

**A**AUSTRALIAN  
**W**ORKPLACE  
**A**GREEMENT



**Australian Government**  

---

**Office of the Employment Advocate**

**VICTORIAN  
RETAIL  
FRAMEWORK AGREEMENT**

July 2004  
Version 3

# INSTRUCTIONS FOR USE

## OEA VICTORIAN RETAIL FRAMEWORK AGREEMENT

This framework agreement is a comprehensive agreement governing the terms and conditions of employment. The pay rates are simplified so that a flat hourly rate is payable and includes provision for all penalty and loading payments associated with relevant evening work, weekend work, public holidays and annual leave loading

The framework is based on the Federal Shop, Distributive and Allied Employees Association – Victorian Shops Interim Award 2000 which has been designated for the purposes of applying the “No Disadvantage Test” which must be passed before an Australian Workplace Agreement (AWA) can be approved by the Office of the Employment Advocate (OEA).

Wage rates are provided in Attachments to this Agreement. The Attachment you utilise will be dependent on the trading hours of your business and the rostering pattern utilised for each employee over the life of the Agreement. Each Attachment indicates the *range of ordinary hours* of work for which the calculated hourly rate of pay is applicable, and as such, provide you with the *flexibility to roster employees for any of the hours* defined in that Attachment – *either now or over the life of the Agreement*.

- ATTACHMENT 1: Monday to Sunday: Monday – Friday 9am–6pm; one weekday evening opening 6pm–9pm and Saturday and Sunday 9am–6pm.
- ATTACHMENT 2: Monday to Saturday: Monday – Friday 9am–6pm; one weekday evening opening 6pm–9pm and Saturday 9am–6pm.
- ATTACHMENT 3: Weekday only: Monday – Friday 9am–6pm
- ATTACHMENT 4: Weekend only: Saturday and Sunday 9am–6pm

There are two tables contained in the wage Attachment. Each provides a single hourly minimum wage rate for each employee classification. This minimum wage rate is payable for all hours worked regardless of the day or time as provision for all penalty and loading payments associated with relevant evening work, weekend work, public holidays and annual leave loading has been included.

TABLE A: The Ordinary Rate of pay – paid leave entitlement. Therefore at the time of taking any personal or annual leave accrued under this Agreement it will be paid at this rate.

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

**This AWA is only a legally enforceable document once it is approved by the OEA and an approval notice has been issued to the Employer. Further information can be obtained from the OEA website at [www.oea.gov.au](http://www.oea.gov.au)**

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

**Please visit [www.awaonline.gov.au](http://www.awaonline.gov.au) or call the OEA National Telephone Advisory Service on 1300 366 632**

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

**Please complete the Declaration Page at the conclusion of this AWA to fully to ensure priority processing of your agreement.**

## SOME COMMON QUESTIONS & ANSWERS

**Q: I have been operating under the Victorian Industry Sector Rates. Why would I choose this Agreement?**

**A:** Victoria operates under the Federal Workplace Relations system. To date, if your business was not roped into a Federal Award and you had not made either a Certified Agreement or an Australian Workplace Agreement (AWA), your business operated under the terms and conditions of "Schedule 1A" of the *Workplace Relations Act 1996*.

Recently, the Victorian Government announced its commitment to ensuring that all Victorian workplaces worked within the Federal Award system and foreshadowed its intention to apply "common rule" awards to all businesses operating in Victoria.

This would mean that "Schedule 1A" provisions would no longer be operable and all businesses would operate under Federal Award terms and conditions. You would be under a legal obligation to meet all the terms and conditions of a specified Award for your industry.

Federal awards are underpinned by twenty (20) allowable matters, which include, for example, overtime, weekend penalties and annual leave loading. This is in contrast to "Schedule 1A" which is based on only five (5) minimum conditions of employment.

The Federal Government introduced legislation into Federal Parliament in November 2003 to complement the Victorian Government legislation passed in May 2003. There will be a transition period of 12 months before employers will need to meet the Federal Award obligations by virtue of the "common rule" process (ie. common rule application will not commence any earlier than 1 January 2005).

Federal awards can be lengthy, confusing documents that are hard to read and interpret.

