

Statement

No. AG2022/5615

Fair Work Commission

Justin Gusset

Applicant

Apple Pty Limited

Employer

Statement of: Inger Adamson

Address: Level 3/20 Martin Place Sydney NSW 2000

Occupation: Market Leader

Date: 8 June 2023

I, Inger Adamson, say:

1. I am employed by Apple Pty Ltd (**Apple**) in the position of Market Leader for the Sydney metropolitan area and commenced in this position on February 2018. I have worked at Apple since 2012, in other leadership positions in Canberra and Sydney.
2. Prior to working at Apple, I worked in general management positions in the fashion and retail industries.
3. In my position, I am responsible for oversight of 4 retail stores in the Sydney metropolitan area. Each store is led by a Store Leader, and in my area, there are approximately 50 managers and 600 team members.
4. I am one of 5 Market Leaders in Australia for Apple. In my position, I work across corporate, operations, marketing, people and other functions of the business in addition to my core responsibilities and supervision of retail stores.
5. I report to the Market Director, Ade Hunt who in turn reports to the Senior Market Director for the APAC, Richard Hames. GRS team, all operational things. Global Retail Support.
6. I have worked on the project to negotiate a new enterprise agreement since around January 2023, and am part of Apple's bargaining team.

Filed on behalf of

Apple Pty Limited

Prepared by

Kerry O'Brien

Law firm

McCullough Robertson

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Address for service

Level 32, 25 Martin Place Sydney NSW 2000

Apple's enterprise agreements

7. Apple is covered by two enterprise agreements:
 - (a) the *Apple Retail Enterprise Agreement 2014 (Retail EA)*, which reached its nominal expiry date on 7 July 2018; and
 - (b) the *Apple Collective Workplace Agreement 2008 (CWA)*, which reached its nominal expiry date in 2012.
8. The CWA covers clerical, administrative, customer support, information technology and sales staff who do not work in Apple's retail establishments.
9. A copy of the Retail EA is annexed and marked "IA-1".
10. The Retail EA covers employees who work within Apple's Australian retail establishments, including managers and store leaders, and covers 2,788 employees at the date of this statement, which makes up a majority of the approximately 3,624 Apple employees in Australia.
11. Apple has 22 retail establishments throughout Australia.
12. There are three classifications, called "Levels", under the Retail EA, Level 1, 2 and 3.
13. Annexed and marked "IA-2" is a summary of employees in each Level by reference to their position title, and the proportion who are employed on a full-time or a part-time basis as at the date of this statement.
14. If the Retail EA was terminated, the *General Retail Industry Award 2020 (Retail Award)* would cover the employment of the same cohort of employees currently covered by the Retail EA.
15. A copy of the Retail Award at the date of this statement is annexed and marked "IA-3".

Apple initiates bargaining for a new enterprise agreement in 2022

16. The Retail EA has a nominal expiry date in July 2018.
17. I am aware generally that:
 - (a) in August 2022, Apple proactively initiated bargaining to replace the Retail EA and the CWA;
 - (b) a series of bargaining meetings were held and an enterprise agreement was put to a vote of employees on 28 October 2022 (**Proposed 2022 EA**). A copy of the Proposed 2022 EA is annexed and marked "IA-4"; and
 - (c) the Proposed 2022 EA did not receive majority support from eligible employees who voted.

18. I have read the statement of Joshua Cullinan (**Cullinan Statement**). While I do not agree with all of the matters set out in that statement, I agree with the dates and bargaining activity described in paragraphs 14, 22 and 27 of the Cullinan Statement.

Current bargaining activity

19. I joined Apple's bargaining team in January 2023, after the vote on the Proposed 2022 EA.
20. Following the vote on the Proposed 2022 EA, Apple took a number of steps including:
- (a) scheduling employee listening sessions to receive feedback on the bargaining process, and to inform the approach to the next round of bargaining;
 - (b) forming a new bargaining team from within Apple (**ABT**), consisting of leaders from the lines of business that would be covered by the enterprise agreement including me; and
 - (c) adopting a hybrid claims- and interests-based bargaining model and actively engaging with Retail and Fast Food Workers Union (**RAFFWU**), the Shop, Distributive and Allied Employees Association (**SDA**) and Australian Services Union (**ASU**); and
 - (d) creating the National Enterprise Agreement Hub, an online platform available to all employees that contains general information on enterprise agreements and provides updates on the current progress of bargaining.
21. Following the vote, Apple informed the unions, industrial association and employee bargaining representatives that it wished to continue to bargain in good faith for a replacement enterprise agreement to the Retail EA and the CWA.

Proposals from Apple

22. Up to the date of this statement, there have been 14 bargaining days with Apple and all bargaining representatives since 27 February 2023.
23. Apple has shared with bargaining representatives, and updated, its position on particular topics, including:
- (a) classifications, a summary of which is annexed and marked "**IA-5**";
 - (b) pay increases, a summary of which is annexed and marked "**IA-6**"; and
 - (c) scheduling and penalty rates, a summary of which is annexed and marked "**IA-7**";
 - (d) time off and the effective date for a pay rise, a summary of which is annexed and marked "**IA-8**";

- (e) leave, termination and benefits proposal, a summary of which is annexed and marked "IA-9";
 - (f) updated pay, benefits and allowances proposal, a summary of which is annexed and marked "IA-10".
24. On 30 May 2023, Apple has shared content that would form the draft proposed enterprise agreement containing its position as at that date on all topics and claims raised during the course of bargaining with bargaining representatives. A copy of this is which is annexed and marked "IA-11".
 25. This document is subject to further bargaining and negotiation and does not contain the most recent proposals from Apple, however, is a comprehensive document containing a majority of the content that I expect a final agreement to contain.
 26. In response to paragraph 52 of the Cullinan Statement, I disagree that an agreement is unlikely to be reached in the foreseeable future.
 27. I acknowledge that Mr Cullinan's statement was prepared in March 2023 and there has been significant activity since that time, but I cannot agree with the statement. I consider, because of the continued efforts of Apple and other bargaining representatives, the involvement and assistance of the Fair Work Commission and the concessions and narrowing of claims and issues in dispute to date, that a replacement enterprise agreement for the Retail EA is imminent.
 28. When I say imminent, I mean that an enterprise agreement could be put to a vote within 2 to 4 weeks after drafting has finalised. Given the current topics remaining for bargaining to be covered in the future bargaining meetings on 13, 14, 27 and 28 June 2023, I place this date in July 2023, although this may be moved back depending on the progression of drafting of the enterprise agreement and any required response to unresolved claims. Even adding additional time for this contingency, I believe a vote will occur by late July 2023.

Bargaining disputes under section 240

29. On 24 March 2023, the ASU and SDA each filed dispute applications with the Fair Work Commission.
30. Following a directions hearing on 30 March 2023 (together with the termination application I set out below), both applications were listed for a conference before Deputy President Hampton.
31. On 1 May 2023, Deputy President Hampton conducted a conference between Apple, the ASU, the SDA and RAFFWU.

32. On 3 May 2023, Deputy President Hampton published a statement and recommendations (**Recommendations**). A copy of the Recommendations is annexed and marked "**IA-12**". One recommendation was that the Fair Work Commission would assist the bargaining representatives by facilitating an independent chair from the Commission.
33. On 5 May 2023, the associate to Commissioner Matheson informed Apple, the ASU, the SDA and RAFFWU that the bargaining disputes had been allocated to Commissioner Matheson who would assist the parties with the conduct of bargaining meetings and to assist the parties within the framework of the Recommendations.
34. Commissioner Matheson has chaired 4 bargaining meetings as at the date of this statement.
35. A drafting group has been formed to draft the proposed enterprise agreement. The drafting group consists of:
 - (a) 1 Apple representative (Bernard Ryan, Employee and Labour Relations APAC);
 - (b) 1 ASU representative (Virginia Wills)
 - (c) 1 RAFFWU representative (Josh Cullinan);
 - (d) 1 ASU representative (David Bliss); and
 - (e) a Senior Associate from Clayton Utz.
36. The composition of this group was recommended by Commissioner Matheson.
37. The first drafting group meeting was held on 22 May 2022 and the group is to meet on a weekly basis.
38. Commissioner Matheson is also assisting bargaining by consolidating the log of claims and preparing the agenda for each meeting.
39. A copy of the agenda for the 16 and 17 May bargaining meeting is annexed and marked "**IA-13**".
40. A copy of the agenda for the 30 and 31 May bargaining meeting is annexed and marked "**IA-14**".
41. The next bargaining meetings are 13 and 14 June 2023. A further two bargaining meetings are tentatively scheduled for 27 and 28 June 2023, but these will only be utilised if bargaining is not finalised during the meeting on 14 June 2023, or on the recommendation of Commissioner Matheson.

Application to terminate the Retail EA

42. I am aware that on 23 December 2022, an application to terminate the Retail EA was made by one employee, the Applicant in these proceedings.
43. I have been provided with the evidence filed by the Applicant, which comprises:
 - (a) witness statements from six Apple employees, including the Applicant; and
 - (b) the Cullinan Statement.

Response to the evidence

44. I have read the witness statements of Apple employees, being:
 - (a) Justin Gusset dated 23 March 2023 (**Gusset Statement**);
 - (b) Brenda Harris dated 21 March 2023 (**Harris Statement**);
 - (c) Wilda Fong dated 22 March 2023 (**Fong Statement**);
 - (d) Liska Fell dated 22 March 2023 (**Fell Statement**);
 - (e) Dani Barley dated 23 March 2023 (**Barley Statement**); and
 - (f) Amy Lowe dated 22 March 2023 (**Lowe Statement**).
45. I respond below to particular aspects and themes in the above evidence.

Apple's current pay and classifications

46. Apple has its own global job and position structure which informs an employee's pay.
47. Employees' pay is increased in line with the Agreement's pay review clauses, and Apple's remuneration policies to review and increase pay based on performance and individual productivity.
48. Annexed and marked "**IA-15**" is a summary of job and position structure, together with the minimum, maximum and average hourly pay rates for those positions.
49. The classification mapping between Apple's classification levels and the Retail Award has been shared with bargaining representatives during the course of bargaining.
50. In response to paragraph 6 of the Fong Statement, I refer to paragraphs 12 and 13 above.
51. A position description for:
 - (a) a Specialist is annexed and marked "**IA-16**".
 - (b) a Technical Specialist is annexed and marked "**IA-17**".
 - (c) a Technical Expert is annexed and marked "**IA-18**".

(d) a Genius is annexed and marked "IA-19".

52. For each of the employees who have provided a statement in these proceedings, based upon the current proposal in bargaining, their positions at Apple are mapped to the following classifications under the Retail Award:

Employee	Position	Proposed Retail Award classification
Justin Gusset	Genius	Level 5
Liska Fell	Specialist	Level 3
Dani Barley	Specialist	Level 3
Wilda Fong	Technical Specialist	Level 3
Amy Lowe	Technical Expert	Level 4
Brenda Harris	Technical Specialist	Level 3

Part-time minimum hours

53. In response to paragraph 17 of the Gusset Statement, paragraph 4 to 6 of the Lowe Statement, paragraphs 3 to 8 of the Harris Statement and paragraphs 5 to 25 of the Fong Statement, Apple's current proposal for part-time employee's hours of work are:
- (a) 15 to 19 hours per week;
 - (b) 19 to 23 hours per week;
 - (c) 23 to 27 hours per week; and
 - (d) 27 to 32 hours per week.
54. Employees can choose to work more than the upper amount of hours of their range by picking up available shifts.
55. Conversely, if Apple directed or required any work to be done in addition to the upper amount of hours, this would be treated and paid as overtime.

Consecutive days off

56. In response to paragraphs 11 to 16 of the Gusset Statement, paragraph 4 to 6, 8 to 13 of the Fell Statement, paragraphs 14 to 18 of the Barley Statement, paragraph 7 to 9 of the Lowe Statement, paragraphs 9 to 13 of the Harris Statement and paragraphs 22 to 25 of the Fong Statement, Apple employees describe the value they place on consecutive days off.
57. I note that, based on Apple's current proposal:

(a) full-time employees will be able to select either of the following options that suit them:

- i. two fixed weekdays off, which can be consecutive if the employee selects consecutive days; and
- ii. consecutive days off on alternating weekend days each fortnight,

(b) part-time employees will receive consecutive days off based on the range of minimum weekly hours they select (which is dealt with in paragraphs 53 and 54 above). For example, if a part-time employee selects to work between 15 and 19 hours in the week, the employee would only be required to be available to be rostered on any three days in the week (thereby, potentially allowing the employee to have 4 consecutive days off). No part-time employee will be scheduled on more than a maximum of 6 consecutive days under any range of minimum weekly hours.

58. These days do not represent all time off options, such as annual leave, rostered time off or where an employee releases a shift that they have been scheduled to work.

Consistent shift patterns and scheduling

59. In response to paragraphs 15 and 16 of the Gusset Statement, paragraph 3 of the Fell Statement, paragraph 9 to 13 of the Barley Statement, paragraphs 10 to 13 of the Lowe Statement and paragraphs 14 and 15 of the Harris Statement, Apple employees describe the value they place on consistent and certain scheduling.

60. I note that, based on Apple's current proposal, Apple proposes to publish rosters 3 weeks in advance, in lieu of its current practice to publish its rosters 2 weeks in advance, to give employees greater awareness of their shifts into the future and to allow them more opportunity to seek to change their shifts. As rosters include the current week, this increases overall visibility of upcoming shifts from 3 weeks to 4 weeks.

61. Scheduling options under the proposed enterprise agreement will be selected by each employee every six months. This means that within each six month period, the employee has certainty on how they are to be rostered (for example, an employee who selects every second weekend off will have certainty that they will not be scheduled to work on those alternate weekends). Some scheduling options for full-time employees also allow employees to have set days off. This will provide increased certainty for employees.

62. The other themes of offers currently proposed by Apple that I describe above which will increase certainty of shift patterns for both full-time and part-time employees.

Higher duties allowance

63. In response to paragraph 8 to 10 of the Gusset Statement, I note that, based on Apple's current proposal, employees who are appointed by Apple in writing to work at a role at a higher classification for one or more days, they will be paid the minimum rate of pay for that classification for the duration of the appointment.

Benefits Apple provides to its retail employees

64. The Retail EA has additional benefits outside of the Retail Award.

Additional benefits proposed by Apple to be included in enterprise agreement

65. Apple's position in bargaining is that a replacement enterprise agreement will contain the following additional benefits outside of the Retail Award:
- (a) paid blood and plasma donor leave up to 8 hours per year;
 - (b) paid study leave of up to 2 days per year;
 - (c) paid bereavement leave of up to 10 days per year. I note that the eligibility of bereavement leave will also be expanded to include Sorry Business and kinship for First Nations employees;
 - (d) paid family care leave for serious illness of up to 4 weeks in a rolling 12 month period;
 - (e) paid jury service leave up to 10 days top up then base rate of pay for full duration of the trial (uncapped);
 - (f) paid Time Off days of up to 5 days each year for the term of the agreement, to be used within 12 months;
 - (g) up to 20 weeks redundancy pay after 6 years of service, with higher redundancy pay than the National Employment Standards between 1 and 5 years of service; and
 - (h) gender affirmation leave of up to 10 days per year.

Additional benefits in current Apple policies for its employees

66. Apple also provides a range of other benefits to employees in its policy framework which are not in the Retail EA or proposed to be included in a replacement enterprise agreement.
67. I am aware from my employment that this includes:
- (a) paid special sick leave related to COVID-19 infections, which will expire on 1 August 2023;

- (b) paid parental leave and superannuation contributions on 16 weeks primary carer leave or 6 weeks non-primary carer leave;
- (c) paid adoption assistance and surrogacy assistance;
- (d) 14 days paid military leave per year for eligible employees;
- (e) short and long-term salary continuance;
- (f) Special Time Away, which gives team members 3 paid days off to rest, recharge and spend time with loved ones, for use by 30 June 2023.



.....

.....
Signature of witness

[2014] FWCA 3747

IA-1

The attached document replaces the document previously issued with the above code on 5 June 2014.

The reference to s.54(2) in [11] has been amended to s.54(1)(b).

Jimmy Li
Associate to Commissioner Bull

Dated 5 June 2014.



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Apple Pty Limited T/A Apple
(AG2014/5899)

APPLE RETAIL ENTERPRISE AGREEMENT 2014

Retail industry

COMMISSIONER BULL

SYDNEY, 5 JUNE 2014

Application for approval of the Apple Retail Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Apple Retail Enterprise Agreement 2014* (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] The Agreement covers 2,372 employees. Of those employees, 1,916 cast a valid vote and 1,704 voted in favour of the Agreement.

