A. The amendments to clause 6.5.2 are minor changes of wording that seek to clarify the meaning of the relevant sub-clauses and correct grammatical errors, while the amendments to Appendix A are to correct cross-referencing errors. The Applicant has provided an amended copy of the Agreement. Pursuant to s.586 of the Act, the Agreement is amended as sought. The attached document is the amended Agreement.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 that are relevant to this application for approval, as modified by Sch. 7 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, have been met.

[4] The Shop, Distributive and Allied Employees Association, the National Union of Workers and the Australian Workers' Union, Queensland, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 December 2012. The nominal expiry date of the Agreement is 31 July 2016.

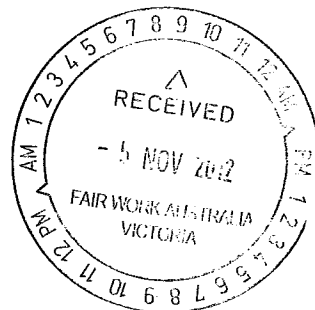


SENIOR DEPUTY PRESIDENT

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 **Target.** 100% happy

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PART 1 - APPLICATION & OPERATION OF AGREEMENT

1.1 Title

This Agreement shall be known as the *Target Australia Retail Agreement 2012*.

1.2 Arrangement

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1.3 Scope & Parties Bound

1.3.1 This Agreement covers and applies to:

- team members, whether members of the Union or not, who are employed within the Company's retail stores, including those trading as Target, Target Country, Target Outlet, and Urban by Target ("Target stores"), as well as offsite reserves (including multi-offsite reserves) which support Target stores throughout Australia.
- Target Australia Pty. Ltd. ("the Company"),
- the Shop, Distributive and Allied Employees' Association ("Union")
- the Australian Workers' Union (Queensland Branch) ("Union") in respect of team members, whether members of the Union or not, who are employed within Target stores in a geographical area within the boundaries set out in sub clause 1.3.2 below.

1.3.2 Commencing at the sea-coast at 24 degrees 30 minutes of south latitude, thence by that parallel of latitude bearing true west to 151 degrees of each longitude, thence by that degree of longitude bearing true south to 25 degrees of south latitude; thence by that parallel of latitude bearing true west to the western border of the State of Queensland; thence by the western border of the state, bearing true north to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to 147 degrees of east longitude; thence by that degree of longitude bearing true north to 22 degrees of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; thence by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

1.3.3 A "team member" means an employee of the Company working within Target stores as well as offsite reserves (including multi-offsite reserves) which support Target stores.

1.3.4 This Agreement shall not apply to:

- (a) team members engaged in a pay ranged position; and
- (b) team members who are promoted to such a position (or its equivalent) during the life of this Agreement.

This Agreement shall operate in complete substitution of any Award or Agreement, whether state or federal, previously covering such team members as are provided for within the classifications contained herein.

1.4 Duration

1.4.1 This Agreement shall operate from the date of approval by Fair Work Australia and shall remain in force until 31 July 2016.

1.4.2 The Agreement may be varied by mutual consent of the parties during its period of operation.

1.4.3 There shall be no extra claims during the life of this Agreement.

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- 1.4.4 The wage increases in this Agreement are in lieu of any general National or State wage increases that may be granted by Fair Work Australia or State Industrial Tribunals during the life of this Agreement.

1.5 Objectives

- 1.5.1 The objective of this Agreement is to ensure that the Company is a highly competitive retailer excelling in employee relations, safety and welfare, quality, productivity, flexibility, communication and commitment so that the Company is the preferred employer in the retail industry.

This shall be achieved by:

- (a) Enhancing productivity and efficiencies within the workplace.
- (b) Continuing to create a flexible work environment which shall enable team members to work to the limits of their skills and capabilities.
- (c) Continuing to communicate and consult with team members encouraging them to participate and become involved in matters that have an impact on their environment and positions within the organisation.
- (d) Constantly seeking improvement in customer service, safety and welfare, quality or efficiency.
- (e) Providing stable and secure employment for all team members with the objective of both minimal turnover and long term employment.
- (f) Developing a culture that focuses on commitment and trust whilst working towards shared goals and objectives.
- (g) Providing a healthy, safe and harmonious working environment.
- (h) Positive Union representation that shall contribute to the interest of team members and the efficiency of the Company.

1.6 Anti-Discrimination

- 1.6.1 It is the intention of the Company and the Union to assist in the achievement of Part 3-1 of the *Fair Work Act, 2009 (Cth)*, by respecting and valuing diversity of the workforce helping to prevent and eliminate discrimination on the basis of: “race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin”.
- 1.6.2 Accordingly in fulfilling their obligations under the Communication and Resolution of Issues in Part 3, the Company and the Union shall make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly or indirectly discriminatory in their effects.
- 1.6.3 Nothing in sub-clause 1.6 is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is not unlawful under Commonwealth or State anti-discrimination legislation;
 - (b) the payment of different wages for team members who have not reached a particular age, unless proscribed by legislation; and

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- (c) a team member, Company or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Australian Human Rights Commission.

1.7 Savings Provisions

Savings Provisions for Existing Team Members employed at Target stores (excluding stores trading as Target Country) and offsite reserves

- 1.7.1 Team members employed at Target stores (excluding stores trading as Target Country) and offsite reserves covered by the savings provisions specified in the *Target Australia Pty Ltd Award 2002*, shall continue to enjoy the protection offered under those savings provisions, if applicable, in addition to the provisions outlined in clauses 1.7.1, 1.7.2 and 1.7.3.
- 1.7.2 **Sunday Work for Existing Team Members employed at Target stores (excluding stores trading as Target Country) and offsite reserves**
 - (a) Where team members engaged prior to 1 August 1994 were protected from working Sundays under their previous awards in NSW and QLD, it shall remain voluntary for those team members to be rostered to work on Sundays.
 - (b) In WA, SA, TAS, ACT, and for the Victorian Bourke Street store, it shall remain voluntary for all team members employed in Target stores prior to 1 August 1994 to be rostered on Sundays.
 - (c) Subject to sub-clause 1.7.2(b), in Victoria, it shall remain voluntary for all team members employed in Target stores prior to 1 November 1994 to be rostered to work on Sundays.
 - (d) For team members working in Target stores where Sunday trading is legalised after 1 August 1997, and to whom the savings provisions in sub-clauses 1.7.2(b) and (c) do not apply, Sunday work shall also be voluntary.
 - (e) Sunday work shall not be voluntary for new team members engaged in a Target store after Sunday trading is legalised.
 - (f) Where a team member protected under sub-clauses 1.7.2(a), (b), (c) and (d) transfers at his/her own request from a store where Sunday trading is not lawful to a Target store where Sunday trading is lawful, the team member shall not have the right to refuse work on Sundays at the new store.
 - (g) Where a team member protected under sub-clauses 1.7.2(a), (b), (c) and (d) transfers at the Company's request to a store where Sunday trading is lawful, the team member shall retain the right to refuse to work on Sundays at the new store.
 - (h) A team member protected under sub-clauses 1.7.2(a), (b), (c) and (d) may elect to work on a Sunday for a limited period under a written agreement, provided that at the end of the period the Sunday work would cease and the team member's right to refuse to work on Sundays would remain unimpaired.

1.7.3 Additional Savings Provisions for Existing Team Members employed at Target stores (excluding stores trading as Target Country) and offsite reserves

- (a) Working between the hours of midnight to 6.00am on weekdays (including midnight Sunday to 6.00am Monday), midnight Friday to 6.00am Saturday, 10.00pm Saturday to 8.00am Sunday and 6.00pm Sunday to 6.00am Monday will be voluntary for all team members engaged prior to 26 April 2001.
- (b) Where a store commences permanent 24 hour trading during the life of the Agreement, team members engaged prior to the commencement of the permanent 24 hour trading, and who were regularly rostered to work overtime between 6.00am – 7.00am and/or 7.00pm – 10.00pm on Sundays, will have the difference between the penalty and the overtime preserved as a flat dollar amount. The preserved amount will be subject to absorption as the rates of pay increase under this Agreement.
- (c) Where permanent 24 hour trading is introduced in a Store during the life of this Agreement, team members engaged prior to the change to 24 hour trading will not be required to work beyond the span of hours 7.00am – 7.00pm Sunday.
- (d) Work between the hours of 5.00am and 6.00am will be voluntary for:
 - (i) full and part-time team members engaged prior to 1 February, 2003; and
 - (ii) casual team members engaged prior to the commencement 1 February, 2003 who work in morning fill teams on a regular basis. In the event that the Company requires the fill work to commence between 5.00am and 6.00am and this is declined by the casual team member, the Company will then make all reasonable efforts to provide the existing number of hours at a time which is mutually agreeable and meets the operational requirements of the business.

1.7.4 Savings Provisions for Existing Team Members employed at Target Country stores

Team members employed at Target Country stores covered by the savings provisions specified in clause 1.7 of the *Target Country Retail Agreement 1999* shall continue to enjoy the protection offered under those savings provisions, if applicable. For the purposes of sub-clause 1.7 of the *Target Country Retail Agreement 1999*, the following definitions shall apply:

- i. “Implementation” shall mean the date upon which an individual store commences trading as Target Country; and
- ii. “Certification” shall mean the date upon which the *Target Country Retail Agreement 2002* was certified by the Australian Industrial Relations Commission and therefore had legal effect.

It is agreed between the parties that these provisions supersede any other savings provisions which were applicable within the respective states/territory prior to certification of the *Target Country Retail Agreement 2002*.

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- 1.7.5 In Victoria, full time team members employed by Fosseys (Australia) Pty Ltd prior to 9 November 1999 who are entitled to receive either a Sunday and Monday or a Saturday and Sunday in each week of their roster as non-working days, shall continue to receive this entitlement. Provided that such a team member may agree to alternative non-working days to a Sunday and Monday or a Saturday and Sunday as part of their roster.
- 1.7.6 Part-time team members engaged at a Target Country store prior to 9 November 1999 who are entitled to a minimum of 12 rostered hours per week (48 hours averaged over 4 weeks) shall have this minimum provision maintained. In the case of a higher minimum than 12 hours per week (48 hours averaged over 4 weeks) a part time team member shall have this minimum provision maintained.

1.7.7 Sunday work for existing team members employed at Target Country stores

The requirement to work on Sunday as a part of an existing Target Country team member's roster of work shall operate under the following arrangements:

- (i) Team members engaged prior to 3 October, 2002 and who were not working Sunday as a part of their regular roster prior to implementation of the *Target Country Retail Agreement 2002* shall not be required to work on Sunday unless they agree to do so.
- (ii) Team members engaged prior to 3 October, 2002 and who were working Sunday as a part of their regular roster prior to implementation of the *Target Country Retail Agreement 2002* may continue to be required to work on Sunday.
- (iii) Where trading on Sunday became legal during the life of the *Target Country Retail Agreement 2008*, team members engaged at the commencement of the *Target Country Retail Agreement 2008* shall not be required to work on Sunday as a part of their regular roster unless they agree to do so.
- (iv) Where trading on Sunday became legal during the life of the *Target Country Retail Agreement 2008*, team members engaged after the commencement of the *Target Country Retail Agreement 2008* shall not be required to work on Sunday as a part of their regular roster unless they agree to do so.
- (v) Where trading on Sunday became legal during the life of the *Target Country Retail Agreement 2008*, team members engaged after the commencement of Sunday trading may be required to work on Sunday as a part of their regular roster.
- (vi) Where a team member protected by sub-clause 1.7.7 transfers at his/her own request to a store where Sunday trading is already lawful and they are advised that they may be required to work on a Sunday, the team member will not have the right to refuse to work on Sundays at the new store. This provision (1.7.7(vi)) shall not have application in Victoria for team members subject to sub-clause 1.7.7 of this Agreement.

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- (vii) Where a team member transfers at the Company's request from a non-Sunday trading store to another store where Sunday trading is already lawful, the team member will retain the right, protected by sub-clause 1.7.7, to refuse to work on Sunday at the new store.
- 1.7.8 Transfer from one store to another by a Target Country team member shall be voluntary.
- 1.7.9 Target Country casual team members may be converted to part time employment under the terms and conditions of this Agreement provided that:
 - (a) The change from casual to part-time is voluntary and recorded in writing.
 - (b) Casual team members converting to part-time shall have continuity of employment for all purposes where they have previously been regularly employed.
- 1.7.10 For the purposes of sub-clause 5.1.7(4) of this Agreement, the following shall apply:

Where a team member, employed at a Target Country store, prior to the commencement of the *Target Country Retail Agreement 2002* received an extra payment by virtue of being designated a "key holder", such team member shall be paid for the duties of key holder their existing allowance or the amount calculated from sub-clause 5.1.7(4) as a Duty Manager, whichever is the greater.
- 1.7.11 Full time team members employed at a Target Country store who had an RDO prior to the commencement of the *Target Country Retail Agreement 2002* in a store shall continue to receive an RDO but may agree to work a maximum of 20 days per 4 week cycle.
- 1.7.12 Team members employed at a Target Country store who, immediately prior to the making of the *Target Country Retail Agreement 2008*, regularly worked overtime outside the span of ordinary hours prescribed in the *Target Country Retail Agreement 2006* ('2006 Agreement'), shall, whilst continuing to work these hours, have the overtime hourly rate of pay applicable under the 2006 Agreement for working these hours ('Saved Rate') preserved, until such time as the applicable hourly rate of pay specified in this Agreement equals or exceeds the Saved Rate.

1.8 Posting of Agreement

An up-to-date copy of this Agreement shall be posted and maintained in a prominent place accessible to all team members.

PART 2 - AGREEMENT FLEXIBILITY

2 Flexibility

- 2.1 Target and team members covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - b) the arrangement meets the genuine needs of the employer and team member in relation to 1 or more of the matters mentioned in paragraph 2.1(a); and
 - c) the arrangement is genuinely agreed to by the employer and team member.
- 2.2 Target must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s.172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under s.194 of the *Fair Work Act 2009*; and
 - c) result in the team member being better off overall than the team member would be if no arrangement was made.
- 2.3 Target must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of Target and the team member; and
 - c) is signed by Target and the team member and, if the team member is under 18 years of age, signed by a parent or guardian of the team member; and
 - d) include details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 2.4 Target must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.5 Target or the team member may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if Target and the team member agree in writing — at any time.

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- 2.6 The Company and the Union are committed to the objectives contained in sub-clause 1.5 of this Agreement. In light of these specific objectives, the Company and the Union will have on-going discussions in relation to the operation of clauses 4.3 Casual Employment and 6.2 Rostering Principles during the period in which this Agreement is in operation.
- 2.6.1 As a result of these discussions, the Company and the Union can agree to trial rosters that support a flexible work environment, which are at variance with those clauses set out in clause 4.3 Casual Employment and clause 6.2 Rostering Principles. The arrangements for the trial will be determined through consultation between the Company and the Union but may be conducted at one or more stores as agreed between the Company and the Union.
- 2.6.2 Any such trials which are at variance with the provisions of this Agreement may be implemented provided that:
- any changes to Casual Employment and Rostering Provisions are voluntary for each team member affected; and
 - a team member may elect to return to the current provisions of the Agreement by providing 2 weeks' notice in writing to the Company.
- 2.6.3 This clause does not apply to changes that can otherwise be made under this Agreement.