**Q: I am a respondent to a Federal Award. Why would I choose this Agreement?**

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

**Q: Who approves this Agreement?**

**A:** The Office of the Employment Advocate (OEA) processes and approves AWAs. There is no need for legal representation. This Agreement has been designed to be flexible enough to be adopted by any business within the parameters set and if there is no amendment to this Agreement it will be approved by the OEA as a priority. This agreement is not legally enforceable as an AWA unless it is formally approved by the OEA

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

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

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

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

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

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

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

**A:** This Agreement specifies the minimum hourly rate that must be paid. There is nothing to prevent an Employer paying a higher hourly rate than what is specified, nor is there anything to prevent an Employer paying or applying other benefits, such as performance bonus payments. There may be other workplace-specific clauses you would like to incorporate into this Framework Agreement and this is possible, however, you will need to identify these amendments in the declaration at the back of this document.

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

**A:** Prior to approving any AWA, the OEA is required to undertake a *No Disadvantage Test*. This test compares the overall benefits available under this Agreement with the overall benefits that are available under the Federal Shop, Distributive and Allied Employees Association – Victorian Shops Interim Award 2000 to ensure employees are not disadvantaged. This Agreement, if used to regulate minimum terms and conditions of employment, already meets the *No Disadvantage Test*.

**Q: Where can I get some advice about Australian workplace agreements?**

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

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

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

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

**A:** Prior to anyone signing this AWA it is advisable that advice be sought from either the OEA (**1300 366 632** or [www.oea.gov.au](http://www.oea.gov.au)) or the Australian Retailers Association – Victoria on **1800 635 955**. Employees must be provided with an *Employee Information Statement* pamphlet (available free of charge from the OEA at [www.oea.gov.au](http://www.oea.gov.au) or refer overleaf) at the same time they are given the AWA to consider. Existing employees must have the AWA for 14 days prior to signing, for new employees the timeframe is 5 days before signing.

Once both parties have signed the AWA, the AWA can be lodged online at: [www.awaonline.gov.au](http://www.awaonline.gov.au) or the the Australian Retailers Association – Victoria can assist. This negates the need to fill in any additional paperwork as all employer and employee details are provided online. Alternatively, if you do not have internet access, the employee and employer information can be provided on the OEA on *Part 1 and Part 2 Forms* respectively (again available free of charge from the OEA). Together with the *Part 1 & 2 Forms*, a copy of the signed AWA is forwarded to the OEA.

**Don't forget to complete the Declaration Page at the end of this Framework and submit it with your lodgement to ensure priority processing.**



## **IMPROVING AUSTRALIAN WORKPLACES**

### **AUSTRALIAN WORKPLACE AGREEMENTS INFORMATION STATEMENT FOR EMPLOYEES**

(to be provided to each employee at the time of providing the Australian Workplace Agreement)

#### **Advice & Assistance**

Your employer is interested in making an Australian workplace agreement (AWA) with you. The Office of the Employment Advocate (OEA) provides advice and assistance to employees and employers in connection with AWAs. If you need further information about AWAs please contact the OEA on 1300 366 632 or visit the OEA's website at [www.oea.gov.au](http://www.oea.gov.au)

The OEA is responsible for:

- filing, assessing and approving AWAs;
- investigating alleged breaches of AWAs and the laws concerning AWAs, and assisting the parties in pursuing legal action where appropriate;
- providing advice and assistance about rights and obligations under the Workplace Relations Act 1996.

#### **No-Disadvantage Test**

For the Employment Advocate to approve an AWA it must meet the No-Disadvantage Test. This means that your overall wages and conditions, under the AWA, will not be less than the overall wages and conditions you would get under any award/s and relevant laws which apply to your work. An Australian workplace agreement (AWA) is an individual written agreement between an employer and employee about terms and conditions of employment. An approved AWA will take the place of any federal or State award that would otherwise apply and can change your working conditions.

#### **Genuine Consent**

You should only sign the AWA if you genuinely consent to it. An AWA cannot require either the employer or the employee to keep its contents confidential. You must be given a copy of the AWA. Your employer should explain to you the terms and conditions of the proposed AWA.

#### **Time to Consider**

You must be given time to consider the proposed AWA. If you are already working in the job, you must have 14 days to consider the AWA before signing. If you have not started in the job, the period for consideration is 5 days. You should not sign your AWA before the appropriate period has expired. The Employment Advocate will not be able to approve it if you do. AWAs are voluntary. If you believe you are being forced into signing an AWA or have any other doubts about the process, you can contact the OEA. An offer of employment to a prospective employee may be made conditional upon signing an AWA. The conditional offer of employment will not, of itself, be duress because a person will be free to accept or refuse it.