[3] There was no union involved in the bargaining process. There was one employee bargaining representative, *Ms Marcia Ruf*. On 8 May 2014, my chambers received a telephone call from Ms Ruf informing the Commission that she opposed the approval of the agreement.

[4] A timetable was set down for Ms Ruf and the applicant's representative to file submissions in relation to the objections. Ms Ruf filed her submissions on 16 May 2014. A conference was held on 3 June 2014. During that conference, Ms Ruf withdrew her opposition to the approval of the agreement.

[5] The applicant has provided an undertaking to the effect that the Agreement would be read in conjunction with the National Employment Standards as set out in the Act.

[6] Upon review of the undertaking provided by the Applicant, I am satisfied that employees covered by this Agreement are better off overall.

[7] This undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached at **Annexure A**.

[8] The undertaking was provided to the bargaining representative. The bargaining representative did not raise any objection to the undertaking.

[9] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[10] Clause 1.5 of the Agreement specifies that the Agreement commences on the date of expiry of the *Apple Australia Retail Collective Workplace Agreement 2009*. I am satisfied that the date of expiry of that agreement is 6 July 2014.¹

[11] The Agreement is approved. In accordance with s.54(1)(b) the Agreement will operate from 7 July 2014. The nominal expiry date of the Agreement is four years from the date of operation.



COMMISSIONER

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¹ The Employer's representative has provided the approval letter from the Workplace Authority.

ANNEXURE A

AG2014/5899 - IN THE FAIR WORK COMMISSION

UNDERTAKING OF APPLE PTY LIMITED PURSUANT TO APPLE RETAIL ENTERPRISE AGREEMENT 2014

Apple Pty Limited hereby undertakes the following in relation to the Apple Retail Enterprise Agreement 2014 (*the Agreement*):

- **insert at the end of clause 1.6 of the Agreement:** "*The Agreement will be read in conjunction with the National Employment Standards as set out in the Fair Work Act 2009 (Cth).*"

This undertaking is signed by, Bernard Ryan, Employee Relations Manager, on behalf of the employer, Apple Pty Limited, Level 16, 77 King Street, Sydney NSW, 2000.

Signed: _____



Dated: 3 June 2014

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



Apple Retail Enterprise Agreement 2014

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1. Operation of Agreement

- 1.1 This agreement shall be known as the Apple Retail Enterprise Agreement 2014.
- 1.2 This Agreement is binding on Apple and all Full Time, Part Time and Casual Team Members of Apple employed in the classifications contained in this Agreement within retail establishments in the States and Territories of Australia. This Agreement does not cover Team Members engaged under the Apple Collective Workplace Agreement 2008 or any employee engaged by Apple to perform work outside of a retail establishment.
- 1.3 This Agreement applies to the exclusion of all other industrial instruments and legislation (including transitional instruments), which would otherwise have application to the employment, except to the extent only that:
- (a) an industrial instrument or legislation is referred to in this Agreement; or
 - (b) the exclusion is not permitted by law.
- 1.4 For the avoidance of doubt, whilst the Agreement remains in operation a modern award which covers any of the Team Members who fall within the classifications below, will have no application.
- 1.5 This Agreement will commence on the date of expiry of the Apple Australia Retail Collective Workplace Agreement 2009. The nominal expiry date of this Agreement will be four (4) years from the date of approval by the Fair Work Commission.
- 1.6 All Full Time, Part Time and Casual Team Members covered by this Agreement will be entitled to the benefits contained in the Standards as set out in the Act.
- 1.7 Penalty payments payable under this Agreement will not be cumulative. For example, this means that when a higher premium is payable for work performed during any single shift under clauses **9 (Weekend Work)**, **10 (Late Night Work)** or **13 (Public Holidays)**, you will only receive the highest penalty available to you under any of the aforementioned clauses.

EXAMPLE

Mary is an Apple Team Member Level 1. Mary works on Easter Monday. Mary is paid at the rate of 250% (the public holiday penalty rate) without any additional loading for working on Easter Monday.

Classifications

- 1.8 Team members engaged under this Agreement will be appointed to the following classifications (as defined in **Schedule A - Classifications and Minimum Rates of Pay** to this Agreement):
- (a) Apple Team Member Level 1;
 - (b) Apple Team Member Level 2; or
 - (c) Apple Team Member Level 3.
- 1.9 A copy of this Agreement will be made available to you either in hard copy or electronic means.

2. Your Appointment and Classification

- 2.1 You will be advised in writing at the time of engagement:
- (a) whether you are engaged on a Full Time, Part Time or Casual basis;
 - (b) of your Base Salary or Hourly Rate of Pay;
 - (c) whether your initial appointment is subject to a probationary period;
 - (d) your specific period of engagement if employed under in a Seasonal Contract; and
 - (e) any other specific terms of appointment.

Probationary Period

- 2.2 The first six (6) months of your employment will be a probationary period. Any time within this probationary period either you or Apple may terminate your employment for any reason and at any time by giving one (1) week's written notice. Apple may, at its discretion, make a payment to you in lieu of notice calculated in the manner required by section 117(2) of the Act.
- 2.3 **Clause 2.2** will only apply to Team Members that are employed **after** the approval of this Agreement.
- 2.4 After the completion of the probationary period, the notice of termination will be in accordance with **clause 15 - Leaving Apple** of this Agreement.

Exemptions

- 2.5 The following clause of this Agreement **does not** apply to you if you are an Apple Team Member Level 2:
- (a) Weekend Work (**clause 9.1**);
- 2.6 The following clauses of this Agreement **do not** apply to you if you are an Apple Team Member Level 3:
- (a) Overtime (**clause 8**);
 - (b) Weekend Work (**clause 9**); and
 - (c) Late Night Work (**clause 10**).

3. Your Remuneration

Remuneration Components

- 3.1 If you are a Full Time or Part Time Team Member, you will be paid a Base Salary or Hourly Rate of Pay on a fortnightly basis in arrears by electronic funds transfer. If you are a Casual Team Member, you will be paid a Casual Hourly Rate of Pay on a fortnightly basis in arrears by electronic funds transfer. Your remuneration, may be made up of the following:
- (a) your Base Salary or Hourly Rate of Pay;
 - (b) any applicable loadings or allowances;

- (c) superannuation contributions made in accordance with the minimum requirements of the *Superannuation Guarantee (Administration) Act 1992*; and
- (d) compensation for Overtime (if relevant to your classification).

Minimum Annual Base Salary or Hourly Rate of Pay

- 3.2 You will be paid a Base Salary or Hourly Rate of Pay above or equal to the minimum rate which pertains to your position. The minimum Base Salaries for Full Time Team Members utilised by Apple are set out in **Schedule A – Classifications and Minimum Rates of Pay** to the Agreement.
- 3.3 The Base Salary is pro rated for Part Time Team Members as set out in **Schedule A – Classifications and Minimum Rates of Pay**.

Payment of Wages

- 3.4 Where you work Overtime hours or are entitled to additional payments or allowances, these additional amounts will be paid in the following pay period subject to the submission and verification of timekeeping records.
- 3.5 The pay week will be Saturday to Friday.

Salary Increases and Review

- 3.6 Apple reviews your Base Salary or Hourly Rate of Pay annually. In undertaking this review, Apple may have regard to your performance, the business performance of Apple and any other matter which it deems relevant. This review does not however necessarily guarantee an increase in your Base Salary or Hourly Rate of Pay.
- 3.7 Apple will ensure that during the Term of this Agreement the minimum Base Salary or Hourly Rate of Pay for each classification in this Agreement will be no less than any minimum rates of pay for each relevant classification set out in any applicable modern award.

4. Superannuation

- 4.1 Apple will make superannuation contributions consistent with the Commonwealth *Superannuation Guarantee (Administration) Act 1992*. The value of these contributions will be the minimum amount required to avoid a superannuation calculation charge.
- 4.2 You will have a choice of an eligible superannuation fund. If you do not nominate a complying superannuation fund, Apple will make superannuation contributions on your behalf into Apple's default employer superannuation fund (or any other approved superannuation fund nominated by Apple) from time to time.
- 4.3 Apple's current default superannuation fund, REST Corporate, provides a MySuper product.

5. Allowances

Meal Allowance

- 5.1 You will be eligible to receive a meal allowance in circumstances where you:
 - (a) have performed over 76 hours of work in any fortnightly pay period; and

- (b) after you have satisfied **clause 5.1(a)**, you are required, in any single shift, to work more than one (1) hour past your Rostered Hours in the same fortnightly pay period, without 24 hours notification.

- 5.2 The amount of the meal allowance payable will be \$17.00. For the avoidance of doubt, you will not be eligible to receive a meal allowance in circumstances where you perform less than 76 hours of work in any fortnightly pay period.

EXAMPLE

Steve has worked 80 hours over the first 12 days of the fortnightly roster. When Steve arrives at work on day 13, his manager asks Steve to work back late until 10:00pm. Steve's rostered finishing time on that day is 7:00pm. Steve is entitled to a meal allowance for that shift.

First Aid Allowance

- 5.3 Where you hold a current first aid qualification and you are appointed by Apple to perform first aid duties, a fortnightly allowance of \$29 per fortnight will be paid.

6. Rosters

- 6.1 Apple will determine rosters of work for Team Members on the basis of a fortnightly roster. The roster will be prepared and may be varied by Apple at any time in its discretion. There may be frequent variations to rosters from one fortnightly cycle to another.
- 6.2 All Team Members, regardless of classification, may be rostered to work on weekends and on Public Holidays. Whilst you are expected to be available to be rostered to work at any time across seven days of the week, Monday to Sunday, Apple appreciates that there will be occasions where you may not be available to work. In these circumstances, Apple may agree to alternative rostering arrangements as reasonably requested in writing, having regard to the operational needs of the business and your individual circumstances, including any risk to your health and safety.

7. Your Working Hours

- 7.1 You will be rostered to work generally between 6:00am and 10:00pm Monday to Sunday. The roster will generally run from Saturday to Friday each week.
- 7.2 If you are a Full Time Team Member, you will be rostered to work a minimum 76 hours per fortnight. Full Time Team Members may not be rostered to work for less than three (3) consecutive hours per day. For the purposes of this clause, these minimum 76 hours per fortnight include any hours of authorised leave.
- 7.3 If you are a Part Time Team Member, you will be rostered to work less than 76 hours per fortnight. Part Time Team Members may not be rostered to work for less than three (3) hours per day.
- 7.4 If you are a Casual Team Member, you may work a maximum of 76 hours per fortnight. Casual Team Members may not be rostered to work for less than three (3) hours per day.

8. Overtime

- 8.1 Any hours of work performed by Full Time, Part Time and Casual Team Members in excess of 76 hours in any fortnight at the direction of your relevant manager, will be considered to be Overtime. For the purposes of this clause and subject to the Standards, hours of work within the relevant fortnightly pay period exclude any paid or unpaid leave taken during the relevant fortnightly pay period for the calculation of Overtime.
- 8.2 Overtime rates of pay are only payable if the Overtime hours are approved by your relevant Manager prior to the commencement of the Overtime.
- 8.3 Overtime hours will be paid and calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), at the rates of:
- (a) 150%, for the first two (2) hours of Overtime in any fortnightly pay period; and
 - (b) 200% for every hour of Overtime worked in excess of the first two (2) hours in any fortnightly pay period.

9. Weekend Work

- 9.1 If you are an Apple Team Member Level 1 and you are required to work on a Saturday, you will be paid at the rate of 125%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), for all hours worked.
- 9.2 If you are an Apple Team Member Level 1 or 2 and you are required to work on Sunday, you will be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), for all hours worked.

10. Late Night Work

If you work between the hours of 10:00pm and 6:00am, you are entitled to be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), for all hours worked.

11. Meal and Rest Breaks

- 11.1 During your Rostered Hours, paid rest breaks and unpaid meal breaks will be provided to all Team Members as follows:

	Paid rest break	Unpaid meal break
If a Team Member works more than 4 hours and up to 5 hours	15 minutes	None
If a Team Member works more than 5 hours and up to 7 hours	15 minutes	30 minutes

If a Team Member works more than 7 hours and up to 8 hours	2 x 15 minutes	30 minutes
If a Team Member works more than 8 hours and up to 10 hours	3 x 15 minutes	30 minutes

- 11.2 Meal breaks are not regarded as time worked.
- 11.3 All breaks are to be taken at the direction of Apple in accordance with the above.
- 11.4 A rest break and a meal break cannot be taken within one (1) hour of each other, unless approved by your manager.

12. Your Leave

- 12.1 All paid and unpaid leave will accrue and be taken in accordance with the Standards and as set out below.

Annual Leave

- 12.2 Full Time Team Members will be entitled to twenty (20) days paid annual leave per annum. If you are a Part Time Team Member your entitlement to annual leave benefits under this Agreement will be on a pro-rated basis, up to a maximum of twenty (20) days paid per annum. Apple encourages you to take your accrued leave every year.
- 12.3 If you wish to take annual leave you must, where reasonably practicable, give Apple four (4) weeks' prior notice of your intention to take leave, and the start and finish dates of your intended leave. The approval of this annual leave will be subject to the discretion of Apple. In exercising this discretion, Apple may take into account any matter, including but not limited to its business needs.
- 12.4 Apple may require you from time to time to take a period of annual leave by giving at least four (4) weeks' notice where:
- (a) it is reasonable for Apple to give this direction; or
 - (b) Apple's business, or part of the business, is being shutdown, for example over the Christmas and New Year period; or
 - (c) you have accrued in excess of eight (8) weeks' annual leave.
- 12.5 Annual leave loading is included in your applicable Base Salary or Hourly Rate of Pay and will not be separately payable.

Cash-out of annual leave

- 12.6 You may apply to Apple in writing to have your accrued but untaken annual leave "paid out" as cash in accordance with the Standards, provided that you must retain a balance of at least twenty (20) days accrued annual leave.
- 12.7 Apple may accept or reject your application at its discretion. Cash out generally occurs twice each year in accordance with Apple policies as published from time to time. In exercising this discretion, Apple may take into account any matter, including but not limited to the needs of the business and work, health and safety considerations.

- 12.8 Apple may also make a request to you to have your accrued but untaken annual leave "paid out" in accordance with the Standards.

Personal Leave

- 12.9 All Full Time Team Members are entitled to ten (10) days' personal leave per annum which may be used as sick or carer's leave in accordance with the Standards. Personal leave accumulates from year to year but is not paid out upon termination of employment.
- 12.10 All Casual Team Members are entitled to the unpaid carer's leave benefits in accordance with the Standards.
- 12.11 You must notify Apple of your absence from work as soon as possible and at least one (1) hour prior to shift start time by contacting your Manager. Where possible, this notification must be given personally or by telephone, and must not be made by text message or email.
- 12.12 You must notify Apple as soon as possible the specific grounds for the absence and estimated duration of absence. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence.
- 12.13 Apple may require you to submit to a medical assessment in order to ascertain your fitness for work. You are required to do all things necessary to participate in any medical assessment undertaken by Apple to ascertain your fitness for work.

Compassionate Leave

- 12.14 You are entitled to compassionate leave benefits as set out in the Standards.
- 12.15 You are required to provide Apple with any documentary evidence Apple reasonably requires regarding any period of compassionate leave.

Long Service Leave

- 12.16 Long service leave shall accrue and be taken in accordance with applicable legislation in the State or Territory in which you are engaged.

Parental Leave

- 12.17 Parental leave will be available to eligible Team Members in accordance with the Standards.

Jury Service

- 12.18 All Full Time and Part Time Team Members will be allowed leave when required to attend for Jury Service. During such leave, you will be paid your applicable Base Salary or Hourly Rate of Pay and must provide Apple with your Jury Service fees. To receive payment, you must provide to Apple proof of your requirement to attend, proof of actual attendance and monies received for such Jury Service.
- 12.19 The combination of work and Jury Service will not exceed the number of days you would normally be rostered to work in any fortnight.
- 12.20 If you are required to attend Jury Service during a period of annual leave, on producing satisfactory evidence of attendance, you will be credited with annual leave for the period for which Jury Service was attended.
- 12.21 If you are on Jury Service, you will not be required to attend work on that day.