PART 3 - COMMUNICATION AND RESOLUTION OF ISSUES

3.1 Resolution of Issues

Defined Terms for the purposes of clause 3 and Appendix B:

- 3.1.1 “Party” means the Company or a team member or team members involved in the dispute and “Parties” means both or all of them;
- 3.1.2 “Dispute” means any matter concerning the application of the terms of the Agreement (not merely whether the Agreement applies at all), the National Employment Standards or matters arising from the Agreement or matters arising at the workplace which pertain to the employment relationship but does not include a matter or claim that:
- (a) would constitute an additional claim pursuant to clause 1.4.3; or
 - (b) relates to matters in respect of which a team member (or former team member) has an immediate right to make a legal claim pursuant to legislation pertaining to termination of employment; or
 - (c) relates solely to a team member’s immediate right to make a legal claim pursuant to legislation pertaining to equal opportunity or unlawful discrimination complaints.
- 3.1.3 “Team Member Representative” means another team member from the same work location or, if relevant, a union representative from a union to which the team member who is Party is eligible to belong.

3.2 Dispute Resolution Procedure

The following procedure for the avoidance or resolution of disputes between the Company and team members covered by this Agreement shall apply.

- 3.2.1 In the first instance, the dispute shall, wherever possible, be discussed by the affected team member and the manager at the work location concerned, with the joint intent of achieving a satisfactory outcome.
- 3.2.2 If the dispute remains unresolved, an appropriate representative of the Company, will assist in resolving the dispute. The team member may appoint a Team Member Representative to represent the team member in relation to the dispute.
- 3.2.3 Should the dispute still remain unresolved, a senior representative of the Company or another suitably authorised representative of the Company must become involved. The team member and/or their Team Member Representative shall meet as required with the Company representative.
- 3.2.4 Until the dispute is resolved, but subject to clause 3.2.7, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No Party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this clause.
- 3.2.5 Clause 3.2.4 is subject to the Company's responsibility to provide a safe and healthy working environment.

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- 3.2.6 If after the steps in clauses 3.2.1 to 3.2.4 have been followed and, subject to clause 3.2.7, the dispute (or part of it) is still unresolved after having followed all of the above steps, a Party may refer the dispute to Fair Work Australia (“FWA”) for resolution through conciliation in the first instance. If the dispute cannot be resolved by conciliation the dispute may then proceed to arbitration by FWA. An arbitrated decision of FWA may be the subject of an appeal by leave of a Full Bench of FWA in accordance with clause 1.6 of Appendix B.
- 3.2.7 A dispute may also be referred to FWA for conciliation and arbitration in accordance with clause 3.2.6 by agreement between the Parties even if the relevant dispute (or part of it) has not progressed through the steps outlined in clauses 3.2.1 to 3.2.4.
- 3.2.8 Appendix B sets out the powers and functions exercisable by FWA in dealing with a dispute by conciliation, arbitration and on appeal. Appendix B also sets out various procedural matters which must be followed by the Parties in relation to a dispute (or a part of it) referred to FWA.

3.3 Conduct of the Parties

In order to facilitate this dispute resolution procedure:

- (a) the Party with the dispute must notify the other Party at the earliest opportunity of the problem;
- (b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- (c) sensible time limits must be allowed for completion of the various stages of discussion, however, the Parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.

3.4 Introduction of Change and Redundancy

3.4.1 Notification

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, as defined in sub-clause 3.4.1 (b), the Company shall notify the team members who may be affected by the proposed changes and the Union.
- (b) “Significant effects” include termination of employment, major change in the composition, operation or size of the Company’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 team members to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to in this sub-clause; an alteration shall be deemed not to have significant effect.

3.4.2 Discussion

- (a) The Company shall discuss with the team members affected and the Union, matters including:
 - (i) the introduction of changes referred to in sub-clause 3.4.1(a);

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- (ii) the effects the changes are likely to have on team members;
 - (iii) measures to avert or mitigate the adverse effects of such changes on team members; and
 - (iv) shall give prompt consideration to matters raised by the team members and the Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub-clause 3.4.1.
- (c) For the purposes of such discussion, the Company shall provide in writing to the team members concerned and the Union, all relevant information about the changes including:
 - (i) the nature of the changes proposed;
 - (ii) the expected effects of the changes on team members; and
 - (iii) any other matters likely to affect team members.

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

**PART 4 - EMPLOYER AND TEAM MEMBERS' DUTIES, EMPLOYMENT
RELATIONSHIPS & RELATED ARRANGEMENTS**

4.1 Full-Time Employment

- 4.1.1 A full-time team member shall be hired by the week to work 152 hours over a 4 week cycle.
- 4.1.2 The minimum daily engagement is 4 hours.
- 4.1.3 A full-time team member who is ready, willing and available to work the number of hours prescribed in sub-clause 4.1.1 as a week's work shall be paid the full weekly wage specified in clause 5.1.

4.2 Part-Time Employment

- 4.2.1 A part-time team member shall be hired by the week to work an agreed contract number of hours between a minimum of 36 hours and a maximum of 144 hours over a 4 week cycle.
- 4.2.2 The minimum daily engagement is 3 hours.
- 4.2.3 A part-time team member shall be paid the rates of pay specified in clause 5.1 on a pro-rata basis.
- 4.2.4 A part time team member's hours may be increased within the span of ordinary hours in clause 6.1 and clause 6.2.9 on a temporary basis during any 4 week cycle, provided:
- (i) the team member agrees; and
 - (ii) the total hours do not exceed the maximum hours prescribed elsewhere in this Agreement.

The additional hours worked shall be paid at ordinary time plus 15%.
Provided that additional hours worked on Saturday after 8.00pm shall be paid at ordinary time plus 40% and on Sunday at ordinary time plus 65%.

Any extra hours paid with a loading on this basis shall not be taken into account when calculating leave entitlements.

- 4.2.5 A part-time team member's contract hours may be reduced by up to a maximum quantum of 20% per anniversary year, provided that;
- (a) 2 weeks' written notice of such reduction is given to the team member concerned or, if the team member disagrees, 4 weeks' written notice is provided in lieu of 2 weeks'; and
 - (b) hours are not reduced below the minimum as prescribed in sub-clauses 4.2.1 and 4.2.6 in this Agreement.

A part-time team member, whose hours have been reduced, in accordance with sub-clause 4.2.5, shall be provided with the opportunity to increase their hours as business needs allow and shall have preference to increase hours ahead of other current part-time, new part-time team members or casual team members.

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- 4.2.6 Sub-clause 4.2.5 shall not apply to those part-time team members employed with the Company in Victoria prior to 1st November 1994. Where hours must be reduced due to trading difficulties these part-time team members shall be offered the option of reduced hours or redundancy..
- 4.2.7 A team member shall be engaged, by mutual agreement, for an additional shift each day in accordance with clause 6.2.18.
- 4.2.8 Notwithstanding sub-clause 4.2.2, a part time team member may be engaged for a shift of a minimum of 2 consecutive hours per day for the purpose of designated training activities as advised to the Union. The rostering of such a shift is limited to a maximum of 6 occasions per calendar year and shall be paid at the ordinary hourly rate of pay. Attendance at such training sessions shall be voluntary.

4.3 Casual Employment

- 4.3.1 A casual team member shall be hired by the hour to work when available and as required by the Company for less than the prescribed number of ordinary hours for a full-time team member except during peak periods whereby a casual team member may work up to 48 hours per week to a maximum of 152 hours per four week cycle. For the purpose of this clause, peak periods shall be:
- (i) November to January
 - (ii) the fortnight of:
 - stocktake
 - Easter
 - (iii) the week(s) of, the week before and the week after the annual toy sale;
 - (iv) store refurbishments and refits, excluding relays unless agreed to by the Union;
 - (v) special circumstances agreed with the Union but which shall not unreasonably be refused by the Union in light of the Company's operational requirements during peak periods.

Minimum Engagement – Casuals in stores trading as Target

- 4.3.2 In stores trading as Target, Urban by Target, Target Outlet, Offsite Reserves and Multi Offsite Reserves, subject to sub-clauses 4.3.3 and 4.3.10, a casual team member shall be engaged for a minimum period of 3 hours on each occasion required.
- 4.3.3 In stores trading as Target, Urban by Target, Target Outlet, Offsite Reserves and Multi Offsite Reserves in Western Australia, South Australia and Tasmania a casual team member may be engaged for a minimum of 2 hours on each occasion required between 4.00pm and 6.30pm Monday to Friday.
- 4.3.4 Provided that when trading hours in Western Australia, South Australia, and Tasmania are extended to 9.00pm Monday to Friday, the minimum engagement shall revert to 3 hours in that State, but where individual stores in the above mentioned States are able to trade to 9.00pm Monday to Friday, a minimum engagement of 3 hours shall apply.

Minimum Engagement – Casuals in stores trading as Target Country

- 4.3.5 In stores trading as Target Country, subject to sub-clauses 4.3.6 and 4.3.10, a casual team member shall be engaged for a minimum period of 3 hours on each occasion required.
- 4.3.6 In stores trading as Target Country, a casual team member may be engaged for a minimum of 2 hours on each occasion required between 3.30p.m. and 6.00p.m, Monday to Friday.

Other miscellaneous matters

- 4.3.7 Except as provided in sub-clause 6.1 (Hours of Work), sub-clause 7.13 (Public Holidays) and sub-clause 6.5 (Overtime), for each hour worked, a casual shall be paid the appropriate hourly rate plus 20% of the ordinary hourly rate.
- 4.3.8 Casual team members shall not be entitled to receive payment for the following:
- Annual Leave (sub-clause 7.2);
 - Personal/carer's Leave (sub-clause 7.3);
 - Pre-Natal Leave (sub-clause 7.4)
 - Compassionate Leave (sub-clause 7.6);
 - Blood donor Leave (sub-clause 7.7);
 - Emergency services Leave (sub-clause 7.8);
 - Defence force Service Leave (sub-clause 7.9);
 - Jury Service (sub-clause 7.10);
 - Natural Disaster Leave (sub-clause 7.11);
 - Leave of Absence (sub-clause 7.12); and
 - Public holidays except where worked (sub-clause 7.13)
- 4.3.9 A team member shall be engaged, by mutual agreement, for an additional shift each day in accordance with clause 6.2.18.
- 4.3.10 For the purposes of designated training activities as advised to the Union, casuals may be engaged for a minimum of 2 consecutive hours per day on a maximum of 6 occasions per calendar year. Attendance at such training sessions shall be voluntary.

4.4 Limited Tenure

- 4.4.1 The Company shall have the right to engage team members on a Limited Tenure basis as either full-time or part-time team members provided that such periods of Limited Tenure shall:
- (a) not be less than two weeks, provided that the minimum engagement may be 1 week where the sole purpose is the replacement of a team member on Annual Leave. A casual team member may be engaged on a full time or part time basis for a minimum of one week's limited tenure for the replacement of a team member on Annual Leave provided that:
- (i) the available hours have in the first instance been offered as flex up in accordance with clause 4.2.4 to all existing available and competent part time team members; and

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- (ii) all existing part time team members who have been offered hours in accordance with (i) have declined the available hours.
 - (b) not be more than 12 months' duration, except where the sole purpose is the replacement of a team member on Parental Leave;
 - (c) be permitted to run consecutively for no more than two consecutive limited tenure contracts, but may be extended by agreement with the team member provided that it shall not exceed the maximum periods provided for in sub-clause (b) of this clause.
- 4.4.2 Prior to commencement of a period of Limited Tenure, the team member shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their Limited Tenure employment.
- 4.4.3 Limited Tenure employment may be terminated by either party in accordance with the provisions of clauses 3.4 Introduction of Change and Redundancy and 4.6 Termination of Employment.
- 4.4.4 Limited Tenure employment shall be voluntary. Existing team members who at the time of making this Agreement, are covered by savings provisions contained in this Agreement shall continue to be entitled to such savings provisions whilst engaged on Limited Tenure.
- 4.4.5 A team member who accepts a change to Limited Tenure shall not be disadvantaged in respect to their terms and conditions of employment.
- 4.4.6 Where a team member varies their employment contract to a Limited Tenure contract, such a team member shall, at the conclusion of the Limited Tenure period, revert to a position of employment which is no less advantageous to the team member than that which existed immediately prior to the Limited Tenure contract, including any voluntary work provisions that applied prior to the Limited Tenure contract.
- 4.4.7 Where Limited Tenure is offered and accepted by persons already in the employ of the Company, those team members are not employees 'engaged under a contract of employment for a specified period of time' as referred to in s.386(2)(a) of the Fair Work Act, but are continuing employees.

4.5 Probationary Period

- 4.5.1 The Company may engage new full-time and new part-time team members on a probationary basis for a period not exceeding 3 months.
- 4.5.2 Probationary employment may be terminated by the Company with 1 week's notice or by the team member with 1 day's notice during the abovementioned period.

4.6 Termination of Employment

- 4.6.1 Subject to sub-clause 4.5.2 and 4.6.2 the Company shall give the following notice period to terminate a team member.

| Period of Continuous Service | Period of Notice |
|--|-------------------------|
| Less than 1 year | 1 week |
| 1 year but less than 3 years | 2 weeks |
| 3 years but less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
| Team members over 45 years with a minimum of 2 years service shall be entitled to one extra week's notice. | |

- 4.6.2 Sub-clause 4.6.1 does not apply to casuals, nor does it restrict the Company's discretion to summarily dismiss a team member for serious misconduct.
- 4.6.3 Payment in lieu of the notice prescribed in sub-clause 4.6.1 shall be made if the appropriate notice period is not given.
- 4.6.4 In the case of termination by a team member, other than a casual, the following minimum notice shall be given by the team member:

| Period of continuous service | Period of Notice |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| 1 year or more | 2 weeks |

- 4.6.5 Subject to the relevant State or Territory Long Service Leave legislation, if a team member fails to give notice in accordance with clause 4.6.4, or to work out the full period of notice, the Company shall have the right to withhold moneys due to the team member under this Agreement to a maximum amount equal to the ordinary time earnings for the period of notice required.
- 4.6.6 At the team member's request, and the Company's discretion, part or all of the period of notice required by clause 4.6.4, may be waived by the Company and the team member paid to the date of termination only.
- 4.6.7 Where the Company has given notice to a team member of intended termination, the team member shall be allowed time off without loss of pay for a cumulative period of up to 8 hours for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the team member after consultation with their manager.

4.7 Redundancy

Discussions before termination

- 4.7.1 Where the Company has made a definite decision that the Company no longer wishes the job the team member 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 Company shall hold discussions with the team members directly affected and with the Union.
- 4.7.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which shall invoke the provision of sub-clause 4.7.1 and shall cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the team members concerned.
- 4.7.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the team members concerned and the Union, all relevant information about the proposed terminations including reasons for the proposed terminations, the number and categories of team members likely to be affected, and the number of team members normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

Transfer to lower paid duties

- 4.7.4 Where a team member is transferred to lower paid duties for reasons set out in sub-clause 4.7.1 the team member shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the Company may at its 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 rates for the number of weeks of notice still owing.

Transmission of business

- 4.7.5 Where a business is before, on or after the date of approval of this Agreement, transmitted from the Company (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the transmittee") and a team member who at the time of such transmission was a team member of the transmitter in that business becomes a team member of the transmittee:
- (i) the continuity of the employment of the team member shall be deemed not to have broken by reasons of such transmission; and
 - (ii) the period of employment which the team member has had with the transmitter or any prior transmittee shall be deemed to be service of the team member with the transmittee.
- 4.7.6 In this sub-clause "business" includes trade, process, business or occupation and includes part 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.

Time off work during notice period

- 4.7.7 During the period of notice of termination given by the Company a team member shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.7.8 If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the Company's request, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. A statutory declaration shall be sufficient for this purpose.

Notice to Centrelink

- 4.7.9 Where a decision has been made to terminate 15 or more team members in the circumstances outlined in sub-clause 4.7.1, the Company shall notify Centrelink as soon as possible giving relevant information including the number of categories of the team members likely to be affected and the period over which the terminations are intended to be carried out.