#### **Bargaining Agent**

You can have someone assist you or represent you in negotiating an AWA. This person is called a bargaining agent. If you use a bargaining agent you must appoint that agent in writing and give a copy of this appointment to your employer. If you have appointed a bargaining agent, this person may make specific submissions to the Employment Advocate in relation to the no-disadvantage test and other approval requirements. Your bargaining agent can be a friend or relative, a solicitor, a trade union representative, or any other person whose advice you can rely on.

#### **Your Details**

If you agree to sign an AWA, your employer may ask you for your home address and telephone number to include in a form that will be sent to the Employment Advocate. Provided that your employer's application contains the necessary information, the Employment Advocate will send a filing receipt to your employer. This will show that the AWA has been received and is being assessed. Your employer must give you a copy of the filing receipt.

## **AWA is Approved**

If you are already working in the job to which the AWA relates at the time you signed the AWA – your AWA begins on the day after it is approved, unless a later date is specified. If you have not yet started work in the job to which the AWA relates, at the time you signed the AWA, your AWA will commence on the day on which you start your work, or the day after a filing receipt is issued, or on the day stated in the AWA, whichever of these is the later. If an AWA meets all the requirements, the Employment Advocate will send your employer an approval notice and a copy of the approved AWA, together with any undertaking/s that may have been given by your employer. Your employer must give you copies of these documents to keep.

## **AWA is Refused**

If the AWA is refused, your employer will be sent a refusal notice and must give you a copy of this notice. If your AWA is refused and you are an existing employee the pay and working conditions of the federal or State award or agreement that covers your work will continue to apply to you. If your AWA is refused and you are a new employee and you sign an AWA and it is subsequently not approved, you are entitled to receive any shortfall between the AWA and what you would have received under the federal or State award or agreement that covers your work.

## **Legal Action**

If your employer does not abide by the AWA, you can take legal action to obtain your entitlements. The OEA can help you do this.

## **Commonwealth Laws**

Commonwealth laws provide a number of entitlements for employees. Some rights are common to all employees covered by Commonwealth laws, including employees covered by an AWA.

Entitlements under Commonwealth laws include –

- Parental leave (12 months unpaid leave after the birth or adoption of a child)
- A period of minimum notice, or pay in lieu, when employment is terminated, unless the employee has been guilty of serious misconduct.
- A contribution to a superannuation fund made by an employer.
- Protection against unfair dismissal.
- The right to be issued with a pay slip which sets out details of pay and any deductions (such as taxation payments).
- The right to belong or not belong to a union.

For information on common entitlements under Commonwealth law contact the OEA on 1300 366 632

## **State Laws**

An AWA can override State laws on conditions of employment such as annual leave. However, if your AWA does not mention a matter covered by State law, then the State law will continue to apply. An AWA cannot override State laws dealing with occupational health and safety, workers' compensation or apprenticeships. An employer has a general obligation to provide its employees with a safe place of work.

## **Anti-discrimination**

Each AWA must contain an anti-discrimination provision as prescribed in the Workplace Relations regulations, prohibiting discrimination on the grounds of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, political opinion, national extraction or social origin.

## **Dispute Resolution**

AWAs are required to include a dispute resolution procedure. If an AWA does not include a dispute resolution procedure, the model procedure contained in the Workplace Relations Regulations is deemed to be included. The procedure is aimed at solving disputes at the workplace before involving anyone else.

## **English**

This is a publication of the Office of the Employment Advocate (OEA) which provides information about Australian workplace agreements. If you cannot read English and need help to understand this publication, please call the OEA National Telephone Enquiry Service through the Translating and Interpreting Service on 13 14 50 during business hours. This Telephone service will be paid for by the OEA.