Community Service Leave

12.22 Community Service Leave will be granted in accordance with the Standards.

Blood Donation Leave

12.23 A Full Time Team Member shall be allowed to take up to two (2) hours of blood donation leave on up to four (4) occasions per calendar year for the purposes of donating blood.

12.24 During such leave, you will be paid your applicable Base Salary or Hourly Rate of Pay and must provide Apple with proof of your attendance at the Blood Bank.

12.25 You must arrange for your absence to be on a day suitable to Apple and be as close as possible to the beginning or ending of your working day. You must notify Apple as soon as possible of the time and date upon which you are requesting to be absent for the purpose of donating blood.

Part Time Team Members

12.26 If you are a Part Time Team Member your entitlement to any leave benefits under this Agreement will be on a pro-rated basis.

13. Public Holidays

13.1 If you are a Full Time or Part Time Team Member, you will be entitled to be absent from work for all Public Holidays in the State or Territory in which you work. If you are absent as a result of a Public Holiday, you are entitled to be paid for your Rostered Hours.

13.2 Where you work on a Public Holiday, the following Public Holiday penalties will apply:

- (a) if you are an Apple Team Member Level 1, you will be paid at the rate of 250%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), for all hours worked;
- (b) if you are an Apple Team Member Level 2, you will be paid at the rate of 250%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with **Schedule A**), for all hours worked; and
- (c) if you are an Apple Team Member Level 3, you will receive time off in lieu (**TOIL**) for every hour that you worked on the Public Holiday.

13.3 If you are a Full Time Team Member and your RDO falls on a Public Holiday in the State or Territory in which you work, you will be entitled to 7.6 hours of TOIL. If you are a Part Time Team Member and your RDO falls on a Public Holiday in the State or Territory in which you work, you will be entitled to 3.8 hours of TOIL.

13.4 Accrued but untaken TOIL will be paid out on termination of employment.

EXAMPLE:

1. Kelly is rostered to work for 6 hours on Australia Day but cannot work as she is visiting her family. Kelly is paid 6 hours for the Public Holiday.
2. Trent is an Apple Team Member Level 1 and works on New Years Day for 10 hours. Trent is paid at the rate of 250% for 10 hours work.
3. Maria is a Store Leader (an Apple Team Member Level 3) that works Anzac Day. Maria receives TOIL for every hour that Maria worked on Anzac Day.
4. Amanda is a part time Team Member and regularly works Monday, Tuesday and Wednesday. Even though Amanda is not rostered to work on Good Friday, Amanda receives a Public Holiday TOIL credit of 3.8 hours in the following fortnightly pay period.

EXAMPLE FOR APPLE TEAM MEMBERS			
Public Holiday scenario	Apple Team Member Level 1 & Level 2 - Part-Time Team Members	Apple Team Member Level 1 & Level 2 - Full Time Team Members	Apple Team Member Level 3 -Part Time & Full Time Team Members
Team Member is rostered to work on a Public Holiday.	The highest applicable penalty rate (250%) is payable for all Rostered Hours worked	The highest applicable penalty rate (250%) is payable for all Rostered Hours worked	Team Member paid Hourly Rate of Pay or Base Salary for Rostered Hours and receives TOIL for all Rostered Hours worked
Team Member does not work on a Public Holiday due to a RDO or because store is closed.	Team Member receives 3.8 hours of TOIL	Team Member receives 7.6 hours of TOIL	Team Member receives 7.6 hours of TOIL
Team Member is rostered to work on a Public Holiday but chooses to be absent, providing reasonable notice	Team Member paid Hourly Rate of Pay or Base Salary for Rostered Hours	Team Member paid Hourly Rate of Pay or Base Salary for Rostered Hours	Team Member paid Hourly Rate of Pay or Base Salary for Rostered Hours

14. Training

- 14.1 To ensure personal and professional development, all Team Members are to undertake internal and external training programs as directed by Apple.
- 14.2 Apple Training programs may involve interstate and international travel.
- 14.3 When attending any training at the direction of Apple the following will apply:
 - (a) The maximum hours that will be regarded as hours worked in any one day will be 7.6 hours;

- (b) Any travel time will not be regarded as hours worked unless such hours fall within your Rostered Hours.

15. Leaving Apple

- 15.1 After the completion of your probationary period, either you or Apple may terminate your employment by giving to the other notice in accordance with the following scale as set out in the Act:

Team member's period of continuous service	Period of notice
Less than 1 year service	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 15.2 If you are over the age of 45 years, you will be eligible for one (1) extra weeks notice if you have completed at least two (2) years of service (other than in instances of serious misconduct when no notice is payable).
- 15.3 Apple may, at its discretion terminate your employment by paying you the sum equal to the amount of your applicable Hourly Rate of Pay or Base Salary which you would have accrued during the balance of the required notice period. The period of notice referred to in this clause includes any notice required to be given pursuant to the Act or any other law.
- 15.4 Apple may also terminate your employment without notice (and without making any payment in lieu of notice) for conduct justifying instant dismissal including, but not limited to:
- (a) misconduct or neglect;
 - (b) theft or fraud;
 - (c) abandonment of employment (that is, not notifying Apple of your unapproved absence or whereabouts for a period of 5 days);
 - (d) unacceptable or offensive behaviour including swearing, violence and threatening others;
 - (e) harassment and/or unlawful discrimination against a Team Member, customer, contractor or any other person on site;
 - (f) bringing the business of Apple into disrepute;
 - (g) breaches of customer/client confidentiality;
 - (h) being under the influence, using or possessing illegal drugs while at work;
 - (i) being under the influence, consuming or possessing alcohol while at work;
 - (j) refusing to comply with a lawful and reasonable direction;
 - (k) not carrying out or acting outside of Work, Health and Safety responsibilities and obligations; or

- (l) seriously breaching the terms of your employment.

16. Redundancy

- 16.1 A redundancy is a decision made by Apple that a job being performed is no longer required to be performed and that the decision is not due to the ordinary and customary turnover of labour.
- 16.2 The redundancy provisions set out in this Agreement are subject to the exclusions set out in the Standards (including but not limited to sections 120 to 123 of the Act and any applicable regulations).
- 16.3 In addition to the period of notice prescribed for termination, the following amounts of severance pay in respect of continuous service will be provided:

Years of Continuous Service	Redundancy Pay Period - Under 45 years of Age	Redundancy Pay Period - 45 Years of Age and Over
Less than 1 year	0	0
1 year and less than 2 years	4 Weeks Pay*	5 Weeks Pay*
2 years and less than 3 years	7 Weeks Pay*	8.75 Weeks Pay*
3 years and less than 4 years	10 Weeks Pay*	12.5 Weeks Pay*
4 years and less than 5 years	12 Weeks Pay*	15 Weeks Pay*
5 years and less than 6 years	14 Weeks Pay*	17.5 Weeks Pay*
6 years and over	16 Weeks Pay*	20 Weeks Pay*

*Weeks Pay means the Team Member's Weekly Rate.

17. Grievance Procedure

Where there is a grievance between you and Apple with respect to this Agreement, the parties must engage in the Grievance Procedure set out in **Schedule B – Grievance Procedure** of this Agreement.

18. Flexibility

You and Apple may agree to enter into an individual flexibility arrangement in accordance with the Act and **Schedule C – Flexibility Arrangements** of this Agreement.

19. Consultation

Apple will communicate as early as reasonably practical in relation to a definite decision by Apple to introduce a major change to production, program, organisation, structure, or technology of its business. In circumstances where the change is likely to have a significant effect on Team Members, Apple and you agree to engage in the Consultation Procedure set out in **Schedule D – Consultation Procedure** of this Agreement.

20. Casual Team Members

- 20.1 Casual Team Members may be engaged on an hourly basis at any time on any day of the week. Casual Team Members are entitled to the Casual Hourly Rate of Pay, which includes a

25% casual loading. The minimum Casual Hourly Rates of Pay are set out in **Schedule A - Classifications and Minimum Rates of Pay**. All casual engagements will be subject to the terms of this Agreement during the Term.

20.2 Casual Team Members are exempt from the **Redundancy (clause 16)** and **Leaving Apple (clause 15)** provisions of this Agreement.

20.3 Each casual engagement may be terminated with one (1) hour's notice.

21. Suspension

21.1 You may be suspended from work without loss of pay at any time if Apple deems it necessary to investigate any incident or occurrence in the workplace.

22. Bag/Locker inspections

22.1 Apple may conduct random bag and or locker inspections at any time. You will be required to participate and fully co-operate and present your bag/locker or personal effects for inspection.

23. Definitions

Act means the *Fair Work Act 2009* (Cth) as amended from time to time.

Agreement means the Apple Retail Enterprise Agreement 2014.

Apple means Apple Pty Limited (ABN 46 002 510 054).

Apple Team Member Level 1 has the meaning set out in **Schedule A - Classifications and Minimum Rates of Pay**.

Apple Team Member Level 2 has the meaning set out in **Schedule A - Classifications and Minimum Rates of Pay**.

Apple Team Member Level 3 has the meaning set out in **Schedule A - Classifications and Minimum Rates of Pay**.

Base Salary means the minimum annual base rate of pay for a classification set out in **Schedule A - Classifications and Minimum Rates of Pay** (pro-rated for a Part Time Team Member).

Casual means a Team Member engaged in a casual or "as required" capacity in accordance with the needs of the business.

Continuous service has the meaning as defined in the Act.

Full Time means a Team Member engaged to work a minimum of 76 hours per fortnight.

Hourly Rate of Pay means:

- (i) in relation to Full Time and Part Time Team Members - the hourly rate which is calculated on the full time Base Salary and per **Schedule A - Classifications and Minimum Rates of Pay**; and

- (ii) in relation to Casual Team Members - the hourly rate as set out in **Schedule A - Classifications and Minimum Rates of Pay**.

Overtime has the meaning set out in **clause 8.1**.

Part Time means a Team Member engaged to work regular hours less than 76 hours per fortnight and is not a Casual Team Member.

Public Holiday includes any gazetted, statutory or proclaimed Public Holiday within the Team Member's State or Territory.

RDO means a Rostered Day Off, which is any day that a Team Member is not rostered to perform work.

Related Company means in relation to a body corporate, a related body corporate and defined in section 50 of the *Corporations Act 2001* (Cth).

Rostered Hours means the hours that you are rostered to work in any fortnightly pay period.

Seasonal Contract means an engagement of fixed duration of less than 12 months.

Standards means the National Employment Standards contained in the *Fair Work Act 2009* (Cth) as amended from time to time.

Team Member(s) means an employee of Apple Pty Ltd who is employed to work in a retail establishment and falls within the classifications set out in **clause 1.8 - Classifications** to this Agreement. This term is used interchangeably with "employee" for the purposes of this Agreement.

Term has the meaning set out in **clause 1.5**.

Schedule A

Classifications and Minimum Rates of Pay

The Base Salaries and Hourly Rates of Pay for Full Time, Part Time and Casual Team Members are set out in the table below. The Base Salaries set out below are pro-rated for Part Time Team Members on the basis that the full time Base Salary represents 164.67 hours per month and 1976.04 hours per annum.

Where this Agreement requires the calculation of:

- (a) a Weekly Rate for Full Time or Part Time Team Members, the Weekly Rate shall be the full time Base Salary divided by 52;
- (b) a Daily Rate for Full Time or Part Time Team Members, the Daily Rate shall be the full time Base Salary divided by 260;
- (c) an hourly rate for Full Time or Part Time Team Members, the hourly rate shall be the full time Base Salary divided by 1976.04.

Rates of Pay on Approval of the Agreement¹			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Team Member Level 1	\$39,818.00	\$20.15	\$25.18
Apple Team Member Level 2	\$48,000.00	\$24.29	\$30.36
Apple Team Member Level 3	\$70,000.00	N/A	N/A

Rates of Pay effective 1 November 2014²			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Team Member Level 1	\$40,614.00	\$20.55	\$25.69
Apple Team Member Level 2	\$48,960.00	\$24.78	\$30.96
Apple Team Member Level 3	\$71,400.00	N/A	N/A

¹ The minimum rates of pay applicable to Team Members covered by this Agreement as at the date of approval by the Fair Work Commission (the Approval Date).

² The minimum rates of pay applicable to Team Members covered by this Agreement, effective no later than 1 November 2014.

Rates of Pay effective 1 November 2015 ³			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Team Member Level 1	\$41,426.00	\$20.96	\$26.20
Apple Team Member Level 2	\$49,940.00	\$25.27	\$31.59
Apple Team Member Level 3	\$72,828.00	N/A	N/A

Rates of Pay effective 1 November 2016 ⁴			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Team Member Level 1	\$42,255.00	\$21.38	\$26.73
Apple Team Member Level 2	\$50,938.00	\$25.78	\$32.23
Apple Team Member Level 3	\$74,285.00	N/A	N/A

Rates of Pay effective 1 November 2017 ⁵			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Team Member Level 1	\$43,100.00	\$21.81	\$27.26
Apple Team Member Level 2	\$51,957.00	\$26.29	\$32.87
Apple Team Member Level 3	\$75,771.00	N/A	N/A

Classifications

To be covered by this Agreement, you must be employed by Apple in a retail establishment appointed to one of the following classifications:

1. **Apple Team Member Level 1** - means a Team Member that may be required to perform any of the following retail functions:
 - (a) Receiving of goods;
 - (b) Display, shelf filling, replenishment of goods;
 - (c) Provision of information, advice and assistance to customers;

³ The minimum rates of pay applicable to Team Members covered by this Agreement, effective 1 November 2015.

⁴ The minimum rates of pay applicable to Team Members covered by this Agreement, effective 1 November 2016.

⁵ The minimum rates of pay applicable to Team Members covered by this Agreement, effective 1 November 2017.

- (d) Demonstration of goods and services for sale;
- (e) Processing of sales and/or any financing/leasing documentation;
- (f) Provision of store greeting;
- (g) Repairs and technical assistance; and
- (h) Provision of administrative support.

2. **Apple Team Member Level 2** means a Team Member who may be required to work at a level higher than an Apple Team Member Level 1 and/or supervise a designated area of the store.

3. **Apple Team Member Level 3** means a Team Member that:

- (a) is engaged to perform supervisory or managerial duties within a retail establishment; or
- (b) receives a full time equivalent Base Salary of the following amounts during the Term of this Agreement:

Amount	Effective Date
\$70,000.00 per annum or above	Date of Approval of Agreement
\$71,400.00 per annum or above	1 November 2014
\$72,828.00 per annum or above	1 November 2015
\$74,285.00 per annum or above	1 November 2016
\$75,771.00 per annum or above	1 November 2017

- (c) is directly to perform any other management or leadership role in a retail store, including but not limited to the roles of Business Leader, Store Leader and Market Leader; or
- (d) is appointed to the position of Apple Team Member Level 3.

Schedule B

Grievance Procedure

If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards,

this term sets out procedures to settle the dispute.

A party to the dispute may appoint another person, organisation or association (including but not limited to a legal representative) to accompany or represent them in relation to the dispute.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Team Member or Team Members and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009 (Cth).

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009 (Cth). Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- (a) a Team Member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) a Team Member must comply with a direction given by Apple to perform other available work at the same workplace, or at another workplace, unless:
 - (c) the work is not safe; or
 - (d) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (e) the work is not appropriate for the Team Member to perform; or
 - (f) there are other reasonable grounds for the Team Member to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Schedule C

Flexibility Arrangements

1. Apple and a Team Member covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement 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 Apple and a Team Member in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by Apple and the Team Member .
2. Apple must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 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.
3. Apple must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of Apple and the Team Member; and
 - (c) is signed by Apple 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) includes details of:
 - (i) the terms of the Enterprise 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
 - (e) states the day on which the arrangement commences.
4. Apple must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. Apple 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 Apple and the Team Member agree in writing — at any time.

Schedule D

Consultation Procedure

- (1) This term applies if Apple:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Team Members; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Team Members.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) Apple must notify the relevant Team Members of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant Team Members may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and
 - (b) the Team Member or Team Members advise Apple of the identity of the representative;Apple must recognise the representative.
- (5) As soon as practicable after making its decision, Apple must:
 - (a) discuss with the relevant Team Members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Team Members; and
 - (iii) measures Apple is taking to avert or mitigate the adverse effect of the change on the Team Members; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Team Members:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Team Members; and
 - (iii) any other matters likely to affect the Team Members.
- (6) However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Team Members.
- (7) Apple must give prompt and genuine consideration to matters raised about the major change by the relevant Team Members.

- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Apple, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Team Members if it results in:
- (a) the termination of the employment of Team Members; or
 - (b) major change to the composition, operation or size of the Apple's workforce or to the skills required of Team Members; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Team Members; or
 - (f) the need to relocate Team Members to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) Apple must notify the relevant Team Members of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant Team Members may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and
 - (b) the Team Member or Team Members advise Apple of the identity of the representative;
- Apple must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, Apple must:
- (a) discuss with the relevant Team Members the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Team Members:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Apple reasonably believes will be the effects of the change on the Team Members; and
 - (iii) information about any other matters that Apple reasonably believes are likely to affect the Team Members; and
 - (c) invite the relevant Team Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Team Members.

(15) Apple must give prompt and genuine consideration to matters raised about the change by the relevant Team Members.

(16) In this term:

relevant Team Members means the Team Members who may be affected by a change referred to in subclause (1).

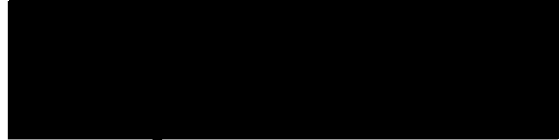
Execution

Signed for and on behalf of
Apple Pty Limited
by its duly authorised representative
in the presence of:



Signature of authorised representative

Signed by
Employee Representative



Signature of Employee Representative

STACEY KICKPATRICK BROWN

Name of authorised representative
(please print)

MARKET DIRECTOR

Capacity

2/5/2014

Date

LEVEL 16, 77 KING STREET

Address SYDNEY, NSW 2000

MIKE WALKER

Name of authorised representative
(please print)

GENERAL MANAGER (FLAG LEADER)

Capacity

2/5/14

Date

LV 16 77 KING STREET SYDNEY

Address

AG2014/5899 - IN THE FAIR WORK COMMISSION

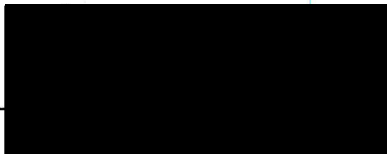
UNDERTAKING OF APPLE PTY LIMITED PURSUANT TO APPLE RETAIL ENTERPRISE AGREEMENT 2014

Apple Pty Limited hereby undertakes the following in relation to the Apple Retail Enterprise Agreement 2014 (*the Agreement*):

- **Insert at the end of clause 1.6 of the Agreement:** *"The Agreement will be read in conjunction with the National Employment Standards as set out in the Fair Work Act 2009 (Cth)."*

This undertaking is signed by, Bernard Ryan, Employee Relations Manager, on behalf of the employer, Apple Pty Limited, Level 16, 77 King Street, Sydney NSW, 2000.

Signed: _____



Dated: 3 June 2014

Annexure IA-2 (re [13])

Retail role	Total employees	Full time	Part time
Ops Specialist	214	82	132
Specialist	798	193	605
Store Admin Specialist	1	1	0
Technical Specialist	331	86	245
Business Expert	41	38	3
Creative	63	18	45
Genius Admin	114	58	56
Operations Expert	32	31	1
People Operations Planner	24	20	4
Programming Expert	1	1	0
Technical Expert	249	118	131
Expert	90	66	24
	1958	712	1246
Business Pro	25	25	0
Creative Pro	58	49	9
Genius	339	222	117
Pro	47	42	5
Tech and Merch Pro	23	23	0
Lead	53	45	8
Lead Creative	1	1	0
Lead Genius	49	49	0
Operations Lead	26	25	1
	621	481	140
Manager	130	119	11
Senior Manager	57	53	4
Store Leader	22	22	0
	209	194	15
	2788	1387	1401

IA-3

General Retail Industry Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 May 2023 ([PR751031](#)).

Clause(s) affected by the most recent variation(s):

28—Annual leave

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[Varied by [PR746868](#), [PR747326](#), [PR750473](#)]

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This is the *General Retail Industry Award 2020*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.

2. Definitions

[Varied by [PR733977](#), [PR750473](#)]

In this award:

Act means the [Fair Work Act 2009](#) (Cth).

adult apprentice means an apprentice who is 21 years of age or over at the start of their apprenticeship.

adult employee means an employee who is 21 years of age or over.

[Definition of **casual employee** inserted by [PR733977](#) from 27Sep21]

casual employee has the meaning given by section 15A of the [Act](#).

community pharmacy means a business to which all of the following apply:

- (a) the business is established wholly or partly for compounding or dispensing prescriptions for, or selling medicines or drugs to, the general public from the premises on which the business is conducted, whether or not other goods are so sold from those premises; and
- (b) if required to be registered under legislation for the regulation of pharmacies in force in the place in which the premises on which the business is conducted are located, the business is so registered; and
- (c) the business is not owned by a hospital or other public institution or operated by government.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009](#) (Cth).

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

fast food operations means an operation taking orders for, preparing, selling or delivering any of the following (or doing any combination of 2 or more of those things):

- (a) food or beverages sold primarily for consumption away from the point of sale; or
- (b) food or beverages packaged, sold or served in such a way as to allow them to be consumed away from the point of sale should the customer so decide; or
- (c) food or beverages sold or served in food courts, shopping centres or retail complexes, excluding coffee shops, cafes, bars and restaurants that primarily provide a sit down service.

general retail industry is defined in clause 4.2.

immediate family has the meaning given by section 12 of the [Act](#).

junior employee means an employee who is less than 21 years of age.

[Definition of **long term casual employee** deleted by [PR733977](#) from 27Sep21]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

National Employment Standards, see [Part 2-2](#) of the [Act](#). Divisions 3 to 12 of Part 2-2 of the [Act](#) constitute the **National Employment Standards**. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);

[Paragraph (ba) inserted by [PR733977](#) ppc 27Sep21]

- (ba) offers and requests for casual conversion (Division 4A);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);

[Paragraph (e) varied by [PR750473](#) ppc 15Mar23]

- (e) personal/carer's leave, compassionate leave and paid family and domestic violence leave (Division 7);

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- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

on-hire means the on-hire of an employee by their employer to a client, where the employee works under the general guidance and instruction of the client or a representative of the client.

[Definition of **regular casual employee** inserted by [PR733977](#) from 27Sep21]

regular casual employee has the meaning given by section 12 of the [Act](#).

shiftworker means an employee to whom Part 6—Shiftwork applies.

shop with departments or sections means a shop that has a clearly distinguishable department or section staffed by a manager and at least 3 subordinate employees who work solely or predominantly in that department or section.

standard hourly rate means the minimum hourly rate for a Retail Employee Level 4 in **Table 4—Minimum rates**.

standard weekly rate means the minimum weekly rate for a Retail Employee Level 4 in **Table 4—Minimum rates**.

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

Table 1—Facilitative provisions means the Table in clause 7.2.

Table 2—Span of hours means the Table in clause 15.1.

Table 3—Entitlements to meal and rest break(s) means the Table in clause 16.2.

Table 4—Minimum rates means the Table in clause 17.1.

Table 5—Junior rates (retail employee levels 1, 2 and 3 only) means the Table in clause 17.2.

Table 6—4 year apprentice minimum rates (pre-January 2014 start) means the Table in clause 17.3(a).

Table 7—4 year apprentice minimum rates (start January 2014 or later) means the Table in clause 17.3(b).

Table 8—3 year apprentice minimum rates (pre-January 2014 start) means the Table in clause 17.3(c).

Table 9—3 year apprentice minimum rates (start January 2014 or later) means the Table in clause 17.3(d).

Table 10—Overtime rates means the Table in clause 21.2(e).

Table 11—Penalty rates means the Table in clause 22.1.

Table 12—Period of notice means the Table in clause 37.1.

video shop means a business the primary function of which is the hire to the public of videos, DVDs or electronic games.

3. The National Employment Standards and this award

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3** The employer must ensure that copies of this award and of the [NES](#) are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1** This industry award covers, to the exclusion of any other modern award:
 - (a) employers in the general retail industry throughout Australia; and
 - (b) employees (with a classification defined in defined in Schedule A—Classification Definitions) of employers mentioned in clause 4.1(a).
- 4.2** **general retail industry** means the retail sale or hire of goods or services for personal, household or business consumption including:
 - (a) clothing; and
 - (b) food; and
 - (c) furniture and household goods; and
 - (d) personal and recreational goods; and
 - (e) bakery shops at which the predominant activity is baking products for sale on the premises; and
 - (f) the provision of repair services for household equipment; and
 - (g) the provision of customer information or assistance at retail complexes; and

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- (h) the delivery of newspapers by employees of a newsagent, but excluding the following that are covered by other awards:
- (i) the retail sale or hire of goods or services by any of the following:
- (i) community pharmacies; or
 - (ii) pharmacies in hospitals or other institutions providing an in-patient service; or
 - (iii) hair and beauty establishments; or
 - (iv) stand-alone butcher shops; or
 - (v) stand-alone nurseries; or
 - (vi) manufacturing or processing establishments other than seafood processing establishments; and
- (j) hair and beauty work undertaken in the theatrical, amusement or entertainment industries; and
- (k) clerical functions performed away from a retail establishment; and
- (l) warehousing and distribution; and
- (m) motor vehicle retailing and motor vehicle fuel and parts retailing; and
- (n) restaurants, cafes, hotels, motels or fast food operations; and
- (o) building, construction, installation, repair or maintenance contractors engaged to perform work at a retail establishment.

4.3 This industry award also covers:

- (a) on-hire employees working in the general retail industry (with a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and
- (b) apprentices or trainees employed by a group training employer and hosted by an employer covered by this award to work in the general retail industry (with a classification defined in Schedule A—Classification Definitions) at a location where the employees mentioned in clause 4.1(b) also perform work and the group training employers of those apprentices or trainees.

4.4 However, this industry award does not cover any of the following:

- (a) employees excluded from award coverage by the [Act](#); or
- NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument or their employers; or

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- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award or their employers; or
- (d) employers covered by any of the following awards:
 - (i) the *Fast Food Industry Award 2010*; or
 - (ii) the *Meat Industry Award 2020*; or
 - (iii) the *Hair and Beauty Industry Award 2010*; or
 - (iv) the *Pharmacy Industry Award 2020*.

4.5 If an employer is covered by more than one award, an employee of that employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the general retail industry who is not covered by this industry award may be covered by an award with occupational coverage.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

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- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the [Act](#) then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 36—Dispute resolution.

7. Facilitative provisions

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
15.6(g)(v)	Length of work cycle	an individual employee
15.6(j)	Rosters—number of days in work cycle	an individual employee
15.6(k)	Rosters—length of shift	an individual employee
15.6(l)	Substitution of rostered days off	the majority of employees
15.6(m)	Banking of rostered days off	an individual employee
15.7(d)	Rosters—minimum consecutive days off	an individual employee
15.8(b)	Employees regularly working Sundays	an individual employee
16.6(d)	Breaks between work periods	an individual employee or a group of employees
19.11(b)	Recall allowance	an individual employee
21.3	Time off instead of payment for overtime	an individual employee
22.2	Additional provisions for work on public holidays	an individual employee
25.3(d)	Substitution of public holiday shift – shiftwork	an individual employee
28.8	Annual leave in advance	an individual employee

Clause	Provision	Agreement between an employer and:
28.9	Cashing out of annual leave	an individual employee
33.2	Substitution of public holidays by agreement	an individual employee

7.3 The agreement must be kept by the employer as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

- (a) a full-time employee; or
- (b) a part-time employee; or
- (c) a casual employee.

8.2 At the time of engaging an employee, the employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

8.3 Moving between types of employment

- (a) A full-time or casual employee can only become a part-time employee with the employee’s written consent.
- (b) Moving to part-time employment does not affect the continuity of any leave entitlements.
- (c) A full-time employee:
 - (i) may request to become a part-time employee; and
 - (ii) if that request is granted by the employer, may return to full-time employment at a future date agreed in writing with the employer.

9. Full-time employees

An employee who is engaged to work an average of 38 ordinary hours per week in accordance with an agreed hours of work arrangement is a full-time employee.

NOTE: The hours of work arrangement is agreed between the employer and the employee. See clause 15.6 (Ordinary hours of work).

10. Part-time employees

[Substituted by [PR731097](#) ppc 01Jul21]

- 10.1** An employee who is engaged to work for fewer than 38 ordinary hours per week and whose hours of work are reasonably predictable, is a part-time employee.
- 10.2** An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.
- 10.3** This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.
- 10.4** A part-time employee is entitled to payments in respect of annual leave and personal/carer’s leave on a proportionate basis.
- 10.5** At the time of engaging a part-time employee, the employer must agree in writing with the employee on a regular pattern of work that must include all of the following:
- (a) the number of hours to be worked on each particular day of the week (the **guaranteed hours**); and
 - (b) the times at which the employee will start and finish work each particular day; and
 - (c) when meal breaks may be taken and their duration.

NOTE: An agreement under clause 10.5 could be recorded in writing including through an exchange of emails, text messages or by other electronic means.

10.6 Changes to regular pattern of work by agreement

The employer and the employee may agree to vary the regular pattern of work agreed under clause 10.5 on a temporary or ongoing basis, with effect from a future date or time. Any such agreement must be recorded in writing:

- (a) if the agreement is to vary the employee’s regular pattern of work for a particular rostered shift – before the end of the affected shift; and
- (b) otherwise – before the variation takes effect.

NOTE 1: An agreement under clause 10.6 could be recorded in writing including through an exchange of emails, text messages or by other electronic means.

NOTE 2: An agreement under clause 10.6 cannot result in the employee working 38 or more ordinary hours per week.

EXAMPLE: Sonya’s guaranteed hours include 5 hours work on Mondays. During a busy Monday shift, Sonya’s employer sends Sonya a text message asking her to vary her guaranteed hours that day to work 2 extra hours at ordinary rates (including any penalty rates). Sonya is happy to agree and replies by text message confirming that she agrees. The variation is agreed before Sonya works the extra 2 hours. Sonya’s regular pattern of work has been temporarily varied under clause 10.6. She is not entitled to overtime rates for the additional 2 hours.

- 10.7** The employer must keep a copy of any agreement under clause 10.5, and any variation of it under clause 10.6 or 10.11, and, if requested by the employee, give another copy to the employee.
- 10.8** For any time worked in excess of their guaranteed hours agreed under clause 10.5 or as varied under clause 10.6 or clause 10.11, the part-time employee must be paid at the overtime rate specified in **Table 10—Overtime rates**.
- 10.9** The minimum daily engagement for a part-time employee is 3 consecutive hours.
- 10.10** **Changes to regular pattern of work by employer**

- (a) An employee's regular pattern of work agreed under clause 10.5 or 10.6, other than the employee's guaranteed hours, may be changed by the employer giving the employee 7 days, or in an emergency 48 hours, written notice of the change.
- (b) However, the regular pattern of work of a part-time employee must not be changed from week to week or fortnight to fortnight or to avoid any award entitlements. If the employer does so, the employee must be paid any award entitlements as if the regular pattern of work had not been changed.

NOTE 1: Clause 15.7 contains additional rostering provisions. Clause 35 contains requirements to consult with employees about roster changes.

NOTE 2: See clause 27—Rostering restrictions for the rosters of shiftworkers.

NOTE 3: An employee's guaranteed hours including the days on which those guaranteed hours are agreed to be worked can only be changed by agreement. See clause 10.6.

10.11 **Review of guaranteed hours**

- (a) If an employees' guaranteed hours are less than the ordinary hours that the employee has regularly worked in the previous 12 months, the employee may request in writing that the employer increase their guaranteed hours on an ongoing basis to reflect the ordinary hours regularly being worked.
- (b) An employee may only make a request under clause 10.11(a) once every 12 months.
- (c) The employer must respond in writing to the employee's request within 21 days.
- (d) The employer may refuse the request only on reasonable grounds.

EXAMPLE: Reasonable grounds to refuse the request may include the reason that the employee has regularly worked more ordinary hours than their guaranteed hours is temporary—for example where this is the direct result of another employee being absent on annual leave, long service leave or worker's compensation.

- (e) Before refusing a request under clause 10.11(c), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more

predictable hours of work and reasonably accommodate the employee's circumstances.

- (f) If the employer and employee agree on an increase to the employee's guaranteed hours, the employer's written response must record the agreed increase.
- (g) If the employer and employee do not reach agreement, the employer's written response must include details of the reasons for the refusal, including the ground or grounds for refusal and how the ground or grounds apply.

NOTE: If the employer and employee agree in writing to increase the employee's guaranteed hours, this will vary the agreement under clause 10.5.