Severance Pay

- 4.7.10 In addition to the period of notice prescribed for ordinary termination in sub-clause 4.6.1 of this Agreement a team member whose employment is terminated for reasons set out in sub-clause 4.7.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| Period of Continuous Service | Severance Pay - under 45 years of age | Severance Pay - 45 years of age and over |
|-------------------------------------|--|---|
| Less than 1 year | nil | nil |
| 1 year and less than 2 years | 4 weeks | 5 weeks |
| 2 years and less than 3 years | 7 weeks | 8.75 weeks |
| 3 years and less than 4 years | 10 weeks | 12.5 weeks |
| 4 years and less than 5 years | 12 weeks | 15 weeks |
| 5 years and less than 6 years | 14 weeks | 17.5 weeks |
| 6 years and over | 16 weeks | 20 weeks |

- (a) "Weeks' pay" means the ordinary time rate of pay for the team member concerned.
- (b) Provided that the severance payments shall not exceed the amount which the team member would have earned if employment with the Company had proceeded to the team member's normal retirement date.
- (c) For the purpose of sub-clause 4.7.10, continuity of service shall be calculated in the manner prescribed by sub-clause 7.1.2 of this Agreement.

Team member leaving during notice period

- 4.7.11 A team member whose employment is terminated for reasons set out in sub-clause 4.7.1 may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under sub-clause 4.7.10 had he/she remained with the Company until the expiry of such notice.

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- 4.7.12 Provided that in such circumstances the team member shall not be entitled to payment in lieu of notice.

Incapacity to pay

- 4.7.13 In a particular redundancy case, the Company may make application to FWA to have the severance pay prescribed in sub-clause 4.7.10 varied on the basis of the Company's incapacity to pay.

Alternative employment

- 4.7.14 In a particular case, the Company may make application to FWA to have the severance pay prescribed in sub-clause 4.7.10 varied if the Company obtains acceptable alternative employment for a team member.

Team members exempted

- 4.7.15 Sub-clause 4.7 shall not apply where employment is terminated as a consequence of misconduct, in the case of casual team members, apprentices, or team members engaged for a specific period of time or for a specified task or tasks.

Team members with less than 1 year of service

- 4.7.16 Sub-clause 4.7 shall not apply to team members with less than one year's continuous service and the general obligation on the Company should be no more than to give relevant team members an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the team members of suitable alternative employment.

4.8 Statement of Employment

- 4.8.1 The Company shall, upon receipt of a request from a team member, provide to the team member a written statement specifying the period of his or her employment and the classification of or the type of work performed by the team member.

4.9 Equal Employment Opportunity/Workplace Harassment

- 4.9.1 It is the intention of the Company to comply with all relevant legislation to provide equal opportunity for every team member in all spheres of employment, and an environment in which team members may work without distress or interference caused by harassment, including sexual harassment.
- 4.9.2 The Company also undertakes to periodically review a nationally applicable equal opportunity policy (which includes harassment and sexual harassment) and grievance procedures, in conjunction with the Union.
- 4.9.3 It is the intention of the Company to provide all team members access to the policy and appropriate training in the principles and procedures in relation to equal opportunity (including harassment and sexual harassment).
- 4.9.4 The Company and the Union agree that duly authorised officers of each organisation, or their representatives, shall meet on a 6 monthly basis or more frequently if agreed during the life of the Agreement, to discuss, monitor and review equal opportunity (including harassment and sexual harassment) matters or concerns, in relation to team members covered by this Agreement.

4.10 The Company's Security Guidelines

The Company shall honour the terms of the Company's Security Guidelines as set out below.

Team Member Interviews

- 4.10.1 When the Company is trying to discover whether, or by whom, an offence or breach of Company security has been committed he is entitled to question any team member, whether suspected or not, from whom he/she thinks that useful information may be obtained.
- 4.10.2 As soon as the Company has reasonable grounds for suspicion that a team member has committed an offence, the Company shall ask such team member whether they shall agree to be questioned in connection therewith and upon such agreement being forthcoming, the Company shall caution the team member before putting to them 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 in writing and given in evidence”.
- After giving of the above caution, the Company shall then bring the team member's attention the right under these guidelines to ask for the attendance of a nominated team member who is immediately available to be present as a witness during the course of the interview.
- 4.10.3 The Company may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of a team member as a witness at a security interview shall be on the understanding that the witness shall 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.
- 4.10.4 During the course of any such interview, management or security personnel shall conduct themselves in a courteous manner towards the team member being interviewed.
- 4.10.5 Where a security investigation involves a team member remaining at the Company premises, or elsewhere at the Company's direction, outside of the team member's ordinary working time, such team member shall be paid overtime in accordance with the Agreement, for all time so spent.
- 4.10.6 As a general principle team members 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 a team member, or change his duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the team member 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.

Cash Shortage

- 4.10.7 Team members whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such team member has sole access to such money.
- 4.10.8 This provision shall not affect the Company's right to take such disciplinary or legal action as the Company considers necessary.

Security Checks of Bags, Parcels and/or Lockers

- 4.10.9 The Company is entitled to conduct routine security checks of team member bags and/or parcels at points of exit and entry used by team members.
- 4.10.10 Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or alternatively that the team member has given permission for such search to take place in their absence.
- 4.10.11 Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or checks.

Carrying of Moneys

- 4.10.12 Team members involved in the responsibility of carrying moneys belonging to the Company, to or from a bank or other institution, shall be accompanied at such times by a responsible fellow team member.

Team Member Entrances and Exits

- 4.10.13 The Company may require team members to use team member entrances and exits while entering or leaving the store during such time as the team member is rostered to work. The Company shall not require a team member to use staff entrances and exits in a store when a team member wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.

4.11 Dress and Presentation Standards

- 4.11.1 Consistent with the objectives of this Agreement, the image of the Company is an important responsibility borne by all team members. To this end, when at work team members shall be dressed in a neat, tidy and businesslike manner at all times.
- 4.11.2 Where a team member, without due cause, fails to attend for work dressed in line with this clause, he or she may be sent home without pay until such time as the team member returns dressed in line with this clause. The Company shall not be harsh or unreasonable in applying this sub-clause.
- 4.11.3 Where team members agree to wear preferred dress, they shall at all times dress in accordance with the Company's preferred dress policy as advised to team members from time to time.
- 4.11.4 Where a team member chooses not to wear preferred dress, and they are required to wear a uniform, such uniform shall be provided, maintained, and laundered by the Company at its expense.

- 4.11.5 Where there is mutual agreement between the Company and the team member that the team member shall launder such uniform, or where the Company refuses, neglects or fails to launder the uniform, an allowance as prescribed in clause 5.2 shall apply in each stipulated State.

4.12 Standing Down of Team Members

The Company may stand down a team member without pay if the team member cannot be usefully employed because of any strike, breakdown in machinery, or stoppage of work by any cause for which the Company cannot reasonably be held responsible provided that:

- (a) each period for which useful work cannot be performed extends beyond 2 days before the stand down occurs;
- (b) a team member stood down does not lose entitlements to benefits of a public holiday which falls during the stand down period;
- (c) when calculating entitlements for continuity of employment, annual leave, sick leave, carers' leave and long service leave, any such time shall be counted as time worked.

4.13 Abandonment of Employment

A team member who is absent from work for 3 or more consecutive shifts, without the consent of the Company and without notification to the Company, may be deemed by the Company to have abandoned their employment. Subject to reasonable endeavours by the Company to contact the team member and there being no genuine reason for the team member's failure to notify the Company, the Company will be entitled to treat the employment as having been terminated at the team member's own initiative.

PART 5 - WAGES & RELATED MATTERS

5.1 Rates of Pay and Classifications - Retail Employees

Increases are effective from the first full pay period commencing on or after the dates listed below.

5.1.1 Weekly Rates of Pay

VIC, NSW, QLD, ACT, TAS, NT, SA & WA stores legally able to trade 5 late nights to 9.00pm and Saturday afternoon until 5.00pm.

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level 3 | \$784.90 | \$795.70 | \$806.90 | \$818.10 | \$829.70 | \$841.30 | \$852.90 | \$864.60 |
| Level 2 | \$749.10 | \$759.50 | \$770.20 | \$780.90 | \$792.00 | \$803.10 | \$814.20 | \$825.20 |
| Level 1 | \$713.50 | \$723.30 | \$733.50 | \$743.70 | \$754.30 | \$764.80 | \$775.40 | \$785.90 |

SA and WA stores unable to legally trade more than 1 late night to 9.00pm and Saturday afternoon until 5.00pm.

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level 3 | \$774.00 | \$784.70 | \$795.70 | \$806.80 | \$818.30 | \$829.70 | \$841.20 | \$852.60 |
| Level 2 | \$738.80 | \$749.00 | \$759.60 | \$770.10 | \$781.10 | \$792.00 | \$802.90 | \$813.80 |
| Level 1 | \$703.60 | \$713.30 | \$723.40 | \$733.50 | \$743.90 | \$754.30 | \$764.70 | \$775.10 |

WA & SA stores legally able to trade 2-4 late nights to 9.00pm and Saturday afternoon until 5.00pm, and SA stores legally able to trade 4 late nights to 7.00pm, 1 late night until 9.00pm and Saturday afternoon until 5.00pm.

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level 3 | \$779.50 | \$790.20 | \$801.40 | \$812.50 | \$824.00 | \$835.60 | \$847.10 | \$858.60 |
| Level 2 | \$744.00 | \$754.20 | \$764.90 | \$775.50 | \$786.50 | \$797.50 | \$808.50 | \$819.50 |
| Level 1 | \$708.60 | \$718.40 | \$728.50 | \$738.60 | \$749.10 | \$759.60 | \$770.10 | \$780.60 |

5.1.2 Rates of Pay Principles in relation to trading hours

- (1) Rates of pay shall be determined by the legal ability to trade.
- (2) When changes to legal trading ability occur, the rate of pay will change.
- (3) Where the change results in a reduction in the rate of pay, no team member will sustain a reduction in their rate of pay. However subsequent increases in pay as provided under the terms of the Agreement will absorb any additional amount.
- (4) Where a change results in an increase in the rate of pay, team members will receive the increased rate of pay from the commencement of the following pay cycle.

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5.1.3 Juniors

Junior team members, except a team member employed as a Supervisor or Duty Manager subject to sub-paragraph 5.1.7(3) or 5.1.7(4) shall be paid the following percentages of the Agreement weekly rate of pay.

| | |
|-------------------------|--------|
| 20yrs of age | 100.0% |
| 19yrs of age | 80.0% |
| 18yrs of age | 67.5% |
| 17yrs of age | 55.0% |
| 16yrs of age or younger | 50.0% |

5.1.4 Offsite Reserves

Allowances applicable to team members engaged at Offsite or Multi-Offsite Reserves are contained in Appendix C.

5.1.5 Classification Structure

A team member's classification level is based on the skills they are required to exercise to perform the principal functions of their employment as determined by the Company.

Team members may be required to train other team members in the skills of their own classification by means of personal instruction or demonstration.

| Level | Relativity | Major Skills Required | Example Roles |
|-------|------------|--|--|
| 3 | 110% | <ul style="list-style-type: none"> ◆ Supervision of other Team Members ◆ Advanced administrative skills | <ul style="list-style-type: none"> ◆ Register Supervisor ◆ Receiving Supervisor ◆ Duty Manager (Target Country & Urban by Target Stores only) ◆ Administrative Assistant Level B |
| 2 | 105% | <ul style="list-style-type: none"> ◆ Intermediate administrative skills | <ul style="list-style-type: none"> ◆ Administrative Assistant Level A |
| 1 | 100% | <ul style="list-style-type: none"> ◆ Selling Skills ◆ Customer service skills ◆ Presentation skills ◆ Stock replenishment skills ◆ Basic administrative skills incidental to sales, service, stock replenishment and similar work | <ul style="list-style-type: none"> ◆ Customer Service Assistant |

(NB: New adult team members with no relevant retail experience shall be paid an "introductory rate" as specified in sub-clause 5.1.6(3) below).

5.1.6 Classification Payment Principles

- (1) Team members performing duties in a higher level for a minimum of one hour or more continuously will receive payment at the higher rate for actual hours worked whilst performing such duties, except team members providing supervision who will be paid in accordance with subparagraph 5.1.7 (3) of this Agreement.
- (2) If a team member works regular rostered hours in another area of lower classification, they will be paid the lower rate. If the team member is requested to work on an ad hoc basis in a lower classification, they will continue to receive their normal (higher) rate.
- (3) New adult team members with no relevant retail experience shall be paid an “introductory rate” equivalent to 95% of either the Level 1 rate or the Level 2 rate for new Administrative Assistants (Level A) up to a maximum of 3 months.
- (4) Administrative Assistants Level B who are providing supervision to other Administrative Assistants Level B in accordance with subparagraph 5.1.7.(3) of this Agreement shall be paid the Level 3 rate plus 2.5%.
- (5) Weekly rates shall be calculated to the nearest 10 cents with any amount less than 5 cents being disregarded.
- (6) The ordinary hourly rate of pay shall be calculated by dividing the appropriate weekly rate for a team member by 38.

5.1.7 Classification Definitions

(1) Level 1 – Customer Service Assistant (100%)

The principal functions of a team member employed at this level are to:

- provide customer service to customers and colleagues by exercising good interpersonal and communication skills;
- effectively handle and display merchandise and maintain stock levels in stores (including Reserves) and/or effectively handle merchandise and maintain stock levels in Offsite Reserves;
- apply product and services knowledge within defined procedures;
- perform tasks with routine supervision.

(2) Level 2 – Administrative Assistant Level A (105%)

In addition to the functions of a team member employed at Level 1, a team member employed at this level is required to:

- be responsible and accountable for their own work, which is performed within established routines, methods and procedures;
- as determined by the Company, exercise one or more of the skills set out for this classification;
- demonstrate to other team members the skills of their own classification by means of personal instruction or demonstration.

Skill Levels

- Operate a range of equipment which may include a switchboard, paging system, facsimile machine, personal computer, printer
- Enter and retrieve data through computer terminals
- Maintain established paper based filing system
- Maintain basic manual or computer-based records
- Sort and process documents (eg file, match and batch accounts)

(3) Level 3 – Administrative Assistant Level B (110%)

In addition to the functions of a team member employed at Level 2, a team member employed at this level is required to:

- be responsible and accountable for their own work which is performed within established procedures/guidelines and exercise limited discretion within the range of their skill and knowledge;
- as determined by the Company, exercise one or more of the skills set out for this classification;
- train other team members in the skills of their own classification by means of personal instruction or demonstration;
- give assistance and/or guidance (including guidance in relation to quality of work) to team members in Administrative Assistant Level A.

Skill Levels

- Use one or more software package(s) to operate and populate a database, spreadsheet/worksheet, graph, or a previously prepared spreadsheet;
- Follow standard procedures to create, maintain and generate simple reports;
- Use one or more software package(s) to create, format, edit, print and save text documents;
- Maintain financial records and journals, prepare accounts payable for authorisation, respond to simple account queries from debtors and post transactions to ledger;
- Operate and apply a wage and salary system to calculate and maintain associated records;
- Supervise other team members;

(4) Supervisor (All Target Stores and Offsite Reserves) / Duty Manager (Target Country and Urban by Target Stores Only)

A Team Member shall be deemed to be undertaking supervisory or Duty Manager responsibilities and paid the supervisor's rate of pay (110%) when they are:

- nominated to be held accountable for the supervision of other team members;
- the nominated key holder for an Offsite Reserve in the absence of a Manager for one hour or more continuously;
- held accountable for a store for a period of two hours or more continuously; or
- required to open/close a store.

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5.2 Allowances

Allowance rates are effective from the first full pay period commencing on or after the dates listed below:

Laundry Allowance – per sub-clause 4.11.4

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|
| Full-time/ Part-time/ Casual per week | \$6.22 | \$6.31 | \$6.40 | \$6.49 | \$6.58 | \$6.67 | \$6.76 | \$6.85 |

In Victoria the Laundry Allowance is paid on a per garment, per week basis.