**AUSTRALIAN WORKPLACE AGREEMENT  
TABLE OF CONTENTS**

<b>1. PARTIES TO AGREEMENT</b>	<b>- 2 -</b>
<b>2. CONTRACT OF EMPLOYMENT</b>	<b>- 2 -</b>
<b>3. PERIOD OF OPERATION</b>	<b>- 2 -</b>
<b>4. DISCLOSURE</b>	<b>- 2 -</b>
<b>5. PROBATIONARY PERIOD</b>	<b>- 2 -</b>
<b>6. DEFINITIONS</b>	<b>- 3 -</b>
<b>7. ROSTER ARRANGEMENTS</b>	<b>- 4 -</b>
<b>8. HOURS OF WORK</b>	<b>- 4 -</b>
<b>9. ADDITIONAL HOURS</b>	<b>- 4 -</b>
<b>10. MEAL INTERVALS / REST BREAKS</b>	<b>- 5 -</b>
<b>11. PAYMENT OF WAGES</b>	<b>- 5 -</b>
<b>12. WAGE ATTACHMENTS</b>	<b>- 5 -</b>
<b>13. JUNIOR RATES</b>	<b>- 5 -</b>
<b>14. WAGE INCREASES</b>	<b>- 6 -</b>
<b>15. SUPERANNUATION</b>	<b>- 6 -</b>
<b>16. ABSENCES</b>	<b>- 6 -</b>
<b>17. LEAVE PROVISIONS</b>	<b>- 6 -</b>
<b>18. PUBLIC HOLIDAYS</b>	<b>- 7 -</b>
<b>19. PRESENTATION AND APPEARANCE</b>	<b>- 8 -</b>
<b>20. OCCUPATIONAL HEALTH &amp; SAFETY</b>	<b>- 8 -</b>
<b>21. PROPERTY OF THE COMPANY</b>	<b>- 8 -</b>
<b>22. CONFIDENTIAL INFORMATION</b>	<b>- 8 -</b>
<b>23. TERMINATION &amp; RESIGNATION</b>	<b>- 8 -</b>
<b>24. REDUNDANCY PAY</b>	<b>- 9 -</b>
<b>25. STAND DOWN PROVISIONS</b>	<b>- 10 -</b>
<b>26. ACCIDENT MAKE-UP PAY</b>	<b>- 10 -</b>
<b>27. DISPUTE RESOLUTION PROCEDURE</b>	<b>- 11 -</b>
<b>28. PROVISION RELATING TO ANTI-DISCRIMINATION</b>	<b>- 11 -</b>
<b>ATTACHMENT 1: MONDAY - SUNDAY</b>	<b>- 12 -</b>
<b>ATTACHMENT 2: MONDAY - SATURDAY</b>	<b>- 13 -</b>
<b>ATTACHMENT 3: MONDAY - FRIDAY</b>	<b>- 14 -</b>
<b>ATTACHMENT 4: WEEKEND ONLY</b>	<b>- 15 -</b>
<b>APPENDIX A - DISPUTE RESOLUTION PROCEDURE</b>	<b>- 16 -</b>
<b>APPENDIX B - PROVISION RELATING TO ANTI-DISCRIMINATION</b>	<b>- 17 -</b>
<b>SIGNATURES OF THE PARTIES</b>	<b>- 18 -</b>
<b>DECLARATION BY THE EMPLOYER</b>	

# AUSTRALIAN WORKPLACE AGREEMENT

## 1. PARTIES TO AGREEMENT

This Agreement is made between:

(the Employer) .....

(ABN) .....

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

## 2. CONTRACT OF EMPLOYMENT

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

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

## 3. PERIOD OF OPERATION

The AWA will take effect:

- For new employees the day after a filing receipt is issued for the AWA.
- For existing employees from the first pay period after the date of approval.

The nominal expiry date of this AWA is three years after the later date on which the employer and employee signed the agreement. The AWA will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the Workplace Relations Act 1996.

## 4. DISCLOSURE

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

## 5. PROBATIONARY PERIOD

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



## 6. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

management of such shop.

## 7. ROSTER ARRANGEMENTS

Where applicable, roster arrangements will be established in accordance with business demands. The employer will make every effort to roster employees in a manner that is both fair and equitable to ensure, where relevant that allocation of weekend and public holiday hours are equally divided between employees on a rotating basis. All hours will be made available to all employees, and if employees have family and or study commitments the employer will attempt to accommodate employees as best as possible, considering the operation requirements of the business.

## 8. HOURS OF WORK

The ordinary hours may be worked over the range of hours specified in the chosen wage Attachment (refer below) and shall be arranged by the employer to meet business requirements.

ATTACHMENT 1: Monday to Sunday: Monday – Friday 9am–6pm; one weekday evening opening 6pm–9pm and Saturday and Sunday 9am–6pm.