- (h) The employer and employee may seek to resolve a dispute about a request under clause 10.11(a) in accordance with clause 36—Dispute resolution.

NOTE: This could include a dispute about whether the employer's refusal of a request was reasonable, whether the employer discussed the request with the employee as required under clause 10.11(e), or whether the employer responded in writing to the request as required under clauses 10.11(c), (f) or (g).

11. Casual employees

[Varied by [PR733977](#), [PR735945](#)]

[11.1 deleted by [PR733977](#) from 27Sep21]

[11.2 deleted by [PR733977](#) from 27Sep21]

[11.3 renumbered as 11.1 by [PR733977](#) from 27Sep21]

- 11.1** An employer must pay a casual employee for each hour worked a loading of **25%** on top of the minimum hourly rate otherwise applicable under clause 17—Minimum rates.

NOTE 1: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the [NES](#). See Part 2-2 of the [Act](#).

NOTE 2: Overtime rates applicable to casuals are set out in **Table 10—Overtime rates**.

NOTE 3: Penalty rates applicable to casuals are set out in **Table 11—Penalty rates**.

[11.4 renumbered as 11.2 by [PR733977](#) from 27Sep21; substituted by [PR735945](#) ppc 06Dec21]

- 11.2** The minimum daily engagement of a casual employee is 3 hours, or 1.5 hours' in the circumstances set out in clause 11.3.

[11.5 renumbered as 11.3 by [PR733977](#) from 27Sep21]

- 11.3** The circumstances are:

- (a) the employee is a full-time secondary school student; and

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- (b) the employee is engaged to work between 3:00 pm and 6:30 pm on a day on which the employee is required to attend school; and
- (c) the employee, with the approval of the employee's parent or guardian, agrees to work for fewer than 3 hours; and
- (d) employment for a longer period than the agreed period is not possible either because of the operational requirements of the employer or the unavailability of the employee.

[11.6 renumbered as 11.4 by [PR733977](#) from 27Sep21]

11.4 An employer must pay a casual employee at the end of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.

11.5 Offers and requests for casual conversion

[11.5 inserted by [PR733977](#) from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the [NES](#).

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 36—Dispute resolution.

[11.7 deleted by [PR733977](#) from 27Sep21]

12. Apprentices

12.1 An employer may engage apprentices.

12.2 Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged.

12.3 This award applies to an apprentice in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.

12.4 An employer must pay an apprentice in accordance with clause 17.3—Apprentice rates or, for an adult apprentice, 17.4—Adult apprentices.

12.5 Except in an emergency, an employer must not require an apprentice to work overtime or shiftwork at any time that would prevent their attendance at training in accordance with their training contract.

12.6 Training

(a) An employer must release an apprentice from work to attend training or any assessment in accordance with their training contract without loss of pay or continuity of employment.

(b) Subject to Schedule D—School-based Apprentices, time spent by an apprentice in attending training or any assessment in accordance with their training contract is to be regarded as time worked for the employer for the purpose of

calculating the apprentice's wages and determining the apprentice's employment conditions.

- (c) An employer must reimburse an apprentice for all fees paid by the apprentice themselves to a registered training organisation (RTO) for courses that the apprentice is required to attend, and all costs incurred by the apprentice in purchasing textbooks (not provided or otherwise made available by the employer) that the apprentice is required to study, for the purposes of the apprenticeship.
- (d) The employer must make any reimbursement required under clause 12.6(c) by whichever of the following is the later:
 - (i) 6 months after the start of the apprenticeship; or
 - (ii) 6 months after the relevant stage of the apprenticeship; or
 - (iii) 3 months after the start of the training provided by the RTO.
- (e) Reimbursement under clause 12.6(c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.

12.7 Block release training

- (a) Clause 12.7 applies to an apprentice who is required to attend block release training in accordance with their training contract.
- (b) If the training requires an overnight stay, the employer must pay for the reasonable travel costs incurred by the apprentice in travelling to and from the training.
- (c) The employer is not obliged to pay costs under clause 12.7(b) if the apprentice could have attended training at a closer venue and attending the more distant training had not been agreed between the employer and the apprentice.
- (d) Reasonable travel costs in clause 12.7(b) include:
 - (i) the total cost of reasonable transportation (including transportation of tools, where required) to and from the training; and
 - (ii) accommodation costs; and
 - (iii) reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace.
- (e) Reasonable costs in clause 12.7(b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training.
- (f) The amount an employer must pay under clause 12.7(b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme.
- (g) The employer may only make a reduction under clause 12.7(f) for an amount that an apprentice was eligible to receive, but did not receive, if the employer

advised the apprentice in writing of the availability of the assistance and the apprentice chose not to seek it.

13. Junior employees

NOTE: Junior employee is defined in clause 2—Definitions.

- 13.1 An employer may engage junior employees.
- 13.2 An employer must pay a junior employee in accordance with **Table 5—Junior rates (retail employee levels 1, 2 and 3 only)**.

14. Classifications

- 14.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.
- 14.2 The classification by the employer must be based on the skill level as determined by the employer that the employee is required to exercise in order to carry out the principal functions of the employment.
- 14.3 Employers must notify employees in writing of their classification and of any change to it.

Part 3—Hours of Work

15. Ordinary hours of work and rostering arrangements

[Varied by [PR731097](#)]

- 15.1 Ordinary hours may be worked by an employee on the day specified in column 1 during the span of ordinary hours specified in column 2 of **Table 2—Span of hours**.

Table 2—Span of hours

Column 1 Days	Column 2 Span of hours
Monday to Friday, inclusive	7.00 am – 9.00 pm
Saturday	7.00 am – 6.00 pm
Sunday	9.00 am – 6.00 pm

- 15.2 However, ordinary hours may be worked:
 - (a) from 5:00 am in a newsagency; or
 - (b) until midnight in a video shop; or
 - (c) until 11.00 pm if the trading hours of the establishment extend beyond 9.00 pm on a Monday to Friday or 6.00 pm on a Saturday or Sunday.

- 15.3** Ordinary hours of work on any day are continuous, except for rest breaks and meal breaks as specified in clause 16—Breaks.
- 15.4** Subject to clause 15.5, the maximum number of ordinary hours that can be worked on any day is 9.
- 15.5** An employer may roster an employee to work up to 11 ordinary hours on one day per week.
- 15.6 Full-time employees**
- (a) In each establishment an assessment must be made as to the kind of arrangement for working the average of 38 ordinary hours per week required for full-time employment that best suits the business of the establishment.
 - (b) Either the employer or the employee may initiate the making of an assessment.
 - (c) An assessment cannot be made more frequently than once per year.
 - (d) Any proposed arrangement arising out of the making of an assessment must be discussed with the affected employees with the objective of reaching agreement on it.
 - (e) Different groups of employees may be subject to different arrangements.
 - (f) An arrangement may provide for a full-time employee to be rostered to work the required number of hours in any of the ways mentioned in clause 15.6(g) and may adopt any of the options mentioned in clause 15.6(h) for working the average of 38 hours per week.
 - (g) The ways are:
 - (i) working 38 hours per week; or
 - (ii) working 76 hours over 2 consecutive weeks; or
 - (iii) working 114 hours over 3 consecutive weeks; or
 - (iv) working 152 hours over 4 consecutive weeks; or
 - (v) working an average of 38 hours per week over a longer period agreed between the employer and the employee.
 - (h) The options are:
 - (i) working 5 days of 7 hours and 36 minutes each per week; or
 - (ii) working days of varying length per week; or
 - (iii) taking 4 hours off per fortnight in addition to the rostered day off; or
 - (iv) taking a fixed day off per 4 week cycle; or
 - (v) taking a rotating day off per 4 week cycle; or

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- (vi) having an accumulating day off per 4 week cycle with a maximum of 5 days being accumulated over 5 such cycles.
- (i) In an establishment at which at least 15 employees are employed per week on a regular basis, the employer must not roster an employee to work ordinary hours on more than 19 days per 4 week cycle.
- (j) Clause 15.6(i) is subject to any agreement to the contrary between the employer and an individual employee.
- (k) By agreement between the employer and an individual employee, the employee may be rostered to work:
 - (i) not more than 4 hours on one day per 2 week cycle; or
 - (ii) not more than 6 hours on one day per week; or
 - (iii) not more than 7 hours and 36 minutes on any day.
- (l) Substitution of rostered days off**
 - (i) With the agreement of the majority of affected employees, an employer may substitute another day or half day for a rostered day or half day off of an employee in any of the following circumstances:
 - a machinery breakdown; or
 - an electrical power shortage or breakdown; or
 - an unexpected spike in the work required to be performed by the business; or
 - another emergency situation.
 - (ii) A rostered day off may be changed by the employer and an employee by mutual agreement.
- (m) Banking of rostered days off**
 - (i) By agreement between the employer and an employee, up to 5 rostered days off may be banked in any one year.
 - (ii) A banked rostered day off may be taken at a time that is mutually convenient to the employer and the employee.

15.7 Rostering arrangements

- (a) A roster period cannot exceed 4 weeks except by agreement in clause 15.6(g)(v).
- (b) The employer must not roster an employee to work ordinary hours on more than 5 days per week, except as provided by clause 15.7(c).
- (c) The employer may roster an employee to work ordinary hours on 6 days in one week if the employee is rostered to work ordinary hours on no more than 4 days in the following week.

(d) Consecutive days off

- (i)** The employer must roster an employee to work ordinary hours in such a way that they have 2 consecutive days off per week or 3 consecutive days off per 2 week cycle.
- (ii)** Clause 15.7(d)(i) is subject to any agreement for different arrangements entered into between the employer and an individual employee at the written request of the employee.
- (iii)** Different arrangements agreed under clause 15.7(d)(ii) must be recorded in the time and wages record.
- (iv)** The employee may end an agreement under clause 15.7(d)(ii) at any time by giving the employer 4 weeks' notice.
- (v)** An employee cannot be required as a condition of employment to make a request under clause 15.7(d)(ii).

(e) Consecutive days of work

The maximum number of consecutive days on which an employee may work (whether ordinary hours or reasonable additional hours) is 6.

15.8 Employees regularly working Sundays

- (a)** The employer must roster an employee who regularly works Sundays in such a way that they have 3 consecutive days off (including Saturday and Sunday) per 4 week cycle.
- (b)** Clause 15.8(a) is subject to any agreement for different arrangements entered into by the employer and an individual employee at the written request of the employee.
- (c)** Different arrangements agreed under clause 15.8(b) must be recorded in the time and wages record.
- (d)** The employee may end an agreement under clause 15.8(b) by giving the employer 4 weeks' notice.
- (e)** An employee cannot be required as a condition of employment to agree to an arrangement under clause 15.8(b).

15.9 Notification of rosters

[15.9 substituted by [PR731097](#) ppc 01Jul21]

- (a)** The employer must ensure that the work roster is available to all employees, either exhibited on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- (b)** The roster must show for each employee:
 - (i)** the number of ordinary hours to be worked by them each week; and
 - (ii)** the days of the week on which they will work; and

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- (iii) the times at which they start and finish work.
- (c) The employer must retain a copy of each completed work roster for at least 12 months and produce it, on request, for inspection to an authorised person.
- (d) Due to unexpected operational requirements, the roster of an employee other than a part-time employee may be changed by mutual agreement by the employer and the employee at any time before the employee arrives for work.

NOTE 1: Clause 10.6 deals with when the roster of a part-time employee may be changed by mutual agreement.

NOTE 2: Clause 35 contains requirements to consult with employees about roster changes.

- (e) For employees other than part-time employees, the employer may make permanent roster changes at any time by giving the employee at least 7 days' written notice of the change. If the employee disagrees with the change, the period of written notice of the change required to be given is extended to at least 14 days in total.

NOTE: Clause 10.10 deals with when the roster of a part-time employee may be changed by their employer.

- (f) The employer and employee may seek to resolve a dispute about a roster change in accordance with clause 36—Dispute resolution.
- (g) Clause 15.9(h) applies to an employee other than a part-time employee whose roster is changed in a particular week for a one-off event that does not constitute an emergency and then reverts to the previous roster in the following week.
- (h) The employer must pay the employee at the overtime rate specified in **Table 10—Overtime rates** for any extra time worked by the employee because of the roster change in clause 15.9(g).
- (i) An employer must not change the roster of an employee with the intention of avoiding payment of shiftwork or penalty rates, loadings or other applicable benefits. If the employer does so, the employee must be paid any shiftwork or penalty rates, loadings or benefits as if the roster had not been changed.

NOTE: See clause 27—Rostering restrictions for the rosters of shiftworkers.

16. Breaks

- 16.1 Clause 16 gives an employee an entitlement to meal breaks and rest breaks.

- 16.2** An employee who works the number of hours in any one shift specified in column 1 of **Table 3—Entitlements to meal and rest break(s)** is entitled to a rest break or rest breaks as specified in column 2 or a meal break or meal breaks as specified in column 3.

Table 3—Entitlements to meal and rest break(s)

Column 1 Hours worked per shift	Column 2 Breaks	Column 3 Meal breaks
4 or more but no more than 5	One 10 minute paid rest break	
More than 5 but less than 7	One 10 minute paid rest break	One unpaid meal break of at least 30 minutes and not more than 60 minutes
7 or more but less than 10	Two 10 minute paid rest breaks (one to be taken in the first half of the shift and one in the second half)	One unpaid meal break of at least 30 minutes and not more than 60 minutes
10 or more	Two 10 minute paid rest breaks (one to be taken in the first half of the shift and one in the second half)	Two unpaid meal breaks of at least 30 minutes and not more than 60 minutes

NOTE 1: An employee who works less than 4 hours in a shift has no entitlement to a paid rest break.

NOTE 2: The rest breaks and meal breaks of shiftworkers are paid. See clause 26—Rest breaks and meal breaks.

- 16.3** The timing of rest and meal breaks and their duration are to be included in the roster and are subject to the roster provisions of this award.
- 16.4** In rostering rest and meal breaks, the employer must seek to ensure that the employee has meaningful breaks during work hours.
- 16.5** An employer cannot require an employee:
- (a) to take a rest break or meal break within the first or the last hour of work; or
 - (b) to take a rest break combined with a meal break; or
 - (c) to work more than 5 hours without taking a meal break.
- 16.6 Breaks between work periods**
- (a) An employee must have a minimum break of 12 hours between when the employee finishes work on one day and starts work on the next.

- (b) If an employee starts work again without having had 12 hours off work, the employer must pay the employee at the rate of **200%** of the rate they would be entitled to until the employee has a break of 12 consecutive hours.
- (c) The employee must not suffer any loss of pay for ordinary hours not worked during the period of a break required by clause 16.6.
- (d) The employer and an individual employee or a group of employees may agree that clause 16.6 is to have effect as if it provided for a minimum break of 10 hours.

Part 4—Wages and Allowances

17. Minimum rates

[Varied by [PR718821](#), [PR726419](#); corrected by [PR725977](#); varied by [PR728848](#), [PR730833](#), [PR729257](#), [PR731018](#), [PR733977](#), [PR740678](#)]

17.1 Adult rates

[17.1 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

An employer must pay an adult employee (other than an apprentice) the minimum hourly rate specified in column 3 or for a full-time employee the minimum weekly rate specified in column 2, in accordance with the employee classification specified in column 1 of **Table 4—Minimum rates**.

NOTE 1: Adult employee is defined in clause 2—Definitions.

NOTE 2: Provision for calculating rates for a junior employee is at clause 17.2.

NOTE 3: Clause 25—Rate of pay for shiftwork sets out rates of pay for shiftwork.

NOTE 4: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates including overtime, shiftwork and penalty rates.

Table 4—Minimum rates

Column 1 Employee classification	Column 2 Minimum weekly rate (full-time employee)	Column 3 Minimum hourly rate
	\$	\$
Retail Employee Level 1	888.50	23.38
Retail Employee Level 2	908.80	23.92
Retail Employee Level 3	922.90	24.29
Retail Employee Level 4	940.90	24.76
Retail Employee Level 5	979.60	25.78
Retail Employee Level 6	993.80	26.15

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Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Retail Employee Level 7	1043.60	27.46
Retail Employee Level 8	1086.00	28.58

17.2 Junior rates (retail employee levels 1, 2 and 3 only)

[17.2 renamed and substituted by [PR728848](#) ppc 01May21]

NOTE: Junior employee is defined in clause 2—Definitions.

An employer must pay a junior employee, who is classified as a retail employee level 1, 2 or 3 and aged as specified in column 1 of **Table 5—Junior rates (retail employee levels 1, 2 and 3 only)**, the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 4—Minimum rates**.