Meal Allowance - per sub-clauses 6.5.5 and 6.5.6

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|
| Full-time/ Part-time/ Casual per week | \$12.55 | \$12.72 | \$12.90 | \$13.08 | \$13.27 | \$13.46 | \$13.65 | \$13.84 |

First Aid - per sub-clause 10.3

| | 1/09/12 | 1/02/13 | 1/08/13 | 1/02/14 | 1/08/14 | 1/02/15 | 1/08/15 | 1/02/16 |
|--|---------|---------|---------|---------|---------|---------|---------|---------|
| Full-time/ Part-time/ Casual per day | \$1.94 | \$1.97 | \$2.00 | \$2.03 | \$2.06 | \$2.09 | \$2.12 | \$2.15 |
| To a maximum of over 6 days | \$11.62 | \$11.78 | \$11.95 | \$12.12 | \$12.29 | \$12.46 | \$12.63 | \$12.80 |

Transport Allowance - per sub-clause 8.1

The following allowance will be increased from time to time in accordance with guidelines from the Australian Taxation Office (ATO).

| | Effective |
|------------------------------------|-----------|
| Vehicles over 2601cc, c/per km | \$ 0.75 |
| Vehicles 1601cc – 2600cc, c/per km | \$ 0.74 |
| Vehicles up to 1600cc, c/per km | \$ 0.63 |

Location Allowance

The following district allowances shall be paid in addition to the rates prescribed in clause 5.1 for stores in the Northern Territory:

Adults – north of the 20th parallel of south latitude \$16.60 per week
 Adults – south of the 20th parallel of south latitude \$9.30 per week

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Examples are set out below:

| | |
|-----------------|------------------|
| * Darwin | \$16.60 per week |
| * Alice Springs | \$9.30 per week |

The Western Australian Location allowances are to be maintained as per the General Order in Western Australia as made from time to time.

Examples are set out below

| | |
|--------------|------------------|
| * Karratha | \$33.30 per week |
| * Kalgoorlie | \$8.40 per week |

5.3 Payment of Wages

- 5.3.1 Wages shall be paid weekly or fortnightly in arrears into a bank account or building society account or credit union account nominated by the team member not later than Wednesday of the following pay cycle and not later than 4 days after the end of the pay cycle. Provided that where a public holiday falls on a Monday or a Tuesday prior to pay day wages shall be paid no later than Thursday in that week.
- 5.3.2 In the case of full-time team members the wage paid weekly or fortnightly shall be calculated as an average of the wage for the 4 week roster cycle.
- 5.3.3 Where the pay cycle or the pay day is changed so that team members receive a smaller pay or a later pay at the point of change than they have been accustomed to receive, the Company shall pay the relevant number of days' pay in advance. The advance payment shall be phased out at a rate which the individual team member elects over a maximum period of five months. Provided that a team member may elect to change to the new pay system immediately without an advance payment by the Company.
- 5.3.4 A Team Member's payslip shall show a record of Annual Leave, Long Service Leave and Sick Leave entitlements.

5.4 Superannuation

- 5.4.1 The Company shall be and remain a participating employer of the Retail Employees Superannuation Trust (REST) and shall participate in accordance with the Fund Trust Deed.
- 5.4.2 The Company shall contribute monthly to REST on behalf of each eligible team member 9% of ordinary time earnings or such percentage of ordinary time earnings as required by legislation.

An eligible team member is one who:

- (i) Earns \$450 or more in ordinary time earnings in any month; and
- (ii) In the case of a team member aged below 18 years, works at least 30 hours per week.

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“Ordinary time earnings” shall include the classification rate; any over-award payment; casual loadings; penalty rates; shift loadings and work related allowances that form part of the weekly rate of pay (for example, supervisory allowances).

“Ordinary time earnings” shall not include overtime; payment made to reimburse expenses (for example meal allowance or laundry allowance) or disability allowances.

- 5.4.3 The Company shall provide each team member, upon commencement of employment, with the appropriate membership application form(s) of REST and shall forward the completed form(s) to REST within 14 days of the team member returning completed forms to the Company.
- 5.4.4
- (i) A team member may make personal contributions to REST in addition to those made by the Company.
 - (ii) A team member who wishes to make such additional contributions must authorise the Company in writing to pay into the Fund, from the team member’s wages, a specified amount in accordance with the REST Trust Deed and Rules.
 - (iii) Upon receipt of written authorisation from the team member, the Company shall commence making monthly payments into the Fund on behalf of the team member following receipt of the authorisation.
 - (iv) A team member may vary his or her additional contributions by a written authorisation and the Company shall alter the additional contributions within 14 days of receipt of the authorisation.
 - (v) Additional team member contributions to REST requested under this sub-clause shall be expressed in whole dollars.
 - (vi) The ability to opt in and out of the fund as provided within the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations shall not apply.
- 5.4.5 An existing team member at the commencement of this Agreement who was eligible for superannuation contributions paid under the Coles Myer Occupational Superannuation Award [Print K2517] shall continue to receive such contributions.

5.5 Ability to Salary Sacrifice by Company Authorisation

5.5.1 Objectives of Clause

This clause provides for a team member to request an alternative system for the payment of wages. It is intended that the flexibility provided by this clause will be of benefit to team members without imposing additional costs on the Company.

Team members will be able to participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by the Company. Team members are not obliged to participate in this program.

5.5.2 Flexible Remuneration

A team member may, by mutual agreement with the Company:

- a) participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by the Company; and
- b) request to receive wages payable in accordance with this Agreement, minus the amount diverted into contributions under this program.

5.5.2.1 A team member whose request is accepted by the Company, will receive the benefit and wages prescribed under this clause, in lieu of wages and other amounts payable under this Agreement.

Any request under sub-clause 5.5.2 above will be in the form prescribed by the Company.

5.5.2.2 A team member who takes any paid leave shall receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.

5.5.2.3 Any other Agreement payment, including termination payments, calculated by reference to the team member's wages as provided in this Agreement will be calculated by reference to the total of wages and benefits provided in clause 5, Wages and Related Matters unless this clause specifically provides otherwise.

5.5.2.4 Each team member participating in benefits available under this clause shall receive written confirmation of relevant information including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.

5.6 Supported Wage

5.6.1 Workers eligible for a supported wage

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

- a) 'Supported wage system' means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.
- b) '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.
- c) '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*, (Cth), as amended from time to time, or any successor to that scheme.

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- d) 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

5.6.2 Eligibility criteria

- a) Team members 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 team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- b) The sub-clause 5.6 does not apply to any existing team member who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their current employment.
- c) Sub-clause 5.6 does not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* ("ACT") 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.

5.6.3 Supported wage rates

- (a) Subject to sub-clause 5.6.3 (b), team members to whom sub-clause 5.6 applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule ("Applicable Percentage"):

| <u>Assessed capacity rate [sub-clause 5.6.4]</u> | <u>Percentage of prescribed award</u> |
|--|---------------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

- (b) The minimum amount payable shall not be less than \$76.00 per week.
- (c) Where a team member's assessed capacity is 10%, they shall receive a high degree of assistance and support.

5.6.4 Assessment of capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to a team member pursuant to sub-clause 5.6.3(a) the productive capacity of the team member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- a) The Company and the Union, in consultation with the team member or, if desired by any of these; or
- b) The Company and an accredited Assessor from a panel agreed by the parties to the Agreement and the team member.

5.6.5 Lodgement of assessment instrument

- (a) All assessment instruments under the conditions of sub-clause 5.6, including the Applicable Percentage Agreement wage to be paid to the team member, shall be lodged by the Company with the Registrar of the FWA.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the Union is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

5.6.6 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 shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

5.6.7 Other Terms and Conditions of Employment

Where an assessment has been made, the Applicable Percentage shall apply to the wage rate only. Team members covered by the provisions of the sub-clause 5.4 shall be entitled to the same terms and conditions of employment as all other team members covered by this Agreement paid on a pro rata basis.

5.6.8 Workplace adjustment

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

5.6.9 Trial period

- a) In order for an adequate assessment of the team member's capacity to be made, the Company may employ a person under the provisions of sub-clause 5.6 for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed. ("Trial Period")

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- b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- c) The minimum amount payable to the team member during that Trial Period shall be no less than \$76.00 per week.
- d) Trial Periods should include induction or training as appropriate to the job being trialled.
- e) Where the Company and the team member wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause 5.6.4.

PART 6 - HOURS OF WORK, OVERTIME AND BREAKS

6.1 Hours of Work

6.1.1 Subject to the savings provisions contained within this Agreement, team members may be rostered to work on any day of the week, at any time.

6.1.2 A team member shall be paid the ordinary hourly rate for work rostered between the span of hours listed below:

| Day | Time of Starting | Time of Finishing |
|------------------|-------------------------|--------------------------|
| Monday to Friday | 5.00 a.m | midnight |
| Saturday | 5.00 a.m | 8.00 p.m |

6.1.3 Work rostered outside the span of hours listed in sub-clause 6.1.2, shall be paid the penalties set out in this sub-clause, in addition to the team member's ordinary hourly rate of pay.

| Span of Hours | Penalties - Permanent | Penalties & Loadings - Casuals |
|---|------------------------------|---|
| Monday to Friday 12.01am to 5.00am | 30% | 50% |
| Saturday 8.00pm to 10.00pm | 25% | 45% |
| Saturday 12.01am to 5.00am and 10.00pm to midnight | 50% | 70% |
| Sunday 7.00am to 7.00pm where legal to trade. (This Sunday span of hours shall also apply during refurbishment programs as described in sub-clause 6.1.4) | 50% | 70% |
| Sunday 6.00am to 10.00pm where legal to trade - permanent 24 hour stores only | 50% | 70% |
| Sunday 12.01am to 7.00am and 7.00pm to midnight | 100% | 120% |
| Sunday 12.01am to 6.00am and 10.00pm to midnight – permanent 24 hour stores only | 100% | 120% |
| Sunday 7.00am to 7.00pm where not legal to trade, subject to sub-clause 6.1.4. | 100% | 120% |

6.1.4 In stores where it is not legal to trade on a Sunday, a team member may be rostered as part of their ordinary hours between 7.00am to 7.00pm on a Sunday during store refurbishments, and shall be paid the ordinary hourly rate plus 50% for permanent team members, and the ordinary hourly rate plus 70% for casuals, in the following circumstances:

- a) refurbishment shall mean a major capital expenditure and will not cover relays and other minor work in a store;

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- b) the Company must give one month's written notice to the appropriate Branch of the Union;
- c) this provision shall apply for no more than a set 13 week period for a store;
- d) work will be voluntary for all team members; and
- e) this provision can only apply to one refurbishment program per store during the life of this Agreement.

Where a team member is entitled to overtime or flex up rates in accordance with clauses 6.5 and 4.2.4 respectively, they shall be paid those higher rates.

6.2 Rostering Principles

Hours per shift – All team members

- 6.2.1 A team member may be rostered to work up to a maximum of 9 hours on any day provided that:
- (a) A team member may be rostered up to a maximum of 10.5 hours on a maximum of 2 days in a week, and
 - (b) in any 2 week period a team member shall not work more than 3 shifts of up to of 10.5 hours per day.
 - (c) the above daily maximums shall be exclusive of meal breaks.

Break between shifts – All team members

- 6.2.2 A minimum break of 10 hours shall apply between a team member's finishing time on one shift (including overtime) and commencing time on the next shift.

Days per 28 day roster cycle – Full time and part time team members

- 6.2.3 No full time team member shall be rostered to work more than 20 days in any 28 day roster cycle, provided that all existing full time team members, who were working 19 days per 28 day roster cycle as at 27 May 2009, shall retain this roster cycle unless they have subsequently requested to work 20 days per 28 day roster cycle and the Company has agreed.
- 6.2.4 Part-time team members shall not be rostered to work more than 20 days in any 28 day cycle.

Consecutive days off – All team members

- 6.2.5 Subject to sub-clause 6.2.7, a team member shall be given 2 consecutive days off per week or 3 consecutive days off per fortnight except as otherwise requested by the team member and agreed in writing between the team member and the Company. The team member may withdraw their agreement by providing the Company with 28 days' written notice.

- 6.2.6 Subject to sub-clause 6.2.7, a team member may be rostered to work a maximum of 3 Sundays in any 4 week cycle and if rostered in this way shall be entitled to a minimum break of 3 consecutive days within the cycle, which shall include a Saturday and Sunday. However, by agreement a team member may work up to 4 consecutive Sundays in any 4 week cycle.
- 6.2.7 Provided that sub-clauses 6.2.5, and 6.2.6 shall not apply to a casual team member who chooses to work 6 days in a week in accordance with sub-clause 6.2.11.

Maximum rostered hours – All team members

- 6.2.8 A full-time team member shall not be rostered to work more than 48 hours ordinary time in any 6 consecutive days.
- 6.2.9 A part-time team member shall not be rostered to work in excess of 40 hours ordinary time in any one week of a 4 week cycle. Provided that a part-time team member can be flexed up to 48 hours per week once in any fortnight subject to the provisions of sub-clause 4.2.4.
- 6.2.10 Full-time or part-time team members shall be rostered to work up to a maximum of 5 days in each week, provided that rostered hours may be worked on 6 days in one week if in the following week rostered hours are worked on not more than 4 days.
- 6.2.11 A casual team member shall not work on more than 5 days in any week without the payment of overtime, unless a team member is willing to work 6 days.
- 6.2.12 Team members shall not be rostered to work more than 6 consecutive days except where the team member requests such a roster.
- 6.2.13 No team member shall be engaged on more than one shift per day subject to clause 4.2.7 and clause 4.3.9.

Rosters – Full time and part time team members

- 6.2.14 Excluding casuals, rosters shall be set on a regular weekly basis and may be changed by 7 days' written notice or at shorter notice by mutual consent. Should a team member disagree with any roster change they shall be provided with a minimum 14 days' written notice in lieu of 7 days. As far as practicable rosters shall be set by mutual agreement.
- 6.2.15 Subject to sub-clause 6.2.14 a team member shall be provided with a roster for their contracted hours, which shall not be subject to frequent variations from one cycle to another.
- 6.2.16 When establishing or changing a roster, the Company shall as far as practicable, take into consideration the family responsibilities of the team member and whether the team member can arrange safe transport home.
- 6.2.17 A team member's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the team member shall be entitled to such penalty, loading or benefit as if the roster had not been changed.

Additional shifts – Part time and casual team members

6.2.18 Additional Shifts

- (a) Part-time and casual team members may be engaged, by mutual agreement, for an additional shift each day provided that:
 - (i) One shift must be a minimum of 3 hours and the additional shift must be a minimum of 2 hours;
 - (ii) The break between shifts must not be less than 2 hours;
 - (iii) The additional shift for part-time team members will attract the flex up loading of 15%;
 - (iv) Casual team members shall be paid in accordance with the applicable casual rate;
 - (v) The total hours do not exceed the maximum hours prescribed elsewhere in this Agreement; and
 - (vi) The arrangement shall be on a voluntary basis.

6.3 Unpaid Meal Break

- 6.3.1 No team member shall work for more than five hours continuously without an unpaid meal break.
- 6.3.2 Meal breaks shall be between 45 to 60 minutes duration. Meal breaks may be reduced to 30 minutes with the agreement of the team member.
- 6.3.3 Unless mutually agreed no meal break shall be given or taken within one hour of the team member's commencing or ceasing time.
- 6.3.4 Notwithstanding the meal break entitlement provided for in sub-clauses 6.3.1 and 6.3.2, the following provision may apply on a voluntary basis to a team member working a shift of no more than 6 hours;
 - (a) A team member may request, and with the consent of the Company, to work up to 6 ordinary hours and forego the meal break until the shift is concluded. Such agreement is to be recorded in writing.
 - (b) A team member may revoke their request to work up to 6 hours without a meal break. To accommodate roster changes, unless by prior agreement, the team member must provide a minimum of two weeks' notice to revoke this request. Where the request is revoked, clauses 6.3.1 and 6.3.2 shall apply.
 - (c) In cases where such an arrangement is entered in to, the team member shall take their rest period at least 2 hours prior to concluding work.