ATTACHMENT 2: Monday to Saturday: Monday – Friday 9am–6pm; one weekday evening opening 6pm–9pm and Saturday 9am–6pm.

ATTACHMENT 3: Weekday only: Monday – Friday 9am–6pm

ATTACHMENT 4: Weekend only: Saturday and Sunday 9am–6pm

Any work outside these hours is considered additional hours (refer clause 9).

Such ordinary hours of work shall not exceed an average of 38 hours per week, averaged over a given roster cycle (e.g. of 4 weeks duration), although the actual hours worked may vary from week-to-week (with some weeks greater than 38 hours and other weeks less). The maximum ordinary hours in any one shift shall be 10.

The roster cycle shall be notified by the employer in writing, in advance. Where Attachment 1 or 2 is used, a rotating roster may be implemented at the discretion of the employer, with no more than 5 days to be worked in any week.

By agreement, an employee may move from part-time to full-time status or full-time to part-time status under this Agreement and may move from one wage Attachment to another.

## 9. ADDITIONAL HOURS

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

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

regularly rostered hours, above or outside the ordinary hours of work, would be considered directed overtime.

An employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable having regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including any family responsibilities;
- the needs of the workplace; and
- the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it.

## 10. MEAL INTERVALS / REST BREAKS

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

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

## 11. PAYMENT OF WAGES

Wages will be paid after the end of the pay period into a bank account nominated by the employee. It is the employee's obligation to provide the correct bank details to the employer and advise the employer promptly if there are any changes to those details.

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

## 12. WAGE ATTACHMENTS

After determining the relevant wage Attachment, one of the two tables outlining pay rates is to be paid to the employee:

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

**OR**

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

## 13. JUNIOR RATES

Junior rates are applicable for Retail Worker Grade 1. Juniors working at a classification higher than this receive the full adult rate.

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

## 14. WAGE INCREASES

Wages will be increased by 2.5% each year on 1 July.

## 15. SUPERANNUATION

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

## 16. ABSENCES

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

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

## 17. LEAVE PROVISIONS

### 17.1 Annual Leave

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

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

An employee being paid under Table A who leaves or is dismissed for any reason shall receive on termination, a pro-rata payment in lieu of their annual leave, and any accrued annual leave entitlement.

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

accrued leave can be elected to be paid out at the time of signing this Agreement.

### **17.2 Personal leave (Sickness / family leave / bereavement leave)**

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

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

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

### **17.3 Parental Leave**

The provisions of the Workplace Relations Act 1996 will apply.

### **17.4 Long Service Leave**

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

### **17.5 Jury Service Leave**

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

## **18. PUBLIC HOLIDAYS**

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

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

If the business is closed on a public holiday, which is a normal rostered day of work for an employee, the employee will receive payment at the hourly rate for the day for the normal hours worked on that day.

Relevant wage Attachments have incorporated payment for public holiday work in the hourly rate of pay and the employee may be required to work them. If an employee is required to work a public holiday no additional payment will be received – however the employee will receive an additional day off in lieu (with pay for the normal rostered hours.)

## 19. PRESENTATION AND APPEARANCE

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

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

## 20. OCCUPATIONAL HEALTH & SAFETY

The Employee accepts that the Employer will provide any necessary safety training and protective clothing to enable the Employee to fulfill task requirements.

The Employee agrees to observe all relevant safety precautions and procedures as required by the Employer and the *Occupational Health and Safety Act 1985* including the wearing of any protective clothing and equipment.

## 21. PROPERTY OF THE COMPANY

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

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

## 22. CONFIDENTIAL INFORMATION

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

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

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

## 23. TERMINATION & RESIGNATION

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

specified below. Instead of providing the specified notice the employer may choose to make payment in lieu of notice. If the employee fails to give the required notice, the employee forfeits the entitlement to any monies owing to equal to the amount of notice not given.

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

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

The notice of termination period shall be:

By the Employer:

<b>Years of Service</b>	<b>Required Notice</b>
Year 1	1 week
Years 2 – 3	2 weeks
Years 4 – 5	3 weeks
Over 5 Years	4 weeks

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

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

## 24. REDUNDANCY PAY

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

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

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil*
1 years and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay*
3 years and less than 4 years	7 weeks' pay*
4 years and less than 5 years	8 weeks' pay*
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

\* Applies to employees of small business (i.e. an employer who employs fewer than 15 employees)

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

The Company shall not be obliged to make a severance payment if the Company obtains suitable alternative employment for the employee, and the employee unreasonably rejects the offer of employment.”