Table 5—Junior rates (retail employee levels 1, 2 and 3 only)

Column 1	Column 2
Age	% of minimum rate
15 years of age and under	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age and employed by the employer for 6 months or less	90%
20 years of age and employed by the employer for more than 6 months	100%

17.3 Apprentice rates

- (a) An employer must pay an apprentice completing a 4 year apprenticeship who began the apprenticeship before 1 January 2014 the minimum percentage specified in column 2 of the [standard weekly rate](#) in accordance with the year of the apprenticeship specified in column 1 of **Table 6—4 year apprentice minimum rates (pre-January 2014 start)**.

Table 6—4 year apprentice minimum rates (pre-January 2014 start)

Column 1	Column 2
Year of apprenticeship	% of the standard weekly rate
1st year	50%

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Column 1	Column 2
Year of apprenticeship	% of the standard weekly rate
2nd year	60%
3rd year	80%
4th year	90%

- (b) An employer must pay an apprentice completing a 4 year apprenticeship who began the apprenticeship on 1 January 2014 or later the minimum percentage specified in column 2 or, for an apprentice who has completed year 12, the minimum percentage specified in column 3 of the [standard weekly rate](#) in accordance with the year of the apprenticeship specified in column 1 of **Table 7—4 year apprentice minimum rates (start January 2014 or later)**.

Table 7—4 year apprentice minimum rates (start January 2014 or later)

Column 1	Column 2	Column 3
Year of apprenticeship	% of the standard weekly rate if apprentice has not completed year 12	% of the standard weekly rate if apprentice has completed year 12
1st year	50%	55%
2nd year	60%	65%
3rd year	80%	80%
4th year	90%	90%

- (c) An employer must pay an apprentice completing a 3 year apprenticeship who began the apprenticeship before 1 January 2014 the minimum percentage specified in column 2 of the [standard weekly rate](#) in accordance with the year of the apprenticeship specified in column 1 of **Table 8—3 year apprentice minimum rates (pre-January 2014 start)**.

Table 8—3 year apprentice minimum rates (pre-January 2014 start)

Column 1	Column 2
Year of apprenticeship	% of the standard weekly rate
1st year	50%
2nd year	60%
3rd year	80%

- (d) An employer must pay an apprentice completing a 3 year apprenticeship who began the apprenticeship on 1 January 2014 or later the minimum percentage specified in column 2 (or, for an apprentice who has completed year 12, the minimum percentage specified in column 3) of the [standard weekly rate](#) in accordance with the year of the apprenticeship specified in column 1 of **Table 9—3 year apprentice minimum rates (start January 2014 or later)**.

Table 9—3 year apprentice minimum rates (start January 2014 or later)

Column 1 Year of apprenticeship	Column 2 % of the standard weekly rate if apprentice has not completed year 12	Column 3 % of the standard weekly rate if apprentice has completed year 12
1st year	50%	55%
2nd year	60%	65%
3rd year	80%	80%

17.4 Adult apprentices

NOTE: Adult apprentice is defined in clause 2—Definitions.

- (a) An employer must pay a first year adult apprentice who began the apprenticeship on 1 January 2014 or later and is in the first year of their apprenticeship at not less than whichever of the following is the greater:
 - (i) **80%** of the [standard weekly rate](#); or
 - (ii) the rate in either **Table 7—4 year apprentice minimum rates (start January 2014 or later)** or **Table 9—3 year apprentice minimum rates (start January 2014 or later)**, as applicable, for the first year of the apprenticeship.
- (b) An employer must pay an adult apprentice who commenced on 1 January 2014 or later and is in the second or a subsequent year of the apprenticeship at not less than whichever of the following is the greater:
 - (i) the lowest rate in **Table 4—Minimum rates**; or
 - (ii) the rate in either **Table 7—4 year apprentice minimum rates (start January 2014 or later)** or **Table 9—3 year apprentice minimum rates (start January 2014 or later)**, as applicable, for the relevant year of the apprenticeship.

[17.4(c) varied by [PR733977](#) from 27Sep21]

- (c) Clause 17.4(d) applies to an employee who, immediately before entering into a training agreement as an adult apprentice with an employer, had been employed by the employer as a full-time employee for not less than 6 months, or as a part-time or regular casual employee for not less than 12 months.
- (d) The minimum rate that was applicable to the employee immediately before the person entered into the training agreement continues to be applicable to the employee throughout the apprenticeship.

17.5 Higher duties

- (a) An employer must pay an employee who performs for more than 2 hours on any particular day or shift duties of a classification higher than the employee's ordinary classification, the minimum hourly rate specified in column 3 of

Table 4—Minimum rates for that higher classification for the whole of that day or shift.

- (b) An employer must pay an employee who performs for 2 hours or less on any particular day or shift duties of a classification higher than the employee’s ordinary classification, the minimum hourly rate specified in column 3 of **Table 4—Minimum rates** for that higher classification for the time during which those duties were performed.

17.6 Supported wage system

For employees who, because of the effects of a disability, are eligible for a supported wage, see Schedule E—Supported Wage System.

17.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[17.7(b) varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2022. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *General Retail Industry Award 2020* and not the *Miscellaneous Award 2020*.

[Note inserted by [PR723829](#); deleted by [PR726419](#); inserted by [PR730833](#); deleted by [PR731018](#) ppc 01Sep21]

18. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 18.1 The employer may determine the pay period of an employee as being either weekly or fortnightly. However, if before 1 January 2010 the employer paid employees classified at Retail Employee Level 4 or above on a monthly pay cycle, the employer may continue that arrangement.

- 18.2 Wages must be paid for a pay period according to the number of hours worked by the employee in the period or they may be averaged over a fortnight.

18.3 Pay day

- (a) Wages must be paid on a regular pay day.
- (b) Employers must notify employees in writing about which day is the regular pay day.
- (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks’ written notice.

18.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 18.4(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 18.4(b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

19. Allowances

[Varied by [PR718821](#), [PR718977](#); corrected by [PR725977](#); varied by [PR729257](#), [PR729444](#), [PR740678](#), [PR740850](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 19.1** Clause 19 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

19.2 Meal allowance

- (a) Clause 19.2 applies to an employee to whom all of the following apply:
 - (i) the employee is required to work overtime of more than one hour on any day after the time at which the employee ordinarily finishes work for the day; and

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- (ii) the employee was not given at least 24 hours' notice of that requirement; and
- (iii) the employee cannot reasonably return home for a meal within the period of the meal break.

(b) The employer must:

[19.2(b)(i) varied by [PR718977](#), [PR740850](#) ppc 01Jul22]

- (i) pay the employee a meal allowance of **\$20.01**; or
- (ii) supply the employee with a meal.

[19.2(c) varied by [PR718977](#), [PR740850](#) ppc 01Jul22]

- (c) If the number of hours worked under a requirement mentioned in clause 19.2(a)(i) exceeds 4, the employer must pay the employee a further meal allowance of **\$18.14**.

19.3 Special clothing allowance

- (a) In clause 19.3 **special clothing** means any article of clothing (including uniform, waterproof or other protective clothing) that the employer requires the employee to wear or that it is necessary for the employee to wear.
- (b) The employer must reimburse an employee who is required to wear special clothing for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.
- (c) If the employee is responsible for laundering any special clothing that is required to be worn by them, the employer must pay the employee a laundry allowance of:
 - (i) **\$6.25** per week for a full-time employee; and
 - (ii) **\$1.25** per shift for a part-time or casual employee.

19.4 Excess travelling costs

- (a) Clause 19.4 applies to an employee who is required to work at a place other than their usual place of work for a period of up to 3 weeks.
- (b) The employer must reimburse the employee any additional costs they incurred in travelling to and from the other place of work.

19.5 Travelling time reimbursement

- (a) Clause 19.5 applies to an employee who on any day is required to work at a place other than their usual place of work.
- (b) The employer must pay the employee at their ordinary rate of pay (or at **150%** of that rate on a Sunday or public holiday) for time spent travelling both ways between the employee's residence (or, if the employer provides transport from a pick up point, between that pick up point) and the other place of work in

excess of the time normally spent in travelling to and from their usual place of work.

- (c) The employer must also reimburse the employee any additional costs they incurred in travelling to and from the other place of work.

19.6 Moving expenses

- (a) Clause 19.6 applies if an employer transfers an employee from one township to another.
- (b) The employer must pay the total cost (including fares and other transport charges) of moving the employee and any member of the employee's immediate family who reside in the employee's household.

19.7 Motor vehicle allowance

[19.7 varied by [PR729444](#), [PR740850](#) ppc 01Jul22]

If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of **\$0.91** for each kilometre travelled.

19.8 Transport reimbursement

- (a) Clause 19.8 applies to an employee (other than a shiftworker) to whom each of the following applies:
 - (i) the employee starts work before 7.00 am or starts or finishes work after 10.00 pm; and
 - (ii) the employee's regular means of transport is not available; and
 - (iii) the employee is unable to arrange their own alternative means of transport; and
 - (iv) a proper means of transport to or from the employee's usual place of residence is not provided to, or arranged for, the employee by the employer at no cost to the employee.
- (b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle between the place of employment and the employee's usual place of residence.

19.9 Cold work allowance

- (a) Clause 19.9 applies to an employee who is principally employed on any day to enter cold chambers or to stock or refill refrigerated storages such as dairy cases or freezer cabinets.

[19.9(b) varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

- (b) The employer must pay the employee an allowance of **\$0.32** per hour while so employed.

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[19.9(c) varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

- (c) If a cold chamber in which the employee is required to work is below 0°C, the employer must pay the employee an additional allowance of **\$0.50** per hour while so employed.

19.10 First aid allowance

- (a) Clause 19.10 applies to an employee who:
 - (i) has a current first aid qualification from St John Ambulance Australia or a similar body; and
 - (ii) is appointed by the employer to perform first aid duty.

[19.10(b) varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

- (b) The employer must pay the employee an allowance of **\$12.23** per week.

19.11 Recall allowance

- (a) Clause 19.11 applies to an employee who for any reason is recalled to work by the employer to perform specific duties on a day on which they:
 - (i) have completed their normal roster; or
 - (ii) did not work.
- (b) Unless otherwise agreed between the employer and the employee, the employer must pay the employee at the appropriate rate of pay for whichever of the following is the greater:
 - (i) the time between when the employee leaves their place of residence until they return there;
 - (ii) 3 hours.

19.12 Liquor licence

[19.12 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

The employer must pay an employee who holds a liquor licence under a relevant State or Territory law an allowance of **\$29.17** per week.

19.13 Broken Hill

[19.13 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of **\$1.06** per hour.

20. Superannuation

20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clause 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clause 20.3(a) or 20.3(b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clause 20.3(a) or 20.3(b) to one of the following superannuation funds or its successor:

- (a) The Retail Employees Superannuation Trust (REST);
- (b) Sunsuper;
- (c) Statewide Superannuation Trust;

- (d) Tasplan;
- (e) MTAA Superannuation Fund;
- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clause 20.3(a) or 20.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

21. Overtime

[Varied by [PR723906](#); corrected by [PR724574](#); varied by [PR731097](#)]

21.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and clause 21.1, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 21.1 the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee’s personal circumstances, including family responsibilities;

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- (iii) the needs of the workplace or enterprise in which the employee is employed;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) any notice given by the employer of any request or requirement to work the additional hours;
- (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms in this award inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

21.2 Payment of overtime

[21.2(a) varied by [PR723906](#) ppc 20Nov20]

- (a) An employer must pay a full-time employee for hours worked in excess of the ordinary hours of work or outside the span of hours (excluding shiftwork) or outside the roster conditions prescribed in clause 15—Ordinary hours of work at the overtime rate specified in column 2 of **Table 10—Overtime rates**.

[21.2(b) substituted by [PR731097](#) ppc 01Jul21]

- (b) An employer must pay a part-time employee for hours worked in excess of their guaranteed hours as agreed in clause 10.5 or as varied under clause 10.6 or clause 10.11 at the overtime rate specified in column 2 of **Table 10—Overtime rates**.
- (c) An employer must pay a casual employee at the overtime rate specified in column 3 of **Table 10—Overtime rates** (inclusive of the casual loading) for hours worked by the casual employee:
 - (i) in excess of 38 ordinary hours per week or, if the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle; or
 - (ii) outside the span of ordinary hours for each day specified in clause 15.1 (Ordinary hours of work), subject to clause 15.2; or
 - (iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.

- (d) Overtime is calculated on a daily basis.
- (e) **Overtime rate**

An employer must pay an employee for overtime worked in accordance with clause 21.2 at the following rates:

Table 10—Overtime rates

Column 1 For overtime worked on	Column 2 Overtime rate Full-time and part-time employees % of minimum hourly rate of pay	Column 3 Overtime rate Casual employees % of minimum hourly rate of pay (inclusive of casual loading)
Monday to Saturday— first 3 hours	150%	175%
Monday to Saturday— after 3 hours	200%	225%
Sunday	200%	225%
Public holiday	250%	275%

[NOTE 1 varied by [PR723906](#) ppc 20Nov20]

NOTE 1: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

[NOTE 2 inserted by [PR723906](#) ppc 20Nov20; corrected by [PR724574](#) ppc 20Nov20]

NOTE 2: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.1 to the overtime rates for full-time and part-time employees prescribed by clause 21.2(e).

21.3 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 21.3 an employee who worked 2 overtime hours at the rate of **150%** is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time to be paid for overtime covered by an agreement under clause 21.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.3(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.3 will apply for overtime that has been worked.

NOTE: Clause 6—Requests for flexible working arrangements contains additional provisions to section 65 of the [Act](#) relating to requests for flexible working arrangements. If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee covered by an agreement under clause 21.3 has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.3.

22. Penalty rates

[Varied by [PR727385](#)]

NOTE: Clause 22 sets out penalty rates for hours worked at specified times or on specified days.

[22.1 varied by [PR727385](#) ppc 01Mar21]

22.1 An employer must pay an employee as follows for hours worked by the employee during a period, or on a day, specified in column 1 of **Table 11—Penalty rates**:

- (a) for a full-time or part-time employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the employee under **Table 4—Minimum rates**; or

- (b) for a casual employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee under **Table 4—Minimum rates**.

Table 11—Penalty rates

Column 1 Time of ordinary hours worked	Column 2 Full-time and part-time employees	Column 3 Casual employees
	% of minimum hourly rate	% of minimum hourly rate (inclusive of casual loading)
Monday to Friday—after 6.00 pm	125%	150%
Saturday—all ordinary hours	125%	150%
Sunday – all ordinary hours	150%	175%
Public holiday – all ordinary hours	225%	250%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.

22.2 Additional provisions for work on public holidays

An employer and a full-time or part-time employee may agree that, instead of the employee being paid at an additional **125%** of the minimum hourly rate of the employee under **Table 4—Minimum rates** for hours worked on a public holiday, the following arrangements are to apply:

- (a) the employee is to be paid at the minimum hourly rate of the employee under **Table 4—Minimum rates** for hours worked on the public holiday; and
- (b) an amount of paid time equivalent to the hours worked on the public holiday is to be added to the employee’s annual leave or the employee is to be allowed to take that time off within a period of 28 days after the public holiday. Time off not taken within that period of 28 days must be paid out.

Part 6—Shiftwork

23. Application of Part

23.1 Part 6 applies only to persons specifically employed to do shiftwork.

23.2 To avoid doubt, Part 6 does not apply to a person who is not employed to do shiftwork but who works additional hours or overtime.

24. What is shiftwork

- 24.1** For an employee (other than a baking production employee) **shiftwork** means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.
- 24.2** For a baking production employee **shiftwork** means a shift starting at or after midnight and before 6.00 am.
- 24.3** Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.
- 24.4** All hours of work on a shift are continuous.
- 24.5** All time between starting and finishing work on any shift counts and must be paid for as time worked.

25. Rate of pay for shiftwork

[Varied by [PR747326](#)]

25.1 Shiftwork rates

- (a) Any shiftwork between midnight Sunday and midnight Friday must be paid at the rate of **130%** of the minimum hourly rate for full-time and part-time employees and at **155%** of the minimum hourly rate for casual employees (inclusive of the casual loading).
- (b) Any shiftwork on a Saturday must be paid at the rate of **150%** of the minimum hourly rate for full-time and part-time employees and at **175%** of the minimum hourly rate for casual employees, inclusive of the casual loading.
- (c) Any shiftwork on a Sunday must be paid at the rate of **175%** of the minimum hourly rate for full-time and part-time employees and at **200%** of the minimum hourly rate for casual employees, inclusive of the casual loading.