This provision will not be used by the Company to disadvantage team members who wish to work up to 6 hours with a meal break.

6.4 Paid Tea Breaks

6.4.1 One paid tea break for 10 minutes shall be provided when a team member works:

- 4 hours in Victoria, Tasmania, Queensland and Northern Territory
- More than 4 hours elsewhere

An additional paid tea break of 10 minutes shall be provided when a team member works:

- 7 hours or more in Victoria, Tasmania, Queensland and Northern Territory
- More than 8 hours elsewhere

6.4.2 The taking of a tea break shall be at a time mutually agreed upon by the parties. If the work period includes a meal break, the tea break is to be granted in that portion of the work period which is greater. Unless mutually agreed no tea break falling within a work period of 3 hours or more shall be given or taken within one hour of the team member's commencing or ceasing time or within one hour before or after any meal break.

6.4.3 All tea breaks shall be deemed as time worked.

6.5 Overtime

6.5.1 Subject to sub-clause 1.7 (Savings Provisions), the Company may require a team member to work reasonable overtime at appropriate overtime rates other than on a Public Holiday.

6.5.2 A team member shall be entitled to the payment of overtime when:

- (a) they are required to work before or after their rostered shift, (except for a part-time team member who has been offered and has accepted additional hours of work in accordance with sub-clause 4.2.4);
- (b) a full-time team member works in excess of 48 hours in any week or in excess of 152 hours in any 4 week cycle;
- (c) a part-time team member works in excess of 40 hours in any week or in excess of 144 hours in any 4 week cycle;
- (d) a casual team member works in excess of 38 hours in any week except during peak periods, whereby a casual team member may work up to 48 hours per week averaged over a four week cycle in accordance with 4.3.1;
- (e) a team member works in excess of 5 days in any week (or 6 days in accordance with sub-clauses 6.2.10 or 6.2.11);
- (f) a team member is required to work a non rostered shift (except for either the circumstances provided for in sub-clause 6.2.14 or for a part-time team member who has been offered and has accepted additional hours of work in accordance with sub-clause 4.2.4);
- (g) a full-time team member in stores, other than those trading as Target Country, works in excess of 19 days in any 4 week cycle except in circumstances where a team member is rostered to work 20 days in any 28 day roster cycle in accordance with sub-clause 6.2.3;

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- (h) a full time team member in stores trading as Target Country works in excess of 20 days in any 4 week cycle. Full time team members in Target Country stores employed prior to the commencement of the *Target Country Retail Agreement 2008*, in a store who had an RDO at that time, shall be entitled to overtime for work in excess of 19 days in any 4 week cycle;
- (i) a part-time team member works in excess of 20 days in any 4 week cycle;
- (j) should a team member recommence work without a 10 hour break, as per clause 6.2.2, they shall be paid at overtime rates until a minimum 10 hour break is provided;
- (k) a team member works outside the span of hours as provided in sub-clause 6.1.2 of this Agreement; and
- (l) a team member works in excess of 9 hours (excluding meal breaks) on any shift, provided that a team member may work up to 10.5 hours in accordance with sub-clause 6.2.1 without the payment of overtime.

6.5.3 Overtime shall be paid at the following rates:

(a) Monday to Saturday:

full-time and part-time team members – first 2 hours 150% and 200% thereafter;
casual team members – first 2 hours at 170% and 220% thereafter.

Sunday:

full-time and part-time team members – 200%.
casual team members – 220%.

(b) Public Holiday:

full-time and part-time team members – 250%, casual team members – 250%

(c) Each day shall stand alone (i.e. overtime shall be treated on a daily basis and shall be non-cumulative).

6.5.4 By agreement with the Company, a team member may elect to take time off in lieu of payment of overtime provided:

- (a) any such agreement is in writing;
- (b) the time off shall be calculated at the overtime equivalent, as prescribed in sub-clause 6.5.3;
- (c) the team member shall be entitled to a fresh choice of payment or time off on each occasion overtime is worked; and
- (d) time off must be taken within 28 days of the working of the overtime or shall be paid out provided that where there is mutual agreement in writing the time off may be taken at some other later time.

6.5.5 A team member required to work more than one hour of overtime after their rostered time of ending work, where less than 24 hours' notice of such overtime has been given, shall be paid a meal allowance as prescribed clause 5.2

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- 6.5.6 Where a team member is rostered to work an additional day as overtime and it continues for more than 5 hours, the team member shall be entitled to a meal allowance as prescribed in clause 5.2, except if they have received 24 hours' notice or have been notified prior to completion of their previous shift of the requirement to work such overtime.
- 6.5.7 Reasonable Overtime
- (a) Subject to clause 6.5.7 (b), the Company may require a team member to work reasonable overtime in accordance with the provisions of this clause.
 - (b) A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:
 - (i) any risk to team member health and safety;
 - (ii) the team member's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the team member of his or her intention to refuse it; and
 - (v) any other relevant matter.

PART 7 - LEAVE AND PUBLIC HOLIDAYS

7.1 Leave Entitlement

- 7.1.1 Subject to sub-clauses 7.11 (Natural Disaster Leave) and 7.13 (Public Holidays), Part 7 does not apply to casual team members.
- 7.1.2 Continuous service shall for the purpose of leave accruals include all service with the Company from the date of engagement, but shall not include in any anniversary year of accrual:
- (a) unauthorised absences of more than one week; and
 - (b) authorised unpaid absences of more than one week (including unpaid absences due to sickness).

7.2 Annual Leave

Period of Leave

- 7.2.1 A period of 152 hours (4 x 38 hour weeks) paid leave shall be allowed annually to full-time team members.

Part-time team members shall be entitled to annual leave on a pro-rata basis. Where the number of hours worked vary throughout the course of the year, entitlements to annual leave shall be calculated upon the average number of rostered hours worked during the year of accrual excluding additional hours worked pursuant to sub-clause 4.2.4.

- 7.2.2 A team member's entitlement to paid annual leave accrues progressively during a year according to the team member's ordinary hours of work and accumulates from year to year.

Time of Taking Leave

- 7.2.3 The taking of Annual Leave shall be by mutual agreement, within a period not exceeding 12 months from the date it becomes due. A period of 4 weeks notice shall apply for the taking of Annual Leave that has become due or accrued.
- 7.2.4 When a team member applies to take Annual Leave, the team member shall receive a response within a reasonable period as to whether the Company approves it.
- 7.2.5 Under no circumstances shall a team member forfeit their annual leave entitlement.
- 7.2.6 Annual Leave may be taken in single or combined days up to a maximum of ten (10) days per year at the request of a team member.
- 7.2.7 Except as provided in sub-clause 7.2.6 Annual Leave may be taken in two or three separate periods, of not less than 5 days. In the absence of agreement one of these periods shall be a minimum of three weeks.
- 7.2.8 If the team member and the Company agree, Annual Leave may be taken wholly or partly in advance before the team member has become entitled to the Annual Leave.

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- 7.2.9 Where practicable, a full-time team member shall be given preference to take their non working day in conjunction with Annual Leave or to move their non working day so that it adjoins a period of Annual Leave.

Payment for Period of Leave

- 7.2.10 A team member going on Annual Leave shall be paid in addition to their ordinary time earnings for the period of leave a loading of 17.5% prior to the commencement of such leave.
- 7.2.11 Prior to the commencement of Annual Leave, a team member shall be paid all wages in respect of the period of Annual Leave.
- Provided that at the written request of the team member, a team member may be paid for such leave by receiving the payment progressively using the normal weekly or fortnightly pay cycle.
- 7.2.12 Except as specified in 7.2.17, payment shall not be made in lieu of Annual Leave.

Annual Leave Exclusive of Public Holidays

- 7.2.13 Where any Public Holiday, for which the team member is entitled payment under this Agreement occurs during any period of Annual Leave taken by a team member under this clause, the period of the leave shall be increased by one day in respect of that public holiday.

Payment of Annual Leave on Termination

- 7.2.14 Any accrued or pro-rata Annual Leave entitlement shall be paid upon termination of employment. The 17½% loading referred to in sub-clause 7.2.10 shall apply to fully accrued leave on termination but does not apply to proportionate leave payable upon termination.
- 7.2.15 Where the employment of a team member is terminated before the team member has completed a full year of service, the sum paid to the team member shall be 1/12 of the ordinary pay for that period of employment.

Personal/carer's Leave whilst on Annual Leave

- 7.2.16 A team member who is ill or injured during Annual Leave shall have Annual Leave re-credited for the period of illness/injury upon the team member producing a certificate from a registered medical practitioner confirming the period and nature of the illness.

The period of illness shall be taken as Personal/carer's Leave, as provided in sub-clause 7.3, and paid as ordinary time.

The Company is entitled to deduct the value of annual leave loading paid for any period of leave which is re-credited, in accordance with this clause, from the team member's weekly or fortnightly earnings.

Cashing Out of Annual Leave

- 7.2.17 Where a full time team member has an accrued annual leave entitlement in excess of 152 hours (or a pro rata amount for a part time team member), the Company may, at the request of the team member, pay to the team member an amount equal to the team member's ordinary time earnings (plus annual leave loading of 17.5%), up to a maximum of 152 hours per annum for a full time team member (or a pro rata amount for a part time team member), for his or her annual leave entitlement in excess of 152 hours (or a pro rata amount for a part time team member), and reduce the team member's annual leave entitlement accordingly.

Payment in lieu of taking annual leave in accordance with this sub-clause will only be made if the team member makes the request in writing and the Company authorises the request. A separate request must be made on each occasion.

7.3 Personal/Carer's Leave

- 7.3.1 A team member, other than a casual, is entitled to personal/carers leave in circumstances where the team member cannot attend work as rostered due to:
- a) a personal illness, or injury, of the team member; or
 - b) the need to provide care or support to a member of the team member's immediate family, or a member of the team member's household who:-
 - i. requires care or support due to a personal illness, or injury, of the member; or
 - ii. requires care or support due to an unexpected emergency affecting the member.
- 7.3.2 Each full time team member, other than a casual, shall be entitled to accrue 76 hours of paid personal/carers leave for each continuous year of service. Personal/carers leave will accrue progressively for the first year of service. At the commencement of the team member's second year of service, and for each year of continuous service thereafter, 76 hours of personal/carers leave shall be credited to the team member.
- 7.3.3 Part-time team members shall accrue personal/carers leave in accordance with subclause 7.3.2 on a pro-rata basis.
- 7.3.4 If the full period of personal/carers leave as prescribed in this clause is not taken in any year, such amount that is not taken shall be cumulative from year to year, provided that the team member remains in the service of the Company.
- 7.3.5 Paid personal/carers leave is to be limited to the maximum personal/carers leave entitlement accrued at the time of taking such leave.

Payment for Personal/Carer's Leave

- 7.3.6 Payment whilst on paid personal/carers leave will be at the team member's ordinary time earnings for the hours normally rostered to work, excluding any penalties. Where a public holiday falls during a team member's personal/carers leave, the team member is deemed not to be on personal/carers leave on that public holiday.

Notification and Documentation Requirements

- 7.3.7 The Company and the Union are committed to ensuring that personal/carer's leave is only utilised in cases of genuine need. The misuse of personal/carer's leave will lead to counselling for the team member.
- 7.3.8 A team member may take up to 2 days' personal/carer's leave in any one year without a medical certificate or a statutory declaration. Upon prior written notice by the Company, subsequent claims for personal/carer's leave, for the purpose of sick leave, may need to be supported by a medical certificate from a registered health practitioner or statutory declaration.
- If it is not reasonably practicable for the team member to give the Company a medical certificate from a registered health practitioner, such claims may need to be supported by a statutory declaration or such other evidence that would satisfy a reasonable person as required by the Company.
- 7.3.9 Entitlement to all personal/carer's leave claimed will be dependent on notification to the Store Manager as soon as reasonably practicable, indicating the nature of illness or injury and the possible recommencement time.
- 7.3.10 Upon reporting back to work after personal/carer's leave, the team member will report to their Line Manager.

Paid Carer's Leave

- 7.3.11 Entitlement to personal/carer's leave for the purpose of providing care or support to a member of the team member's household or immediate family is on the basis that the team member is the most suitable person, in the circumstances, to provide such care or support. For events that can be planned ahead, a team member shall, where possible, request roster changes or utilise available annual leave or accrued days.

Payment whilst on paid personal/carer's leave will be at the team member's ordinary time earnings for the hours normally rostered to work excluding any penalties.

A permanent employee shall, upon approval, be entitled to a maximum of 3 rostered shifts of paid personal/carer's leave in each anniversary year of their employment for the purpose of attending to unforeseen personal issues.

Immediate Family Member

- 7.3.12 For the purposes of this clause, immediate family member is defined as:
- (a) spouse (including former, de facto and a former de facto spouse), child, parent, grandparent, grandchild or sibling of the team member; and
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse of the team member.

Additional paid carer's leave

- 7.3.13 Where a full time team member has taken 76 hours paid personal/carer's leave (pro rata amount for part time team members) for the purposes outlined in 7.3.1(b) in each anniversary year, an additional 7.6 hours' paid Carer's Leave (pro rata amount for part

time team members) may be accessed for the purposes outlined in 7.3.1(b). This leave is not deducted from the team member's accrued personal/carer's leave and is not available for the purposes outlined in 7.3.1(a). This leave for each anniversary year will stand alone and not be cumulative.

Unpaid Carer's Leave

- 7.3.14 A team member (including a casual team member) 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 require care and support due to that person being ill, injured or affected by an unexpected emergency.
- 7.3.15 A permanent team member is only entitled to unpaid Carer's Leave once their annual limit of paid personal/carer's leave in accordance with sub-clauses 7.3.2 and 7.3.13 has been used.
- 7.3.16 Only 1 day of unpaid Carer's Leave is available in conjunction with leave accessed under sub-clause 7.3.13.

Notification and Documentation Requirements

- 7.3.17 The team member will provide the Company with notice as soon as is reasonably practicable of their intention to take Carer's leave, a satisfactory explanation of the reason for the leave and the estimated duration of their absence.
- 7.3.18 Reasonable proof of absence may be required by the Company to grant payment for Carer's leave.

Requests for Flexible Working Arrangements for Carers

- 7.3.19 A team member, other than a casual, who has carer's responsibilities under sub-clause 7.3.1(b), may request the Company for a change to their working arrangements for the purpose of fulfilling their carer's responsibilities.
- 7.3.20 The Company will genuinely consider a request by a team member under sub-clause 7.3.19 and will not unreasonably refuse to accommodate the team member's carer responsibilities, provided that the Company may refuse the request on reasonable business grounds.

7.4 Pre-Natal Leave

Pregnant Team Members

- 7.4.1 a) A full time or part time team member who is pregnant may access personal/carer's leave for the purpose of attending medical appointments (ie specialist or general practitioner) associated with the pregnancy.
- b) Where a team member has exhausted their entitlement to personal/carer's leave, an additional period of up to three shifts of non-cumulative paid pre-natal leave per pregnancy may be accessed for the purposes of attending medical appointments associated with the pregnancy.

Team Members Whose Partner is Pregnant

7.4.2 A full time or part time team member may access paid personal/carer's leave of up to 24 hours (pro-rata for part time team members) for the purpose of attending medical appointments with their pregnant partner associated with the pregnancy.