### **Transmission of business**

Where a business is transmitted from an employer (the transmittor), to another employer (the transmittee), and an employee who at the time of such transmission was an employee of the transmittor in that business, and subsequently becomes an employee of the transmittee:

- the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
- the period of employment that the employee has had with “*the transmittor*”, or any prior transmittor, shall be deemed to be service of the employee with “*the transmittee*”.

Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law.

## **25. STAND DOWN PROVISIONS**

Pursuant to section 519 of the *Workplace Relations Act 1996 (Cth)* if the Employee in accordance with this contract is unable to be gainfully employed due to strike, breakdown of machinery or any stoppage of work for any cause which the Employer cannot be held reasonably responsible, the Employer reserves the right to stand down the Employee without pay.

The stand down of the Employee under this clause does not break the continuity of employment of the Employee for the purpose of any agreed entitlements.

## **26. ACCIDENT MAKE-UP PAY**

The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the *Accident Compensation Act (Victoria) 1985 (the Act)*, as amended from time to time.

**Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to *the Act* and the employee’s appropriate 38 hour AWA rate.

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury.

The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under *the Act*. In the case of the termination of employment by an employer of an employee who except for such termination would be entitled to accident pay, accident pay shall continue to apply except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.



In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

**27. DISPUTE RESOLUTION PROCEDURE**

Refer to Appendix A

**28. PROVISION RELATING TO ANTI-DISCRIMINATION**

Refer to Appendix B

## ATTACHMENT 1: MONDAY - SUNDAY

THESE RATES HAVE MADE PROVISION FOR ANY WORK THAT MAY BE ROSTERED WITHIN THE FOLLOWING HOURS:

Monday – Friday 9AM – 6PM  
One weekday evening opening 6PM – 9PM  
Saturday and Sunday 9AM – 6PM

**TABLE A: Ordinary Rate as defined in clause 6 (Paid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$16.65	\$17.75	\$17.94	\$18.24
From 1 July 05	\$17.07	\$18.19	\$18.39	\$18.70
From 1 July 06	\$17.49	\$18.65	\$18.85	\$19.16
From 1 July 07	\$17.93	\$19.11	\$19.32	\$19.64

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

**OR**

**TABLE B: Loaded Rate as defined in clause 6 (Unpaid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$18.23	\$19.43	\$19.63	\$19.97
From 1 July 05	\$18.69	\$19.92	\$20.12	\$20.47
From 1 July 06	\$19.15	\$20.41	\$20.62	\$20.98
From 1 July 07	\$19.63	\$20.92	\$21.14	\$21.51

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

**Wage Attachment Disclaimer:** The hourly wage rates contained in this Framework satisfy the No Disadvantage Test (NDT) at the date of printing this document (refer cover page). The OEA reserves the right to alter wage schedules at any time to ensure that the NDT is continued to be met. Please check the website [www.oea.gov.au](http://www.oea.gov.au) and follow the links from Publications to check up to date wage rates in the relevant Framework.

## ATTACHMENT 2: MONDAY - SATURDAY

THESE RATES HAVE MADE PROVISION FOR ANY WORK THAT MAY BE ROSTERED WITHIN THE FOLLOWING HOURS:

Monday – Friday 9AM – 6PM  
One weekday evening opening 6PM – 9PM  
Saturday 9AM – 6PM

**TABLE A: Ordinary Rate as defined in clause 6 (Paid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$15.19	\$16.19	\$16.36	\$16.64
From 1 July 05	\$15.57	\$16.59	\$16.77	\$17.06
From 1 July 06	\$15.96	\$17.01	\$17.19	\$17.48
From 1 July 07	\$16.36	\$17.43	\$17.62	\$17.92

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

**OR**

**TABLE B: Loaded Rate as defined in clause 6 (Unpaid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$16.62	\$17.72	\$17.91	\$18.21
From 1 July 05	\$17.04	\$18.16	\$18.36	\$18.67
From 1 July 06	\$17.46	\$18.62	\$18.82	\$19.13
From 1 July 07	\$17.90	\$19.08	\$19.29	\$19.61

EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES

---

**Wage Attachment Disclaimer:** The hourly wage rates contained in this Framework satisfy the No Disadvantage Test (NDT) at the date of printing this document (refer cover page). The OEA reserves the right to alter wage schedules at any time to ensure that the NDT is continued to be met. Please check the website [www.oea.gov.au](http://www.oea.gov.au) and follow the links from Publications to check up to date wage rates in the relevant Framework.