25.2 Baking production employees—early morning shift rates

- (a) A baking production employee who begins a shift at or after 2.00 am and before 6.00 am is entitled to an early morning shift rate of **112.5%** of the minimum hourly rate for full-time and part-time employees and **137.5%** of the minimum hourly rate for casual employees, inclusive of the casual loading.
- (b) A baking production employee who begins a shift at or after midnight and before 2.00 am is entitled to a night shift rate of **130%** of the minimum hourly rate for full-time and part-time employees and **155%** of the minimum hourly rate for casual employees, inclusive of the casual loading.
- (c) The rates set out in clauses 25.2(a) and 25.2(b) apply instead of shiftwork rates and overtime payments for all hours up to 38 hours per week and 9 hours per day.

25.3 Public holiday shift rates

- (a) If an employee elects to work on a public holiday shift then the provisions set out in **Table 11—Penalty rates** apply for all hours of the shift.
- (b) A shift must be taken to be a public holiday shift if it begins on a public holiday but ends on a day that is not a public holiday.
- (c) An employee who elects not to work on a public holiday shift is entitled to be absent without loss of pay.

[25.3(d) substituted by [PR747326](#) ppc 14Nov22]

- (d) An employer and employee may agree to substitute another shift or part-shift for a shift or part-shift that would otherwise be on a public holiday under the [NES](#).
- (e) The provisions set out in **Table 11—Penalty rates** apply for all hours of the substitute shift.

26. Rest breaks and meal breaks

Despite clause 16.2 (Breaks), all rest breaks and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

27. Rostering restrictions

- 27.1 Shiftwork rosters cannot be varied so as to avoid the public holiday entitlements of shiftworkers.
- 27.2 Rosters of shiftworkers cannot be arranged so as to have them do both shiftwork and work that is not shiftwork in the same week.

Part 7—Leave and Public Holidays

28. Annual leave

[Varied by [PR751031](#)]

NOTE: Where an employee is receiving over-award payments resulting in the employee's base rate of pay being higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

- 28.1 Annual leave is provided for in the [NES](#). It does not apply to casual employees.

28.2 Additional paid annual leave for certain shiftworkers

- (a) Clause 28.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

- (b) The employee is a shiftworker for the purposes of the [NES](#) (entitlement to an additional week of paid annual leave).

28.3 Additional payment for annual leave

- (a) During a period of paid annual leave an employer must pay an employee an additional payment in accordance with clause 28.3 for the employee's ordinary hours of work in the period.
- (b) The additional payment is payable on leave accrued.
- (c) For an employee other than a shiftworker the additional payment is the greater of:
 - (i) **17.5%** of the employee's minimum hourly rate for all ordinary hours of work in the period; or
 - (ii) The employee's minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates as specified in clause 22—Penalty rates.
- (d) For a shiftworker the additional payment is the greater of:
 - (i) **17.5%** of the employee's minimum hourly rate for all ordinary hours of work in the period; or
 - (ii) The employee's minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates for shiftwork as specified in clause 25—Rate of pay for shiftwork.

28.4 Direction to take annual leave during shutdown

[28.4 renamed and substituted by [PR751031](#) ppc 01May23]

- (a) Clause 28.4 applies if an employer:
 - (i) intends to shut down all or part of its operation for a particular period (**temporary shutdown period**); and
 - (ii) wishes to require affected employees to take paid annual leave during that period.
- (b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 28.4(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- (d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

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- (e) A direction by the employer under clause 28.4(d):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 28.4(d).
- (g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 28.4(d), an employer and employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown.
- (h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 28.8.
- (i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 28.8, to which an entitlement has not been accrued, is to be taken into account.
- (j) Clauses 28.5 to 28.7 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 28.4.

28.5 Excessive leave accruals: general provision

NOTE: Clauses 28.5 to 28.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2–2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

28.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 28.6(a):

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- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 28.6(a) that is in effect.
 - (d) An employee to whom a direction has been given under clause 28.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 28.6(d) may result in the direction ceasing to have effect. See clause 28.6(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 28.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 28.6(a) that, when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 28.7(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7

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or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 28.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 28.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 28.7(a).

28.8 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 28.8 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 28.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.9.

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- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 28.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.9.

NOTE 3: An example of the type of agreement required by clause 28.9 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

29. Personal/carer's leave and compassionate leave

29.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

29.2 Subject to clause 29.3, casual employees are entitled to be absent from work (whether by making themselves unavailable for work or by leaving work) to care for a person who requires care or support because of:

- (a) illness or an injury; or
- (b) an emergency.

29.3 A casual employee may only be absent from work under clause 29.2 for a period of up to 48 hours.

29.4 With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 29.2 for longer than 48 hours.

29.5 A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 29.2.

30. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

31. Community service leave

Community service leave is provided for in the [NES](#).

32. Family and domestic violence leave

[32—Unpaid family and domestic violence leave renamed and substituted by [PR750473](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

33. Public holidays

[Varied by [PR747326](#)]

33.1 Public holiday entitlements are provided for in the [NES](#).

33.2 Substitution of public holidays by agreement

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

33.3 Payment for work on public holiday or substitute day

- (a) An employer must pay an employee who works on a public holiday or on a day that is substituted for a public holiday at the public holiday penalty rate set out in **Table 11—Penalty rates**.

- (b) If an employee works on both a public holiday and on a day that is substituted for the public holiday, the public holiday penalty rate is applicable to only one of those days. The employee may choose which one is to be paid at the public holiday penalty rate.
- (c) An employer must pay an employee who works on a part-day public holiday or the substitute part-day at the public holiday penalty rate set out in **Table 11—Penalty rates**.
- (d) If an employee works on both the part-day holiday and the substitute part-day, the public holiday penalty rate is applicable to only one of those days. The employee may choose which part-day is to be paid at the public holiday penalty rate.

[33.4 deleted by [PR747326](#) ppc 14Nov22]

Part 8—Consultation and Dispute Resolution

34. Consultation about major workplace change

- 34.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 34.2** For the purposes of the discussion under clause 34.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 34.3** Clause 34.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

- 34.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 34.1(b).
- 34.5** In clause 34 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 34.6** Where this award makes provision for alteration of any of the matters defined at clause 34.5, such alteration is taken not to have significant effect.

35. Consultation about changes to rosters or hours of work

- 35.1** Clause 35 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 35.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 35.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 35.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 35.4** The employer must consider any views given under clause 35.3(b).
- 35.5** Clause 35 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

36. Dispute resolution

- 36.1** Clause 36 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 36.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 36.3** If the dispute is not resolved through discussion as mentioned in clause 36.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 36.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 36.2 and 36.3, a party to the dispute may refer it to the Fair Work Commission.
- 36.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 36.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 36.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 36.
- 36.8** While procedures are being followed under clause 36 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 36.9** Clause 36.8 is subject to any applicable work health and safety legislation.

Part 9—Termination of Employment and Redundancy

37. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

37.1 Notice of termination by an employee

- (a) Clause 37.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 12—Period of notice** of at least the period specified in column 2

according to the period of continuous service of the employee specified in column 1.

Table 12—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 37.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 37.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 37.1(b), then no deduction can be made under clause 37.1(d).
- (f) Any deduction made under clause 37.1(d) must not be unreasonable in the circumstances.

37.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 37.2 is to be taken at times that are convenient to the employee after consultation with the employer.

38. Redundancy

[Varied by [PR728848](#)]

[Note inserted by [PR728848](#) ppc 01May21]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

38.1 Transfer to lower paid duties on redundancy

- (a) Clause 38.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 38.1(c).
- (c) If the employer acts as mentioned in clause 38.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

38.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 38 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

38.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 38.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 38.3(b).
- (d) An employee who fails to produce proof when required under clause 38.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 37.2.

Schedule A—Classification Definitions

A.1 Retail Employee Level 1

A.1.1 Retail Employee Level 1 means an employee performing any of the following functions at a retail establishment:

- (a) receiving or preparing for sale or displaying goods in or about a shop; or
- (b) pre-packing, packing, weighing, assembling, pricing or preparing goods, provisions or produce for sale; or
- (c) displaying, filling shelves, replenishing or any other method of exposing or presenting goods for sale; or
- (d) selling or hiring goods by any means; or
- (e) receiving, arranging or paying by any means; or
- (f) recording a sale or sales by any means; or
- (g) wrapping or packing goods for despatch or despatching goods; or
- (h) delivering goods; or
- (i) window dressing or merchandising; or
- (j) loss prevention; or
- (k) demonstrating goods for sale; or
- (l) providing information, advice or assistance to customers; or
- (m) receiving, preparing or packing goods for repair or replacement or making minor repairs to goods; or
- (n) as a direct employee of the retailer, providing cleaning, store greeting, security, lift attending, store cafeteria services or food services; or
- (o) any function of a Clerical Assistant Level 1; or
- (p) work that is incidental to, or connected with, any of the functions mentioned in clause A.1.1(a) to clause A.1.1(o).

A.1.2 A Retail Employee Level 1 must undertake duties as directed within the limits of their competence, skills and training, including incidental cleaning. For this purpose, the cleaning of toilets is not incidental cleaning except for a take away food establishment.

A.1.3 Indicative job titles that are usually within the definition of a Retail Employee Level 1 are:

- (a) shop assistant;
- (b) clerical assistant;

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- (c) check-out operator;
- (d) store worker;
- (e) reserve stock hand;
- (f) driver;
- (g) boot or shoe repairer (not qualified);
- (h) window dresser (not qualified);
- (i) loss prevention officer;
- (j) photographic employee;
- (k) store greeter;
- (l) assembler;
- (m) ticket writer (not qualified);
- (n) trolley collector;
- (o) video hire worker;
- (p) telephone order salesperson;
- (q) door-to-door salesperson or retail outdoor salesperson;
- (r) demonstrator or merchandiser not elsewhere classified (including a demonstrator or merchandiser who is not a direct employee of the retailer).

A.1.4 Clerical Assistant Level 1 means an employee accountable for clerical and office tasks as directed within the skill levels set out in this clause.

A.1.5 Employees at this level may include the initial recruit who may have limited relevant experience. An initial recruit performs work under close direction using established practices, procedures and instructions.

A.1.6 Employees at Clerical Assistant Level 1 perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

A.1.7 Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

A.1.8 Indicative typical duties and skills within the definition of a Clerical Assistant Level 1 include any of the following:

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- (a) reception or switchboard, for example, directing telephone callers to appropriate staff, issuing or receiving standard forms, relaying internal information or the initial greeting of visitors; or
- (b) maintaining basic records; or
- (c) filing, collating or photocopying; or
- (d) handling or distributing mail, including messenger service; or
- (e) recording, matching, checking or batching of accounts, invoices, orders or store requisitions; or
- (f) operating keyboard or other allied equipment in order to achieve competency as set out in Level 2.

A.2 Retail Employee Level 2

A.2.1 Retail Employee Level 2 means an employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.

A.2.2 Indicative job titles that are usually within the definition of a Retail Employee Level 2 include:

- (a) forklift operator;
- (b) ride on equipment operator.

A.3 Retail Employee Level 3

A.3.1 Retail Employee Level 3 means an employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.

A.3.2 Indicative of the tasks that might be required at this level are the following:

- (a) providing supervisory assistance to a designated section manager or team leader; or
- (b) opening or closing the premises or providing associated security; or
- (c) securing cash; or
- (d) fitting a surgical corset.

A.3.3 Indicative job titles that are usually within the definition of a Retail Employee Level 3 include:

- (a) machine operators;
- (b) second-in-charge to department manager;
- (c) senior salesperson (including designated second-in-charge of a section);
- (d) corsetiere;
- (e) driver selling stock;

- (f) cook (not qualified) in a cafeteria;
- (g) senior loss prevention officer, including an armed loss prevention officer;
- (h) loss prevention officer supervisor;
- (i) Designated second-in-charge to a service supervisor;
- (j) person employed alone, with responsibilities for the security and general running of a shop.

A.4 Retail Employee Level 4

A.4.1 Retail Employee Level 4 means an employee performing work at a retail establishment at a higher level than a Retail Employee Level 3. This may include an employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work.

A.4.2 Indicative of the tasks that might be required at this level are the following:

- (a) managing a defined department or section; or
- (b) supervising up to 4 sales staff (including self); or
- (c) stock control; or
- (d) buying or ordering requiring the exercise of discretion as to price, quantity, quality and other matters; or
- (e) utilising the skills of a trades qualification for the majority of the time in a week; or
- (f) any function of a Clerical Officer Level 2.

A.4.3 Indicative job titles that are usually within the definition of a Retail Employee Level 4 include:

- (a) assistant, deputy, or second-in-charge shop manager of a shop without departments;
- (b) butcher, baker, pastry cook or florist (for an employee who is required to utilise the skills of a trade qualification for the majority of the time in a week);
- (c) qualified auto parts and accessories salesperson;
- (d) window dresser (Certificate III or equivalent experience);
- (e) boot or shoe repairer (Certificate III);
- (f) shiftwork supervisor;
- (g) department or section manager with up to 2 employees (including self);
- (h) service supervisor of up to 15 employees;
- (i) nightfill supervisor or leader.

A.4.4 Clerical Officer Level 2 characteristics:

- (a) Clerical Officer Level 2 caters for employees who have had sufficient experience or training to enable them to carry out their assigned duties under general direction.
- (b) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations, detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
- (c) The work of these employees may be subject to final checking and, as required, progress checking. These employees may be required to check the work of, or provide guidance to, other employees at a lower level or provide assistance to less experienced employees at the same level.

A.4.5 Indicative typical duties and skills within the definition of Clerical Officer Level 2 include:

- (a) reception or switchboard duties as in Level 1 and, in addition, responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, or where presentation and use of interpersonal skills are a key aspect of the position; or
- (b) operating computerised radio telephone equipment, micro personal computer, printing devices attached to personal computer or dictaphone equipment; or
- (c) using a word processing software package to create, format, edit, correct, print and save text documents, for example, standard correspondence and business documents; or
- (d) stenographer or person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment; or
- (e) copy typing and audio typing; or
- (f) maintaining records or journals, including initial processing and recording relating to any of the following:
 - (i) reconciliation of accounts to balance; or
 - (ii) incoming or outgoing cheques; or
 - (iii) invoices; or
 - (iv) debit or credit items; or
 - (v) payroll data; or
 - (vi) petty cash imprest system; or
 - (vii) letters; or
- (g) using a software package that may include any of the following functions:
 - (i) creating new files or records; or

- (ii) spreadsheet or worksheet; or
- (iii) graphics; or
- (iv) accounting or payroll file; or
- (v) following standard procedures and using existing models or fields of information; or
- (h) arranging routine travel bookings and itineraries or making appointments; or
- (i) providing general advice or information on the organisation's products and services, for example, front counter or telephone.

A.5 Retail Employee Level 5

A.5.1 Retail Employee Level 5 means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.

A.5.2 Indicative job titles that are usually within the definition of a Retail Employee Level 5 include:

- (a) tradesperson in charge of other tradespersons within a department or section;
- (b) service supervisor (more than 15 employees).

A.6 Retail Employee Level 6

A.6.1 Retail Employee Level 6 means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5.

A.6.2 Indicative job titles that are usually within the definition of a Retail Employee Level 6 include:

- (a) department or section manager with 5 or more employees (including self);
- (b) manager or duty manager in a shop without departments or sections (may be under direction of a person not exclusively involved in shop management);
- (c) assistant or deputy or second-in-charge to a shop manager of a shop with departments or sections;
- (d) Clerical Officer Level 3.

A.6.3 Clerical Officer Level 3 characteristics:

- (a) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
- (b) Employees may be required to give assistance or guidance (including guidance in relation to quality of work and that may require some allocation of duties) to employees at Levels 1 and 2 and be able to train such employees by means of personal instruction and demonstration.

A.6.4 Indicative typical duties and skills at this level include:

- (a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; post journals to ledger; or
- (b) providing specialised advice or information on the organisation's products and services; responding to client or public or supplier problems within own functional area utilising a high degree of interpersonal skills; or
- (c) applying one or more computer software packages developed for a micro personal computer or a central computer resource to do any of the following:
 - (i) create new files or records; or
 - (ii) maintain computer-based records management systems; or
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing or keyboard functions; or
- (d) arranging travel bookings and itineraries; making appointments; screening telephone calls; responding to invitations; organising internal meetings on behalf of executive(s); establishing and maintaining reference lists or personal contact systems for executive(s); or
- (e) applying specialist terminology or processes in professional offices.