7.4.3 Notification and Attendance

- (a) Proof of such attendance may be required to be produced upon request by the Company.
- (b) Where possible, team members should attempt to organise appointments during non working hours, or if during working hours, as close as possible to the beginning or ending of their shift.
- (c) The team member is to provide reasonable notice to the Company of the requirements to take this leave; and
- (d) Personal/carer's leave for the purpose of attending medical appointments associated with pregnancy will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

7.5 Parental Leave

The Parental Leave provisions, which apply to full-time and part-time team members, and eligible casual team members, are contained in Appendix A of this Agreement.

7.6 Compassionate Leave

Entitlement Due to Death

7.6.1 A full time or part time team member will be entitled to:

- (a) Upon the death of their mother, father, stepmother, stepfather, guardian, spouse (including a separated or de facto spouse) or child (including step or foster children), paid compassionate leave to a maximum of five (5) shifts including the day of the funeral.
- (b) Upon the death of a parent-in-law, grandparent, grandparent-in-law, grandchild (including step-grandchild), brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, paid compassionate leave to a maximum of three (3) shifts including the day of the funeral.
- (c) Upon the death of a former spouse, former defacto spouse or a member of the team member's household, paid compassionate leave to a maximum of two (2) shifts.
- (d) Upon the death of other close relatives, including the death of an aunt or uncle, paid compassionate leave to a maximum of one (1) shift to attend the funeral may be approved by the Company.

7.6.2 Leave under subclause 7.6.1 may be taken as a single continuous period of leave or as separate shifts of leave.

- 7.6.3 Where the death of a relative detailed in sub-clause 7.6.1 (a) and (b) occurs outside of Australia and the team member does not attend the funeral, they shall be entitled to payment for two shifts unless they can demonstrate to the Company that additional time, up to a maximum of the number of shifts detailed in clause 7.6.1. is justified.
- 7.6.4 Where the death of a relative detailed in sub-clause 7.6.1. occurs interstate or outside of Australia and the team member attends the funeral, the team member shall be entitled to receive an additional unpaid period of Compassionate Leave, which shall not exceed two shifts.

Entitlement Due to Serious Illness/Injury

- 7.6.5 A full time or part time team member is entitled to a period of 2 shifts Compassionate Leave (either as a continuous period or as single shifts of leave) for the purposes of spending time with a member of the team member's immediate family (as defined in 7.3.12) or a member of the team member's household who contracts or sustains a personal illness/injury that poses a serious threat to his or her life.
- 7.6.6 Team members may access this entitlement for each occasion of serious illness/injury.
- 7.6.7 Compassionate leave taken pursuant to clause 7.6.5 can be taken at any time while the illness of injury persists.

Payment whilst on Compassionate Leave

- 7.6.8 Payment whilst on Compassionate Leave will be at the team member's ordinary time earnings for the hours normally rostered to work excluding any penalties. Proof of the illness or injury shall be required to be produced, when requested by the Company.
- 7.6.9 There shall be no entitlement to leave under this clause where a team member is absent from work on another form of approved leave.

7.7 Blood Donor Leave

- 7.7.1 A team member other than a casual, shall be entitled up to a maximum of two hours' paid leave on any one occasion for the purpose of donating blood. A maximum of four separate absences per calendar year shall be allowed.
- 7.7.2 Absences shall be arranged by mutual agreement between the team member and the Company.
- 7.7.3 Proof of such attendance shall be required to be produced, upon request by the Company.
- 7.7.4 Team members should attempt to organise the donation of blood during non-working hours.

7.8 Emergency Services Leave

- 7.8.1 A team member other than a casual, involved in recognised voluntary services including SES and fire fighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.
- 7.8.2 It shall be the responsibility of the team member to keep the Company informed about the time off needed to attend to emergency duties.
- 7.8.3 To receive payment, a team member shall provide the Company proof of attendance at the emergency situation.
- 7.8.4 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of 3 days per situation.
- 7.8.5 Paid time off for attendance at emergencies that are not local shall be limited to a maximum of two days per annum, but may be increased depending on the nature of the emergency (e.g. major bush fire), subject to Company approval.

7.9 Defence Force Service Leave

- 7.9.1 A team member, other than a casual, shall be allowed leave of up to a maximum of 2 weeks per calendar year and, in addition, up to two weekends per calendar year, to attend Defence Forces Reserve approved training camps.
- 7.9.2 During such leave, team members who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.
- 7.9.3 To receive payment, a team member shall provide the Company proof of attendance and proof of Defence Forces Reserve rates of pay and total payment received for the time spent in training.
- 7.9.4 Team members seeking to take Defence Force Services 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 dates for training.

7.10 Jury Service

- 7.10.1 A team member other than a casual, shall notify the Company as soon as possible of the date/s upon which they are required to attend for Jury Service. Further, the team member shall give the Company proof of attendance, which includes the duration of such attendance and the amount of money received in respect of any Jury Service.
- 7.10.2 A team member required to attend for Jury Service during their rostered hours of work shall not suffer any loss of income in respect of the ordinary hours they would have worked had they not been on Jury Service.
- 7.10.3 While on Jury Service a team member shall not be required to attend work until the completion of Jury Service.

7.10.4 A team member on a roster including weekend work shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.

7.10.5 A team member's Annual Leave entitlement, as provided in sub-clause 7.2.1, shall be re-credited for any period that they are required to attend for Jury Service during Annual Leave, subject to the provision of appropriate proof in accordance with sub-clause 7.10.1.

7.11 Natural Disaster Leave

7.11.1 Where a yellow alert is announced for cyclones, or there is flooding or bush fires which pose a genuine threat to a team member's property and this creates a need for a team member to care for their children, or prevents a team member from attending work due to being geographically cut off with no viable alternative route to work, team members shall be allowed to be absent from work. In such circumstances a full time team member will be able to access up to 3 days' paid leave per year (or a pro rata amount for a part time team member) non cumulative, paid at the ordinary time earnings rate.

7.12 Leave of Absence

7.12.1 Subject to the Company approval, a team member, other than a casual, with more than 1 year of continuous service, may take a period of authorised unpaid Leave of Absence of one week's duration or more, and such absence shall not break the continuity of employment for the team member concerned provided that;

- (a) the maximum period of absence on any one occasion does not exceed 12 months;
- (b) all outstanding paid leave entitlements the team member is eligible to apply for, are taken prior to the period of absence;
- (c) a Leave of Absence application is made by the team member at least 6 months prior to the proposed commencement date of the first day of leave of absence as the case may be; and
- (d) a team member may only take one authorised period of unpaid Leave of Absence every 2 years.

7.12.2 Any or all of the provisions in sub-clause 7.12.1 may be waived by agreement between the Company and the team member.

7.12.3 All entitlements to Annual Leave, Sick Leave and Long Service Leave shall be frozen from the date of commencement of such unpaid Leave of Absence, to the date of returning from such leave.

7.12.4 This clause may be used by a team member to attend to their study commitments. Where this clause is used for this purpose, clauses 7.12.1(a) and (d) do not apply and under clause 7.12.1(c) in lieu of six months notice the team member will be required to provide at least four weeks' notice.

Clause 7.12.1(b) also does not apply except where a team member has an Annual Leave entitlement of more than four weeks. Where the team member has an Annual Leave entitlement of more than four weeks, the team member will use any annual leave greater than four weeks before using taking a leave of absence.

7.13 Public Holidays

7.13.1 Permanent team members shall be entitled, without loss of pay to public holidays as observed in each State or Territory as follows:

- ❖ New Years Day
- ❖ Australia Day
- ❖ Good Friday
- ❖ Easter Monday
- ❖ Anzac Day
- ❖ Queens Birthday (Birthday of the Sovereign)
- ❖ Labour Day (8 hour day)
- ❖ Christmas Day
- ❖ Boxing Day (Proclamation Day)

7.13.2 Team members in all States and Territories (except Tasmania) shall be entitled to a public holiday on Easter Saturday regardless of whether it is declared or prescribed to be a public holiday.

7.13.3 Permanent team members shall be entitled without loss of pay to an additional public holiday or part day in a state or territory or locality within a state or territory when such public holiday or part day is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality.

Provided that additional days proclaimed as local public holidays will be treated as additional paid days off or pay in lieu, but work performed on these days will not attract holiday penalty rates. This shall include: Newcastle, and the Northern Territory Show days, Port Pirie day, and the ACT Family and Community day, which is usually observed on the first Tuesday in November in each year.

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

- ❖ Victoria – in addition, Melbourne Cup Day. Provided that where a local day is proclaimed or gazetted in a locality outside the metropolitan area and Melbourne Cup Day is not proclaimed or gazetted in the locality, then the local day shall be taken as a public holiday in lieu of Melbourne Cup Day.
- ❖ Western Australia – in addition, Foundation Day
- ❖ Northern Territory – in addition, the first Monday in August
- ❖ South Australia – in addition, Adelaide Cup (as proclaimed)
- ❖ 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).

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- ❖ New South Wales – in addition, the first Tuesday of November in any year, or on any other day agreed to by the Union. Such day shall be treated as an additional day off or pay in lieu. However work on this day will not attract holiday penalty rates.
- ❖ Australian Capital Territory – in addition, Canberra Day.
- ❖ Queensland – in addition Exhibition Day or the appropriate regional show day.

Substitute days

- 7.13.5 If a public holiday or part public holiday is substituted to another day or part day by a law of a State or Territory, the substituted day or part day is a public holiday and the original day or part day is not a public holiday.
- 7.13.6 Where in a State, Territory or locality, public holidays or part days are declared or prescribed on days or part days other than those set out in Clauses 7.13.1 and 7.13.4 above and in this sub-clause, those days shall constitute additional holidays for the purpose of this Agreement.
- 7.13.7 Additional locality days shall be taken in accordance with clause 7.13.3 provided that by agreement between the Company and the Union, a public holiday may be celebrated on an agreed date in a State or Territory.

Where a store does not open for trade on a public holiday

- 7.13.8 Where a store does not open for trade on a public holiday, and a team member would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary time earnings (including penalties as appropriate) for the hours normally rostered to work.

Where a store opens for trade on a public holiday

- 7.13.9 Where a store opens for trade on a public holiday, team members who would normally be rostered to work may request to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when a team member chooses not to work they shall be paid in accordance with 7.13.8 above.
- 7.13.10 **Additional Christmas holiday loading**

In the case of Christmas Day where substitution occurs by operation of the law of a State or Territory, work on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the team member will also be entitled to the benefits of the substituted public holiday.

Non Working Days

- 7.13.11 A full-time team member, whose non working day falls on a holiday, shall be paid by mutual Agreement either:
- a) payment of an additional day's wages,
 - b) addition of one day to the team member's annual holiday, or
 - c) another day may be allowed off with pay to the team member within twenty eight days after the holiday falls, or during the week prior to the holiday.
- 7.13.12 For the purpose of sub-clause 7.13.11 (a) (b), and (c), "day" shall mean 8 hours for full-time employees working 19 days in a 4 week cycle, or 7.6 hours for a team member working 20 days in a 4 week cycle.
- 7.13.13 A part-time team member shall be entitled to the provisions of 7.13.11(a), (b) and (c) above where the team member works an alternating roster and the public holiday falls on a day on which the team member works in any week of their roster cycle.
- 7.13.14 A part-time team member who works 20 starts per 4 week cycle whose non-working day falls on a holiday, shall be entitled to the provisions of 7.13.11(a), (b) or (c) above. In respect of part-time team members "day" shall mean the average number of hours rostered per day by the team member prior to the public holiday in the 4 week cycle.
- 7.13.15 Where an additional day is proclaimed or gazetted for the public holidays specified in sub-clauses 7.13.1 to 7.13.3, the non-working day provisions above shall not apply to the additional public holiday.
- 7.13.16 **Absences from work**
- A team member 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 unless the Company is satisfied that the team member's absence was caused through illness or other reason.
- 7.13.17 A team member cannot be required, but may volunteer to work on a Public Holiday as provided for in sub-clause 7.13.1. In considering whether or not to volunteer to work on a public holiday, team members are asked to have regard for our customer expectations and business operational requirements.
- 7.13.18 Easter Sunday, Christmas Eve and New Years Eve (if not a public holiday)
- Work on Easter Sunday, and after 7.00pm on Christmas Eve or New Years Eve (if not a public holiday) is voluntary, subject to the following:
- (a) volunteers shall be sought at least 7 days prior to Easter Sunday or prior to Christmas Eve and New Years Eve in cases where permanently rostered team members do not seek to work in that day or time;
 - (b) permanently rostered team members not wanting to work at these times shall be rostered to work on another day or time in the 4 week cycle as part of their ordinary hours and paid ordinary rates of pay;

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- (c) team members need to advise the Company at least 4 weeks prior to Easter Sunday and Christmas Eve and New Years Eve that they do not want to work that day or time;
- (d) the Company shall initiate a process to determine if any permanently rostered team members do not seek to work their rostered hours on Easter Sunday and after 7.00pm on Christmas or New Years Eve;
- (e) permanent team members rostered on Easter Sunday in a store which is not permitted to open on Easter Sunday shall be give the day off with pay at the ordinary time earnings rate.

7.13.19 Rates of Pay

- (a) Subject to sub-clauses 7.13.4 (NSW, first Tuesday in November), 7.13.3 and 7.13.11, all full-time and part-time team members working on a Public Holiday shall be paid at the rate of 250% with a minimum payment as for 3 hours work.
- (b) Subject to sub-clauses 7.13.4 (NSW, first Tuesday in November), 7.13.3 and 7.13.11, all casual team members working on a Public Holiday shall be paid at the rate of 250% with a minimum payment as for 3 hours work.

7.14 Long Service Leave

- 7.14.1 Team members employed under the Agreement shall be entitled to Long Service Leave in accordance with the relevant State or Territory legislation.
- 7.14.2 In addition, team members eligible for Long Service Leave are entitled, subject to the agreement of the Company, to apply for Long Service Leave on the basis of double leave at half pay. Provided that the team member shall not accrue any more leave than they would have had they taken Long Service Leave on normal pay. Such requests shall not be unreasonably refused.
- 7.14.3 Team members are able to apply for leave without pay to be taken in conjunction with Long Service Leave in order to extend a period of leave, subject to the provisions of clause 7.12.

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| <p>PART 8 - TRANSFERS, TRAVELLING & WORKING AWAY FROM USUAL PLACE OF WORK</p> |
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8.1 Transport Allowance

- 8.1.1 Where a team member is temporarily transferred from one store to another, they shall be entitled to the following;
- (a) any additional fare costs for using public transport.
 - (b) any additional cost for private mileage, as prescribed in clause 5.2.

Where a team member agrees to use their private vehicle on the Company's business, the allowance referred to in sub-clause 8.1.1(b) above, and prescribed in clause 5.2 shall apply.

- 8.1.2 A team member shall also be entitled to payment of additional travelling time at the ordinary time earnings rate except on Sundays and Public Holidays when payment shall be at time and a half provided such payments shall cease when the team member has been permanently transferred to the store.

8.2 Safe Transport Home

- 8.2.1 Where a team member works additional hours beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of the previous shift, and they are unable to obtain their regular form of transport home, the Company shall arrange at its own cost, an alternative safe form of transport for the team member.

8.3 Escorts to cars

- 8.3.1 Team members completing their shift at a late time (after dark) may:
- (a) be encouraged to leave the store in the company of other team members to give an element of security through numbers.
 - (b) request an escort to their car after finishing work, regardless of (a)
- 8.3.2 A request from the team member as in (b) above, shall not be unreasonably refused by the Company.

PART 9 - TRAINING & RELATED MATTERS

9.1 Retail Traineeships

- 9.1.1 The Company shall comply with the terms of Schedule D – National Training Wage in the *General Retail Industry Award 2010*, with the exception of rates of pay. Retail Trainees shall be paid according to the relevant team member rate of pay (including junior rates) as specified in Part 5 of this Agreement.