## ATTACHMENT 3: MONDAY - FRIDAY

**THESE RATES HAVE MADE PROVISION FOR ANY WORK THAT MAY BE  
ROSTERED WITHIN THE FOLLOWING HOURS:  
Monday – Friday 9AM – 6PM**

**TABLE A: Ordinary Rate as defined in clause 6 (Paid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$14.27	\$15.21	\$15.37	\$15.63
From 1 July 05	\$14.63	\$15.59	\$15.75	\$16.02
From 1 July 06	\$14.99	\$15.98	\$16.15	\$16.42
From 1 July 07	\$15.37	\$16.38	\$16.55	\$16.83

**EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES**

**OR**

**TABLE B: Loaded Rate as defined in clause 6 (Unpaid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$15.64	\$16.67	\$16.84	\$17.13
From 1 July 05	\$16.03	\$17.09	\$17.26	\$17.56
From 1 July 06	\$16.43	\$17.51	\$17.69	\$18.00
From 1 July 07	\$16.84	\$17.95	\$18.13	\$18.45

**EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES**

**IMPORTANT NOTICE: NO ALLOWANCE HAS BEEN MADE IN THE HOURLY RATES IN TABLES A OR B OF THIS ATTACHMENT FOR WORK UNDERTAKEN ON A PUBLIC HOLIDAY OR EVENING WORK AFTER 6PM**

- IN LIEU OF CLAUSE 18 PUBLIC HOLIDAYS – ANY PUBLIC HOLIDAYS WORKED WILL BE PAID AT 250% OF THE CORRESPONDING CLASSIFICATION PAY RATE SPECIFIED IN TABLE A OF ATTACHMENT 3
- ANY EVENING WORK UNDERTAKEN AFTER 6PM MONDAY TO FRIDAY WILL BE PAID AT 125% OF THE CORRESPONDING CLASSIFICATION PAY RATE SPECIFIED IN TABLE A OF ATTACHMENT 3.
- IF AN EMPLOYEE IS PAID UNDER THIS ATTACHMENT, UNDERTAKES IRREGULAR WORK ON A WEEKEND, PAYMENT FOR THE WEEKEND HOURS WORKED WILL BE AS PER ATTACHMENT 4.

**Wage Attachment Disclaimer:** *The hourly wage rates contained in this Framework satisfy the No Disadvantage Test (NDT) at the date of printing this document (refer cover page). The OEA reserves the right to alter wage schedules at any time to ensure that the NDT is continued to be met. Please check the website [www.oea.gov.au](http://www.oea.gov.au) and follow the links from Publications to check up to date wage rates in the relevant Framework.*

## ATTACHMENT 4: WEEKEND ONLY

**THESE RATES HAVE MADE PROVISION FOR ANY WORK THAT MAY BE ROSTERED WITHIN THE FOLLOWING HOURS AND THE EMPLOYEE WORKS A MIXTURE OF HOURS:**

**Saturday and Sunday 9AM – 6PM**

**TABLE A: Ordinary Rate as defined in clause 6 (Paid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$22.27	\$23.74	\$23.99	\$24.40
From 1 July 05	\$22.83	\$24.33	\$24.59	\$25.01
From 1 July 06	\$23.40	\$24.94	\$25.20	\$25.64
From 1 July 07	\$23.98	\$25.57	\$25.83	\$26.28

**EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES**

**OR**

**TABLE B: Loaded Rate as defined in clause 6 (Unpaid Leave)**

	RETAIL WORKER 1	RETAIL WORKER 2	DEPARTMENT MANAGER	SHOP MANAGER
From 1 July 04	\$24.41	\$26.02	\$26.29	\$26.74
From 1 July 05	\$25.02	\$26.67	\$26.95	\$27.41
From 1 July 06	\$25.65	\$27.34	\$27.62	\$28.09
From 1 July 07	\$26.29	\$28.02	\$28.31	\$28.80