The provision in the *National Training Wage Award 2000* 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.

9.2 Attendance at Trade Nights

- 9.2.1 Team members may from time to time be offered opportunities to attend trade nights run by suppliers, as a means of further enhancing their product knowledge. Attendance at trade nights however is voluntary and any decision to attend shall be at the discretion of the team member.
- 9.2.2 Due to the voluntary nature of attendance at trade nights, no payment shall apply.

PART 10 - WORKPLACE HEALTH AND SAFETY, EQUIPMENT, TOOLS AND AMENITIES

10.1 Workplace Health & Safety

10.1.1 Objective

The Company, its team members and the Union are committed to achieving and maintaining healthy and safe working conditions in all of the Company's workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, team members, their elected Workplace Health and Safety Representatives and the Union.

This approach shall have the following objectives;

- a) to control workplace hazards at their source;
- b) to reduce the incidence and costs of occupational injury and disease; and
- c) to provide an occupational rehabilitation system for team members affected by occupational injury or illness.

10.1.2 Consultation

To ensure the effective elimination, minimisation and management of risks to health and, safety in the workplace, the following consultative mechanisms shall need to be maintained:

- a) the election of Health and Safety Representatives in accordance with relevant legislative requirements;
- b) a Workplace Health & Safety committee in accordance with relevant legislative requirements, with equal representation of management and team members;
- c) consultative procedures for the resolution of workplace health and safety issues; and
- d) a six monthly meeting shall be held by the National Secretary of the Union, and the General Manager Human Resources of the Company, or their authorised representatives, to discuss national or state wide issues in the workplace which affect health and safety.

10.1.3 Workplace Health and Safety Training

The Company and the Union are committed to enabling all team members to receive appropriate Workplace Health and Safety training. Workplace Health and Safety representatives shall be given paid leave to attend appropriate Workplace Health and Safety training courses as stipulated in state legislation, and/or as approved by the Company and the Union.

Where an issue arises regarding attendance at training programs, this shall be resolved by taking the matter through the Dispute Resolution Procedure in sub-clause 3.2.

The Company shall provide induction and on the job training to all team members on the Company's Health and Safety Policy, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards and injuries in the workplace.

10.1.4 Occupational Rehabilitation

The Company shall maintain a process for the occupational rehabilitation of team members affected by occupational injury and illness which aims to return these team members to their pre-injury status within the community, their families and employment.

Occupational Rehabilitation incorporates medical treatment and a multi-disciplinary range of skills necessary in the management of an injury or illness. This process shall include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or Rehabilitation Coordinator as agreed with the team members.

The process shall be managed in a consultative framework including the injured team member, treating doctor, the Company, the rehabilitation provider, where appropriate, and as requested by the team member, the Union.

10.1.5 Change To Equipment Or Work Practices

- (a) Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect team member health and safety, the Company shall consult with:
 - (i) the team members concerned;
 - (ii) the health and safety representatives of the team members concerned; and
 - (iii) any health and safety committee established in the workplace, to identify and resolve potential health and safety problems. Change shall not occur until identified risks are controlled.
- (b) Where the issue is beyond store control and/or affects stores on a state wide or national basis, these matters shall be managed at a national or state level, rather than store specific, in the form of a pilot or trial. The Union shall also be notified. National implementation of changes shall not occur until identified risks are controlled.
- (c) As far as practicable consideration shall be given to the health and safety implications of store design and purchasing of equipment.

10.1.6 Renovations

- (a) As soon as practicable after a decision is made to renovate a store, the Company shall notify:
 - (i) the workplace Health and Safety Committee;
 - (ii) the Health and Safety Representative;
 - (iii) the team members affected; and
 - (iv) the appropriate branch of the Union
- (b) The Company shall take appropriate action to minimise or where possible eliminate any risks to team member health and safety during renovations. Team members shall co-operate with the Company's directions during renovations to minimise risks within the workplace.

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- (c) Where an issue or disagreement arises regarding the renovations, such issue of disagreement shall be resolved by taking the matter through the Dispute Resolution Procedure in sub-clause 3.2.

10.1.7 Application of State Laws

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

- (a) the obligations and duties of the Company, its team members or the Union, under any applicable law relating to workplace health and safety, or
- (b) 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
- (c) the operation and application of such laws.

10.1.8 Risk Identification, Assessment and Control

- (a) The Company must take all practicable steps to ensure all hazards likely to cause injury are identified and assessed. The Company shall do this through store hazard inspections, accident investigations, state based and national collection and analysis of accident statistics.
- (b) All team members must take all practicable steps to identify and report hazards to Management.
- (c) The hazards identified shall be assessed and controlled in the following manner by the Store Manager ensuring that risks are assessed and control measures developed and implemented in consultation with:
 - (i) the team members concerned;
 - (ii) any health and safety representatives for the team members concerned; and
 - (iii) any health and safety committee established in the workplace.
- (d) Where the issue is beyond store control and/or affects stores on a statewide or national basis, the risk assessment process shall be coordinated by the Company's State or National Office with input sought from team members and where appropriate the Union, to formulate and implement agreed control measures.

10.2 Accident Pay

- 10.2.1 This sub-clause shall only apply to the state of Victoria.
- 10.2.2 If following an injury a team member receives compensation under the applicable State legislation, then that compensation payment shall be increased by the Company to the amount of the usual weekly rate for the average rostered hours worked by the team member at the time of the accident. This payment made by the Company shall be limited to a maximum of 39 weeks.
- 10.2.3 The provisions of this clause shall not apply in respect of any injury during the first 7 consecutive days (including non-working days) of incapacity.

10.3 First Aid

- 10.3.1 The Company shall provide and continuously maintain adequate first aid kits for use of team members in all workplaces.
- 10.3.2 Where the Company appoints a qualified team member to perform first aid duties, they shall be entitled to an additional allowance as prescribed in Part 5 of the Agreement.
- 10.3.3 A team member who by agreement with the Company undertakes first aid training to become a nominated first aid attendant, shall have the cost of their training paid by the Company. Wherever possible, such training shall be done during a team member's rostered hours.

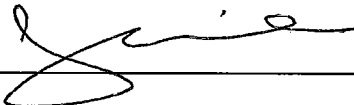
10.4 Protective Clothing

- 10.4.1 Suitable protective clothing and/or accessories shall be provided to team members who are required to perform duties which may lead to excessive soiling or damage to clothing or instances where the provision of such clothing and/or accessories is necessary for the Company to meet its obligations to provide a safe work environment for team members. Such protective clothing shall remain the property of the Company.
- 10.4.2 Items of protective clothing detailed in this clause shall be laundered by the Company at its expense.

PART 11 - SIGNATORIES TO THE AGREEMENT

Target Australia Retail Agreement 2012.

TARGET AUSTRALIA PTY LTD

Signature: 

Name: Justin Miles

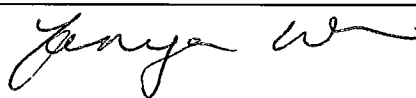
Address: 12 – 14 Thompson Road

North Geelong VIC 3215

Authority to sign the agreement: General Manager Human Resources, Target Australia

Date: 31/10/2012

Witness (signature and name): Tanya Wilson



SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION

Signature: 


Name: IAN BLANDTHORN

Address: 6/53 QUEEN ST

MELBOURNE, VIC

Authority to sign the agreement: NATIONAL ASSISTANT SECRETARY

Date: 1/11/12

Witness (signature and name): Matthew Galbraith 

APPENDIX A

PARENTAL LEAVE

1. Definitions

- (a) Maternity Leave means Parental Leave taken by a female team member who is pregnant or the parent of a child.
- (b) Paternity Leave means Parental Leave taken by a male team member who is the parent of a child.
- (c) Adoption Leave means Parental Leave taken by a male or female team member on the adoption of a child.
- (d) Child means a child of the team member up until school age, except for adoption of a child where 'child' means a person under the age of sixteen years as at the date of placement, or the expected date of placement, who is placed with the team member for the purposes of adoption, other than a child or step-child of the team member or of the spouse of the team member or a child who has previously lived continuously with the team member for a period of 6 months or more as at the date of placement, or the expected date of placement.
- (e) In relation to Maternity or Paternity Leave, spouse includes a de facto or former spouse.
- (f) In relation to Adoption Leave, spouse includes a de facto spouse but does not include a former spouse.
- (g) Male team member means an employed male who is caring for a child born of his spouse or a child placed with the team member for adoption purposes.
- (h) Female team member means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (i) Former position means the position held by a female or male team member immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, in the case of a team member transferred to a safe job in accordance with sub-clause 1.2(f), the position she held immediately before such transfer. If such position no longer exists and there are other positions available for which the team member is qualified and the duties of which he or she is capable of performing, former position shall mean a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (j) Continuous service means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;

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- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the Company or by the Agreement.

1.1 Basic entitlement

- (a) Except as provided in paragraph (b) hereof, after 12 months' continuous service, parents are entitled to a total of 104 weeks unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child.
- (b) Provided that, if a team member has 6 months' but less than 12 months' continuous service, the team member will be entitled to a combined total of 26 weeks unpaid Parental Leave in accordance with the provisions of this clause. Additional unpaid leave may be considered by the Company upon application by the team member in accordance with Clause 7.12, Leave of Absence.
- (c) Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take an unbroken period of up to 8 weeks at the time of the birth or placement of the child.
- (d) Except as provided by paragraph (e) hereof, a team member may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 104 weeks.
- (e) Provided that, if a team member has 6 months' but less than 12 months' continuous service, a team member may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued, subject to the total amount of leave not exceeding 26 weeks.

1.2 Maternity Leave

- (a) A team member must provide notice to the Company in advance of the expected date of commencement of Parental Leave. The notice requirements are:
 - (i) at least 10 weeks prior, unless it is not practicable to do so - advise the Company of the expected date of birth (included in a certificate from a registered medical practitioner stating that the team member is pregnant); and
 - (ii) at least 4 weeks prior, unless it is not practicable to do so – advise the Company of the date on which the team member proposes to commence Parental Leave and the period of leave to be taken.

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- (b) When the team member gives notice under paragraph (a) hereof the team member must also provide a statutory declaration stating particulars of any period of Paternity Leave sought by her spouse and that for the period of Maternity Leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) A team member will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the child occurring earlier than the expected date.
- (d) Where a team member continues to work within the 6 week period immediately prior to the expected date of birth, or where the team member elects to return to work within 6 weeks after the birth of the child, the Company may require the team member to provide a medical certificate stating that she is fit to work her normal duties.

If in the opinion of the medical practitioner, the team member is fit to work, the medical certificate may contain a statement of whether it is inadvisable for the team member to continue in her present position for a stated period because of:

- (i) illness, or risks arising out of the pregnancy; or
- (ii) hazards connected with the position.

Where such a certificate is issued, the Company may require the team member to start a continuous period of Maternity Leave as soon as reasonably practicable, if the team member:

- (i) does not give the Company the requested certificate within 7 days of the request; or
- (ii) within 7 days after of request for the certificate, gives the Company a medical certificate stating that the team member is unfit for work.

(e) **Special Maternity Leave**

- (i) Where the pregnancy of a team member not then on Maternity Leave terminates after 28 weeks other than by the birth of a living child, the team member may take unpaid Special Maternity Leave and Sick Leave of such periods as a registered medical practitioner certifies is necessary.
- (ii) Where a team member is suffering from an illness not related to the direct consequences of the confinement, a team member may take any paid Sick Leave to which she is entitled in lieu of, or in addition to, Special Maternity Leave.

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- (iii) Where a team member not then on Maternity Leave suffers 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 104 weeks.

(f) **Transfer to a safe job**

- (i) Where a team member is pregnant and, in the opinion of a registered medical practitioner, the team member is fit for work but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the team member make it inadvisable for the team member to continue in her present position, the team member will, if the Company deems it reasonably practicable, be transferred to a safe job with no other change to the team member's terms and conditions of employment.

If the transfer to a safe job is not practicable, the Company may require the team member to take paid leave for such period as is certified necessary by a registered medical practitioner in accordance with the following:

- (a) the entitlement to leave is in addition to any other leave entitlement the team member has; and
- (b) the period of leave ends at the earliest of whichever the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the team member's pregnancy results in the birth of a living child-the end of the day before the date of birth;
 - (iii) if the team member's pregnancy end otherwise than with the birth of a living child, the end of the day before the end of the pregnancy.

1.3 Paternity Leave

- (a) A team member will provide to the Company at least 10 weeks notice, unless it is not practicable to do so, prior to each proposed period of Paternity Leave:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, 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

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- (iii) a statutory declaration stating:
 - (1) he will take that period of Paternity Leave to become the primary care-giver of a child; and
 - (2) particulars of any period of Maternity Leave sought or taken by his spouse; and
 - (3) that for the period of Paternity Leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The team member will not be in breach of this clause 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.

1.4 Adoption Leave

- (a) The team member will notify the Company at least 10 weeks in advance, unless it is not practicable to do so, of the date of commencement of Adoption Leave and the period of leave to be taken. A team member may commence Adoption Leave prior to providing such notice where, through circumstances beyond the control of the team member, the adoption of a child takes place earlier.
- (b) Before commencing Adoption Leave, a team member will provide the Company with a statutory declaration stating:
 - (i) the team member is seeking Adoption Leave to become the primary care-giver of the child; and
 - (ii) particulars of any period of Adoption Leave sought or taken by the team member's spouse; and
 - (iii) that for the period of Adoption Leave the team member will not engage in any conduct inconsistent with their contract of employment.
- (c) The Company may require a team member to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with a team member does not proceed or continue, the team member will notify the Company immediately and the Company will nominate a time not exceeding 4 weeks from receipt of notification for the team member's return to work.
- (e) A team member 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.

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- (f) A team member 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 team member and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the team member is entitled to take up to 2 days unpaid leave. Where paid leave is available to the team member, the Company may require the team member to take such leave instead.

1.5 Return to work after cancellation of Parental Leave

Where a team member has commenced Parental Leave and loses their child during the period of leave, a team member may return to work at any time, as agreed between the Company and the team member provided that the time does not exceed 4 weeks from the recommencement date desired by the team member.

1.6 Variation of period of Parental Leave

- (a) Where a team member has originally applied for less than 104 weeks leave, the team member may extend their leave up to an aggregate of 104 weeks by providing the Company 4 weeks notice.
- (b) A team member may shorten their period of leave by agreement with the Company, by giving not less than 4 weeks notice.

1.7 Returning to work after a period of Parental Leave

- (a) A team member will notify of their intention to return to work after a period of Parental Leave at least 4 weeks prior to the expiration of the leave.
- (b) A team member is able to return on fewer hours than their contracted hours prior to going on Parental Leave, for a period up until the child reaches school age (or when the child of the adoption placement reaches school age), as provided for in 1.11 of this clause.

Provided that, the hours and rosters to be worked will be agreed between the Company and the team member.

- (c) A team member will be entitled to the position that they held immediately before proceeding on Parental Leave. In the case of a team member transferred to a safe job pursuant to sub-clause 1.2(f), the team member will be entitled to return to the position they held immediately before such transfer.

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

- (d) The Company will consider the family responsibilities of the team member who is returning to work when considering the team member's roster.

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1.8 Right to request

- (a) In addition to clause 1.7, a team member entitled to Parental Leave pursuant to the provisions of clause 1.1 may request of the Company to return from a period of Parental Leave on fewer hours than their contracted hours prior to going on Parental Leave until the child reaches school age, to assist the team member in reconciling work and parental responsibilities.
- (b) The Company shall consider the request having regard to the team member's circumstances and, provided the request is genuinely based on the team member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement team members, loss of efficiency and the impact on customer service.
- (c) The team member's request and the Company's decision made under 1.7.1(b) must be recorded in writing.
- (d) Where a team member wishes to make a request under 1.7.1 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the team member is due to return work from parental leave.

1.9 Voluntary casual work whilst on parental leave

- (a) By agreement between a team member and the Company, a team member may be engaged on a casual basis during periods of parental leave.
- (b) Hours worked as a casual team member under this clause:
 - (1) will be paid at the appropriate casual hourly rate;
 - (2) will not be included for the purposes of accruing any leave entitlements with the exception of long service leave;
 - (3) will count as service for the purposes of long service leave accrual. A team member's long service leave date will be altered by the number of starts worked casually whilst on parental leave;
 - (4) will not extend the period of parental leave beyond the approved period of leave;
 - (5) a team member's status (full time, part time) will not be changed as a result of working during parental leave as provided by this clause.

1.10 Replacement team members

- (a) A replacement team member is a team member specifically engaged or temporarily promoted or transferred, as a result of a team member proceeding on Parental Leave.
- (b) Before the Company engages a replacement team member the Company must inform that person of the temporary nature of the employment and of the rights of the team member who is being replaced.

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1.11 Part-time work

The following provisions apply to full-time and part-time team members only.

(a) Entitlement

- (i) With the agreement of the Company a team member may work part-time in one or more periods at any time from the date of birth of the child until the child reaches school age, or in relation to adoption, from the date the placed child reaches school age.

Provided that in the event the Company does not agree, the Company shall advise the team member of the reasons why the proposed reduction in hours is not operationally viable.

- (ii) By agreement, a female team member may also work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A team member may work part-time in relation to a gradual return to full-time work on return from Parental Leave until the child (inclusive of an adopted child) reaches school age

(b) Return to former position

- (i) Following a period of part-time employment as provided for in sub-clause 1.11(a), a team member has the right to return to his or her former position.
- (ii) Nothing in (a) hereof shall prevent the Company from permitting the team member to return to his or her former position after a second or subsequent period of part-time employment.

(c) Effect of part-time employment on continuous service

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

(d) Pro-rata entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with paragraph (b) hereof, part-time employment shall be in accordance with the provisions of this Agreement that shall apply pro-rata.

(e) Part-time work agreement

- (i) Before commencing a period of part-time employment under this clause the team member shall advise the Company :
 - (1) that the team member wants to work part-time; and

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- (2) the period of part-time employment.
 - (ii) Subject to paragraph (h), the team member and the Company shall then agree:
 - (1) upon the hours to be worked by the team member, the days upon which they will be worked and commencing times for the work; and
 - (2) upon the classification applying to the work to be performed.
 - (iii) The terms of this agreement may be varied by consent, or in accordance with the rostering principles contained in Clause 6.2, Rostering Principles.
 - (iv) The terms of this agreement or any variation to it shall be put in writing and retained by the Company. A copy of the agreement, and any variation to it, shall be provided to the team member by the Company.
 - (v) The terms of this Agreement shall apply to part-time employment.
- (f) **Termination of employment**
- (i) The employment of a part-time team member under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Company because the team member has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (ii) Any termination entitlements payable to a team member whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time team member as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time team member on a pro-rata basis.
- (g) **Extension of hours of work**

The Company may request, but not require, a team member working part-time under this clause to work outside or in excess of the team member's ordinary hours of duty provided for in accordance with paragraph (e) hereof.

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(h) Nature of part-time work

Where possible, a team member returning to work part-time under this provision shall perform the work of his or her former position. Where this is not possible, the work shall be work otherwise performed under this Agreement.

(i) Inconsistent Agreement provisions

A team member may work part-time under this clause irrespective of any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part-time team member can work.

(j) Replacement team members

- (i) A replacement team member is a team member specifically engaged as a result of a team member working part-time under this clause.
- (ii) A replacement team member may be employed part-time. Subject to this clause, paragraphs (d) to (f) and paragraph (i) hereof apply to the part-time employment of a replacement team member.
- (iii) Before the Company engages a replacement team member under this clause, the Company shall inform the person of the temporary nature of the employment and of the rights of the team member who is being replaced.

- (k) Unbroken service as a replacement team member shall be treated as continuous service for the purposes of sub-clause 1(j).

1.12 Eligible casual team members

- (a) A casual is entitled to Parental Leave in accordance with the provisions of this clause provided that:
 - (i) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the team member proposes to proceed on Parental Leave and who but for an expected birth or an unexpected placement of a child, would have a reasonable expectation of continuing engagement by the Company on a regular and systematic basis.

For the purposes of this sub-clause, a regular casual shall mean a casual who has had at least 1 start per week or fortnight.

- (b) On return from Parental Leave, the casual team member shall be engaged as a casual team member in accordance with Clause 4.3 Casual Employment, of this Agreement.

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Nothing in this clause shall operate to vary the nature of employment of the casual team member or affect the team member's rights or entitlements following return from Parental Leave in accordance with this clause.

Without limiting clause 1.12 for the purposes of this clause, a casual team member is also an eligible casual team member if:

- (i) the team member was engaged by the Company on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
- (ii) at the end of the first period of employment, the team member ceased, on the Company's initiative, to be so engaged by the Company; and
- (iii) The Company later again engaged the team member on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than 3 months after the end of the first period of employment; and
- (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
- (v) the team member, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Company on a regular and systematic basis.

APPENDIX B

FWA POWERS

Conciliation and Arbitration

Representation

Once a dispute has been referred to FWA, any Party may be represented in proceedings before FWA by a legal practitioner. A team member may be represented in proceedings before FWA by a Team Member Representative instead of a legal practitioner.

Conciliation

1.1 Conciliation process

- 1.1.1 If a dispute is referred for conciliation, FWA shall do everything that appears to it to be right and proper to assist the Parties to agree on terms for the settlement of the dispute. In doing so, FWA may make suggestions and conduct an initial assessment of the dispute.

The action that may be taken by FWA under this clause 1.1 includes, without limitation:

- a) arranging conferences of the Parties presided over by FWA;
- b) meeting or otherwise discussing the dispute with one or more of the Parties in order to conciliate the dispute;
- c) arranging for the Parties to confer among themselves at conferences (with or without the presence of FWA);
- d) making an interim recommendation or assessment in relation to all or any matters in dispute;
- e) hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
- f) conducting the conciliation at any place;
- g) adjourning the conciliation to any time and place;
- h) correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
- i) allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- j) generally giving all direction and do all such things as are necessary or expedient for the speedy and just conciliation of the matter in dispute.

1.2 Completion of conciliation process

- 1.2.1 A conciliation proceeding before FWA shall be regarded as completed when:

- a) the Parties have reached agreement for the settlement of the whole of the dispute; or
- b) whether or not the Parties have reached agreement for the settlement of part of the dispute:
 - (i) FWA is satisfied that there is no likelihood that, within a reasonable period, conciliation, or further conciliation, will result in agreement, or further

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agreement, by the Parties on terms for the settlement of the dispute or any matter in dispute; or

- (ii) the Parties to the dispute have informed FWA that there is no likelihood of agreement, or further agreement, on the dispute and FWA does not have a substantial reason to refuse to regard the conciliation proceeding as completed.

Arbitration

1.3 Proceeding to Arbitration

- 1.3.1 When a conciliation proceeding before FWA in relation to a dispute is completed but the dispute has not been fully settled, FWA shall proceed to deal with the dispute, or the matters remaining in dispute, by arbitration.
- 1.3.2 In arbitration proceedings under this Agreement, unless all the Parties agree, evidence shall not be given, or statements made, that would disclose anything said or done in a conciliation proceeding under this Agreement (whether before FWA or at a conference arranged by FWA) in relation to the dispute that remains unsettled.

1.4 At Arbitration

- 1.4.1 In dealing with a dispute, FWA shall, where it appears practicable and appropriate, encourage the Parties to agree on procedures in respect of those arbitration proceedings by discussion and agreement.
- 1.4.2 If, in accordance with clause 1.4.1, the Parties are unable to come to an agreement on procedures in respect of the arbitration proceedings, FWA will be entitled to determine its own procedures for the arbitration proceedings.

1.5 Arbitration Powers of FWA

- 1.5.1 The powers of FWA in arbitrating a dispute shall include the following:
 - a) taking evidence on oath or affirmation;
 - b) making a decision in relation to all or any matters in dispute;
 - c) hearing and determining the matter in dispute;
 - d) giving a direction, in the course of, or for the purpose of, the hearing or determination of the matter in dispute;
 - e) referring any matter to an expert and accepting the expert's report as evidence;
 - f) directing, in so far as it has power to do so, that Parties be joined or struck out;
 - g) summoning before it persons in respect of whom the Parties to this Agreement can reasonably procure attendance, the Parties to the Agreement, the witnesses or any other person whose presence FWA considers would help in the hearing or determination of the matter in dispute and compel the production before it of documents and other things for the hearing and determination of the matter in dispute;
 - h) making an interim finding in relation to all or any matters in dispute;
 - i) hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
 - j) conducting the arbitration at any place;
 - k) adjourning the arbitration to any time and place;

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- l) correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
- m) allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- n) generally giving all direction and do all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.
- o) Inform itself in any matter that it thinks fit.

1.5.2 Any decision of FWA dealing with a dispute (or any matter that remained in dispute) by arbitration shall include reasons for the decision and shall be in writing, dated and given to the Parties on the day that it is delivered.

Appeals

1.6 Appeals to the Full Bench of FWA

- 1.6.1 Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under clause 1.5.2, either Party may appeal the decision to a Full Bench of FWA, with the leave of the Full Bench, within 21 days of the date of the arbitrated decision. A Full Bench of FWA will have all of the powers as outlined in clause 1.5.1 and shall have the power to confirm, quash, dismiss or vary the decision of FWA.
- 1.6.2 The Full Bench of FWA may grant leave to appeal under clause 1.6.1 if, in its opinion, the matter is of such importance that leave should be granted.
- 1.6.3 An appeal under clause 1.6.1 may be instituted by either Party.
- 1.6.4 For the purposes of an appeal under clause 1.6.1, a Full Bench of FWA may:
- a) admit further evidence; and
 - b) direct a member of the Full Bench to provide a report in relation to a specified matter.
- 1.6.5 The appeal process set out in this clause 1.6 is intended to be comprehensive of all rights of appeal.
- 1.6.6 The Parties agree to exclude the operation of any legislation (other than the Fair Work Act) applicable to arbitration agreements in relation to rights of appeal. For the avoidance of doubt, the Parties wish to exclude rights of appeal to any court and rights to refer a question of law to a court pursuant to such legislation.
- 1.6.7 The Parties will:
- (a) if FWA makes an arbitrated decision and an appeal is not lodged under clause 1.6.1 abide by and give full effect to the arbitration decision; and
 - (b) if an appeal is lodged under clause 1.6.1, abide by and give full effect to the decision of the Full Bench of FWA in determining the appeal.

FWA generally

1.7 Guidelines to FWA in the exercise of its powers, functions and discretions

1.7.1 In the exercise of its powers, functions and discretions in this Agreement, FWA must ensure that:

- a) it has regard to the objects of this Agreement;
- b) the matters are set down for hearing as soon as possible;
- c) the rules of natural justice and procedural fairness are applied and that relevant legislation is complied with;
- d) it has regard for the operating arrangements which apply at the Company;
- e) the hearing of the matter be concluded as soon as reasonably possible.
- f) it acts according to equity, good conscience and the substantial merits of the case, without regard to technicalities and legal forms.

APPENDIX C

TARGET OFFSITE RESERVES

1. Definitions

- (a) Single Offsite Reserve (OSR) – defined as an Offsite Reserve which services one retail store.
- (b) Multi Offsite Reserve (MOSR) – defined as an Offsite Reserve which services more than one retail store.

2. Allowances

2.1 OSR and MOSR Allowance

In addition to the weekly rate of pay as prescribed in sub-clause 5.1.6 of the Agreement, a Team Member in an Offsite Reserve or Multi Offsite Reserve, at a site that is not located with the parent store, will receive the applicable allowance rate per week pro rata whilst working at the Offsite Reserve or Multi Offsite Reserve, for a minimum of one hour, in accordance with the following table. Junior team members will receive the applicable percentage of the weekly allowance rate (pro rata) in accordance with the percentages contained in sub-clause 5.1.3 of this Agreement.

Increases are effective from the first full pay period commencing on or after the dates listed below:

| Allowance Type | 1/9/12 | 1/2/13 | 1/8/13 | 1/2/14 | 1/8/14 | 1/2/15 | 1/8/15 | 1/2/16 |
|-----------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| OSR | \$27.25 | \$28.50 | \$29.75 | \$31.00 | \$32.25 | \$33.50 | \$34.75 | \$36.00 |
| MOSR | \$30.25 | \$34.50 | \$38.75 | \$43.00 | \$47.25 | \$51.50 | \$55.75 | \$60.00 |

This allowance shall be paid whilst on annual leave but shall not be included in the ordinary weekly rate of pay for the purposes of calculating other leave or other entitlements.

2.2 Forklift Allowance

In addition to any allowance paid under sub-clause 2.1 above, where a suitably qualified team member, who is located at an Offsite Reserve or Multi Offsite Reserve, is required to operate a forklift for a majority of a shift, the team member shall be paid for the entire shift an additional hourly forklift allowance rate to a maximum weekly rate in accordance with the following table. Junior team members will receive the applicable percentage of the weekly allowance rate (pro rata) in accordance with the percentages contained in sub-clause 5.1.3 of this Agreement. Increases are effective from the first full pay period commencing on or after the dates listed below:

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| Allowance Type | 1/9/12 | 1/2/13 | 1/8/13 | 1/2/14 | 1/8/14 | 1/2/15 | 1/8/15 | 1/2/16 |
|-----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Forklift Allowance | 49c | 50c | 52c | 54c | 56c | 58c | 60c | 62c |
| Maximum Weekly Forklift Allowance | \$18.50 | \$19.15 | \$19.80 | \$20.50 | \$21.20 | \$21.95 | \$22.70 | \$23.50 |

This allowance shall not be included in the ordinary weekly rate of pay for the purposes of calculating leave or other entitlements.

2.3 Driving Allowance

In addition to any allowance paid under sub-clause 2.1 above, where a suitably qualified team member is required to drive trucks between an Offsite Reserve or Multi Offsite Reserve and stores, the team member shall be paid a driving allowance, while engaged on driving duties, in accordance with the following table. Junior team members will receive the applicable percentage of the weekly allowance rate (pro rata) in accordance with the percentages contained in sub-clause 5.1.3 of this Agreement. Increases are effective from the first full pay period commencing on or after the dates listed below:

| Allowance Type | 1/9/12 | 1/2/13 | 1/8/13 | 1/2/14 | 1/8/14 | 1/2/15 | 1/8/15 | 1/2/16 |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Driving Allowance | 72 c | 75 c | 78 c | 82 c | 85 c | 88 c | 91 c | 95 c |
| Maximum Weekly Driving Allowance | \$27.25 | \$28.50 | \$29.75 | \$31.00 | \$32.25 | \$33.50 | \$34.75 | \$36.00 |

This allowance shall be paid whilst on annual leave but shall not be included in the ordinary weekly rate of pay for the purposes of calculating other leave or other entitlements.

3. Offsite Reserves Workplace Health and Safety

The Company, its team members and the Union are committed to achieving and maintaining healthy and safe working conditions in all of the Offsite Reserves and Multi Offsite Reserves. To support safe systems of work and effective management of risks to health and safety in Offsite Reserves and Multi Offsite Reserves, Company authorised representatives will meet with Union authorised representatives on a six monthly basis over the life of this Agreement to discuss safety related matters specific to Offsite Reserves and Multi Offsite Reserves.