**EMPLOYERS MAY PAY ABOVE THESE HOURLY RATES**

**IMPORTANT NOTICE: NO ALLOWANCE HAS BEEN MADE IN THE HOURLY RATES IN TABLES A OR B OF THIS ATTACHMENT FOR WORK UNDERTAKEN ON A PUBLIC HOLIDAY**

- IN LIEU OF CLAUSE 18 PUBLIC HOLIDAYS – ANY PUBLIC HOLIDAYS WORKED WILL BE PAID AT 250% OF THE CORRESPONDING CLASSIFICATION PAY RATE SPECIFIED IN TABLE A OF ATTACHMENT 3

**Wage Attachment Disclaimer:** *The hourly wage rates contained in this Framework satisfy the No Disadvantage Test (NDT) at the date of printing this document (refer cover page). The OEA reserves the right to alter wage schedules at any time to ensure that the NDT is continued to be met. Please check the website [www.oea.gov.au](http://www.oea.gov.au) and follow the links from Publications to check up to date wage rates in the relevant Framework.*

## APPENDIX A - DISPUTE RESOLUTION PROCEDURE

In relation to any matter that may be in dispute between the parties to this AWA ('the matter'), the parties:

- a. will attempt to resolve the matter at the workplace level, including, but not limited to:
  - i. the employee and his or her supervisor meeting and conferring on the matter; and
  - ii. if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- b. acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- c. agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- d. agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- e. acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and
- f. agree that during the time when the parties attempt to resolve the matter:
  - i. the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - ii. subject to relevant provisions of any state or territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
  - iii. the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- g. agree not to commence an action:
  - i. to obtain a penalty under section 17OVV of the Act; or
  - ii. to obtain damages for breaches of an AWA; or
  - iii. to enforce a provision of the AWA or Part VID of the Act (other than an action to enforce section 17OVU of the Act); unless:
  - iv. the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
  - v. either:
    - A. a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
    - B. mediation was requested by either party and that mediation has been completed.

As at 1 January 2004 - Schedule 9 Prescribed Model Dispute Resolution Procedure  
Subregulation 30ZI (2) – The Workplace Relations Regulations

## APPENDIX B - PROVISION RELATING TO ANTI-DISCRIMINATION

The parties to this AWA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
  - (i) the payment of junior rates of pay; or
  - (ii) the payment of:
    - (A) a rate of pay worked out by applying (whether directly or otherwise) the wage criteria set out in the award providing for the national training wage or wage criteria of that kind; or
    - (B) different rates of pay for adult and non-adult employees participating in an apprenticeship, cadetship or other similar work-based training arrangement; or
  - (iii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
  - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
    - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
    - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

As at 1 January 2004 - Schedule 8 Prescribed Provision Relating To Discrimination  
Subregulation 30ZI (1) – The Workplace Relations Regulations

# SIGNATURES OF THE PARTIES

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

(Employer)

and

(Employee)

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

**RELEVANT ATTACHMENT: tick the box that applies to the employee**

<input type="checkbox"/> ATTACHMENT 1:	<input type="checkbox"/> TABLE A	OR	<input type="checkbox"/> TABLE B
<input type="checkbox"/> ATTACHMENT 2:	<input type="checkbox"/> TABLE A	OR	<input type="checkbox"/> TABLE B
<input type="checkbox"/> ATTACHMENT 3:	<input type="checkbox"/> TABLE A	OR	<input type="checkbox"/> TABLE B
<input type="checkbox"/> ATTACHMENT 4:	<input type="checkbox"/> TABLE A	OR	<input type="checkbox"/> TABLE B

**Signatures:**

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

Name in full (printed): .....

Signature: .....Date: .....

Position: .....

Employer Address: .....

.....

Witnessed By:  
Name in full (printed): .....Date: .....

Signature: .....

Witness Address: .....

.....

**FOR THE EMPLOYEE:**

Employment Status:  Part-Time OR  Full-Time

Name in full: .....

Signature: .....Date: .....

Witnessed By:  
Name in full (printed): .....

Signature: .....Date: .....

Witness Address: .....

.....



# DECLARATION BY THE EMPLOYER

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

**EITHER:**

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

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

Signature: .....

Position: .....

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

**OR**

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

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

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

Signature: .....

Position: .....

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

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