NOTE: These typical duties or skills may be either at Level 3 or Level 4 dependent on the characteristics of that particular Level.

A.7 Retail Employee Level 7

A.7.1 Retail Employee Level 7 means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.

A.7.2 Indicative job titles that are usually within the definition of a Retail Employee Level 7 include:

- (a) visual merchandiser (Diploma); and
- (b) Clerical Officer Level 4.

A.7.3 Clerical Officer Level 4 characteristics:

- (a) Employees at this level must have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or provide information to the organisation and clients in relation to specific areas of their responsibility.
- (b) Employees would require only limited guidance or direction and would normally report to more senior staff as required. Although not a pre-requisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating workflow, checking progress, quality of work and resolving problems.

- (c) Employees exercise initiative, discretion and judgment at times in the performance of their duties.
- (d) Employees are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration.

A.7.4 Indicative typical duties and skills at this level include:

- (a) providing secretarial or executive support services that may include maintaining executive diary; attending executive or organisational meetings and taking minutes; establishing or maintaining current working and personal filing systems for executive; answering executive correspondence from oral or handwritten instructions; or
- (b) preparing financial or tax schedules, calculating costings or wage and salary requirements; completing personnel or payroll data for authorisation; reconciliation of accounts to balance; or
- (c) giving advice or providing information on any of the following:
 - (i) employment conditions; or
 - (ii) workers compensation procedures and regulations; or
 - (iii) superannuation entitlements, procedures and regulations; or
- (d) applying one or more computer software packages, developed for a micro personal computer or a central computer resource to do any of the following:
 - (i) create new files or records; or
 - (ii) maintain computer-based management systems; or
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing or keyboard functions.

NOTE: These typical duties or skills may be either at Level 3 or Level 4 dependent on the characteristics of that particular Level.

A.8 Retail Employee Level 8

A.8.1 Retail Employee Level 8 means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.

A.8.2 A Retail Employee Level 8 may have a Diploma qualification.

A.8.3 Indicative job titles that are usually within the definition of a Retail Employee Level 8 include:

- (a) shop manager of a shop with departments or sections; and
- (b) Clerical Officer Level 5.

A.8.4 Clerical Officer Level 5 characteristics:

- (a) Employees at this level are subject to broad guidance or direction and report to more senior staff as required.
- (b) Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.
- (c) Employees are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- (d) Employees would also be able to train and supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgment in the performance of their duties.
- (e) The possession of relevant post secondary qualifications may be appropriate but not essential.

A.8.5 Indicative typical duties and skills at this level include:

- (a) applying knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions; or
- (b) applying computer software packages within either a micro personal computer or a central computer resource, including integrating complex word processing or desktop publishing, text and data documents or
- (c) providing reports for management in any of the following areas:
 - (i) account or financial; or
 - (ii) staffing; or
 - (iii) legislative requirements; or
 - (iv) other company activities.
- (d) administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.

Schedule B—Summary of Hourly Rates of Pay

[Varied by [PR718821](#); corrected by [PR725977](#); varied by [PR727385](#), [PR728848](#); corrected by [PR729006](#); varied by [PR729257](#), [PR740678](#)]

See also Part 4—Wages and Allowances and Part 5—Overtime and Penalty Rates.

B.1 Full-time and part-time adult employees other than shiftworkers

B.1.1 Full-time and part-time adult employees other than shiftworkers—ordinary and penalty rates

[B.1.1 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of minimum hourly rate				
	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
Retail Employee Level 1	23.38	29.23	29.23	35.07	52.61
Retail Employee Level 2	23.92	29.90	29.90	35.88	53.82
Retail Employee Level 3	24.29	30.36	30.36	36.44	54.65
Retail Employee Level 4	24.76	30.95	30.95	37.14	55.71
Retail Employee Level 5	25.78	32.23	32.23	38.67	58.01
Retail Employee Level 6	26.15	32.69	32.69	39.23	58.84
Retail Employee Level 7	27.46	34.33	34.33	41.19	61.79
Retail Employee Level 8	28.58	35.73	35.73	42.87	64.31

B.1.2 Full-time and part-time adult shiftworkers—shiftwork and penalty rates

[B.1.2 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts	All shiftworkers			
	Monday to Friday		Saturday	Sunday	Public holiday	
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of minimum hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1	30.39	26.30	30.39	35.07	40.92	52.61
Retail Employee Level 2	31.10	26.91	31.10	35.88	41.86	53.82

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	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift
	% of minimum hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 3	31.58	27.33	31.58	36.44	42.51	54.65
Retail Employee Level 4	32.19	27.86	32.19	37.14	43.33	55.71
Retail Employee Level 5	33.51	29.00	33.51	38.67	45.12	58.01
Retail Employee Level 6	34.00	29.42	34.00	39.23	45.76	58.84
Retail Employee Level 7	35.70	30.89	35.70	41.19	48.06	61.79
Retail Employee Level 8	37.15	32.15	37.15	42.87	50.02	64.31

¹ Other than baking production employees (OBPE): Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees (BPE):

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

B.1.3 All full-time and part-time adult employees—overtime rates

[B.1.3 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 1	35.07	46.76	46.76	58.45
Retail Employee Level 2	35.88	47.84	47.84	59.80
Retail Employee Level 3	36.44	48.58	48.58	60.73
Retail Employee Level 4	37.14	49.52	49.52	61.90
Retail Employee Level 5	38.67	51.56	51.56	64.45
Retail Employee Level 6	39.23	52.30	52.30	65.38
Retail Employee Level 7	41.19	54.92	54.92	68.65

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 8	42.87	57.16	57.16	71.45

B.2 Casual adult employees

B.2.1 Casual adult employees other than shiftworkers—ordinary and penalty rates

[B.2.1 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR727385](#), [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of minimum hourly rate				
	125%	150%	150%	175%	250%
	\$	\$	\$	\$	\$
Retail Employee Level 1	29.23	35.07	35.07	40.92	58.45
Retail Employee Level 2	29.90	35.88	35.88	41.86	59.80
Retail Employee Level 3	30.36	36.44	36.44	42.51	60.73
Retail Employee Level 4	30.95	37.14	37.14	43.33	61.90
Retail Employee Level 5	32.23	38.67	38.67	45.12	64.45
Retail Employee Level 6	32.69	39.23	39.23	45.76	65.38
Retail Employee Level 7	34.33	41.19	41.19	48.06	68.65
Retail Employee Level 8	35.73	42.87	42.87	50.02	71.45

B.2.2 Casual adult shiftworkers—shiftwork and penalty rates

[B.2.2 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift

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	% of minimum hourly rate					
	155%	137.5%	155%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1	36.24	32.15	36.24	40.92	46.76	58.45
Retail Employee Level 2	37.08	32.89	37.08	41.86	47.84	59.80
Retail Employee Level 3	37.65	33.40	37.65	42.51	48.58	60.73
Retail Employee Level 4	38.38	34.05	38.38	43.33	49.52	61.90
Retail Employee Level 5	39.96	35.45	39.96	45.12	51.56	64.45
Retail Employee Level 6	40.53	35.96	40.53	45.76	52.30	65.38
Retail Employee Level 7	42.56	37.76	42.56	48.06	54.92	68.65
Retail Employee Level 8	44.30	39.30	44.30	50.02	57.16	71.45

¹ Other than baking production employees (OBPE): Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees (BPE):

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

B.3 Junior full-time and part-time employees

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with **Table 4—Minimum rates**. Adult rates apply from 21 years of age in accordance with **Table 4—Minimum rates**.

B.3.1 Full-time and part-time junior employees other than shiftworkers—ordinary and penalty rates

[B.3.1 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR728848](#), [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior hourly rate				
	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
Retail Employee Level 1					
15 years of age and under	10.52	13.15	13.15	15.78	23.67
16 years of age	11.69	14.61	14.61	17.54	26.30
17 years of age	14.03	17.54	17.54	21.05	31.57
18 years of age	16.37	20.46	20.46	24.56	36.83
19 years of age	18.71	23.39	23.39	28.07	42.10
20 years of age and employed by the employer for 6 months or less	21.04	26.30	26.30	31.56	47.34

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	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior hourly rate				
	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
20 years of age and employed by the employer for more than 6 months	23.38	29.23	29.23	35.07	52.61
Retail Employee Level 2					
15 years of age and under	10.76	13.45	13.45	16.14	24.21
16 years of age	11.96	14.95	14.95	17.94	26.91
17 years of age	14.35	17.94	17.94	21.53	32.29
18 years of age	16.74	20.93	20.93	25.11	37.67
19 years of age	19.13	23.91	23.91	28.70	43.04
20 years of age and employed by the employer for 6 months or less	21.52	26.90	26.90	32.28	48.42
20 years of age and employed by the employer for more than 6 months	23.92	29.90	29.90	35.88	53.82
Retail Employee Level 3					
15 years of age and under	10.93	13.66	13.66	16.40	24.59
16 years of age	12.14	15.18	15.18	18.21	27.32
17 years of age	14.57	18.21	18.21	21.86	32.78
18 years of age	17.00	21.25	21.25	25.50	38.25
19 years of age	19.43	24.29	24.29	29.15	43.72
20 years of age and employed by the employer for 6 months or less	21.86	27.33	27.33	32.79	49.19
20 years of age and employed by the employer for more than 6 months	24.29	30.36	30.36	36.44	54.65

B.3.2 Full-time and part-time junior shiftworkers—shiftwork and penalty rates

[B.3.2 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR728848](#), [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts	All shiftworkers		
	Monday to Friday		Saturday	Sunday	Public holiday

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	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift
	% of junior hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1						
15 years of age and under	13.68	11.84	13.68	15.78	18.41	23.67
16 years of age	15.20	13.15	15.20	17.54	20.46	26.30
17 years of age	18.24	15.78	18.24	21.05	24.55	31.57
18 years of age	21.28	18.42	21.28	24.56	28.65	36.83
19 years of age	24.32	21.05	24.32	28.07	32.74	42.10
20 years of age and employed by the employer for 6 months or less	27.35	23.67	27.35	31.56	36.82	47.34
20 years of age and employed by the employer for more than 6 months	30.39	26.30	30.39	35.07	40.92	52.61
Retail Employee Level 2						
15 years of age and under	13.99	12.11	13.99	16.14	18.83	24.21
16 years of age	15.55	13.46	15.55	17.94	20.93	26.91
17 years of age	18.66	16.14	18.66	21.53	25.11	32.29
18 years of age	21.76	18.83	21.76	25.11	29.30	37.67
19 years of age	24.87	21.52	24.87	28.70	33.48	43.04
20 years of age and employed by the employer for 6 months or less	27.98	24.21	27.98	32.28	37.66	48.42
20 years of age and employed by the employer for more than 6 months	31.10	26.91	31.10	35.88	41.86	53.82
Retail Employee Level 3						
15 years of age and under	14.21	12.30	14.21	16.40	19.13	24.59
16 years of age	15.78	13.66	15.78	18.21	21.25	27.32
17 years of age	18.94	16.39	18.94	21.86	25.50	32.78
18 years of age	22.10	19.13	22.10	25.50	29.75	38.25
19 years of age	25.26	21.86	25.26	29.15	34.00	43.72
20 years of age and employed by the employer for 6 months or less	28.42	24.59	28.42	32.79	38.26	49.19
20 years of age and	31.58	27.33	31.58	36.44	42.51	54.65

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	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift
	% of junior hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
employed by the employer for more than 6 months						

¹ Other than baking production employees (OBPE): Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees (BPE):

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

B.3.3 All full-time and part-time junior employees—overtime rates

[B.3.3 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR728848](#), [PR729257](#), [PR740678](#) ppc 01Jul22]

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 1				
15 years of age and under	15.78	21.04	21.04	26.30
16 years of age	17.54	23.38	23.38	29.23
17 years of age	21.05	28.06	28.06	35.08
18 years of age	24.56	32.74	32.74	40.93
19 years of age	28.07	37.42	37.42	46.78
20 years of age and employed by the employer for 6 months or less	31.56	42.08	42.08	52.60
20 years of age and employed by the employer for more than 6 months	35.07	46.76	46.76	58.45

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 2				
15 years of age and under	16.14	21.52	21.52	26.90
16 years of age	17.94	23.92	23.92	29.90
17 years of age	21.53	28.70	28.70	35.88
18 years of age	25.11	33.48	33.48	41.85
19 years of age	28.70	38.26	38.26	47.83
20 years of age and employed by the employer for 6 months or less	32.28	43.04	43.04	53.80
20 years of age and employed by the employer for more than 6 months	35.88	47.84	47.84	59.80
Retail Employee Level 3				
15 years of age and under	16.40	21.86	21.86	27.33
16 years of age	18.21	24.28	24.28	30.35
17 years of age	21.86	29.14	29.14	36.43
18 years of age	25.50	34.00	34.00	42.50
19 years of age	29.15	38.86	38.86	48.58
20 years of age and employed by the employer for 6 months or less	32.79	43.72	43.72	54.65
20 years of age and employed by the employer for more than 6 months	36.44	48.58	48.58	60.73

B.3.4 Casual junior employees other than shiftworkers—ordinary and penalty rates

[B.3.4 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR727385](#), [PR728848](#); corrected by [PR729006](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior hourly rate				
	125%	150%	150%	175%	250%
	\$	\$	\$	\$	\$
Retail Employee Level 1					
15 years of age and under	13.15	15.78	15.78	18.41	26.30

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	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior hourly rate				
	125%	150%	150%	175%	250%
	\$	\$	\$	\$	\$
16 years of age	14.61	17.54	17.54	20.46	29.23
17 years of age	17.54	21.05	21.05	24.55	35.08
18 years of age	20.46	24.56	24.56	28.65	40.93
19 years of age	23.39	28.07	28.07	32.74	46.78
20 years of age and employed by the employer for 6 months or less	26.30	31.56	31.56	36.82	52.60
20 years of age and employed by the employer for more than 6 months	29.23	35.07	35.07	40.92	58.45
Retail Employee Level 2					
15 years of age and under	13.45	16.14	16.14	18.83	26.90
16 years of age	14.95	17.94	17.94	20.93	29.90
17 years of age	17.94	21.53	21.53	25.11	35.88
18 years of age	20.93	25.11	25.11	29.30	41.85
19 years of age	23.91	28.70	28.70	33.48	47.83
20 years of age and employed by the employer for 6 months or less	26.90	32.28	32.28	37.66	53.80
20 years of age and employed by the employer for more than 6 months	29.90	35.88	35.88	41.86	59.80
Retail Employee Level 3					
15 years of age and under	13.66	16.40	16.40	19.13	27.33
16 years of age	15.18	18.21	18.21	21.25	30.35
17 years of age	18.21	21.86	21.86	25.50	36.43
18 years of age	21.25	25.50	25.50	29.75	42.50
19 years of age	24.29	29.15	29.15	34.00	48.58
20 years of age and employed by the employer for 6 months or less	27.33	32.79	32.79	38.26	54.65
20 years of age and employed by the employer for more than 6 months	30.36	36.44	36.44	42.51	60.73

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B.3.5 Casual junior shiftworkers—shiftwork and penalty rates

[B.3.5 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR728848](#), [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts	All shiftworkers			
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
	% of junior hourly rate					
	155%	137.5%	155%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1						
15 years of age and under	16.31	14.47	16.31	18.41	21.04	26.30
16 years of age	18.12	16.07	18.12	20.46	23.38	29.23
17 years of age	21.75	19.29	21.75	24.55	28.06	35.08
18 years of age	25.37	22.51	25.37	28.65	32.74	40.93
19 years of age	29.00	25.73	29.00	32.74	37.42	46.78
20 years of age and employed by the employer for 6 months or less	32.61	28.93	32.61	36.82	42.08	52.60
20 years of age and employed by the employer for more than 6 months	36.24	32.15	36.24	40.92	46.76	58.45
Retail Employee Level 2						
15 years of age and under	16.68	14.80	16.68	18.83	21.52	26.90
16 years of age	18.54	16.45	18.54	20.93	23.92	29.90
17 years of age	22.24	19.73	22.24	25.11	28.70	35.88
18 years of age	25.95	23.02	25.95	29.30	33.48	41.85
19 years of age	29.65	26.30	29.65	33.48	38.26	47.83
20 years of age and employed by the employer for 6 months or less	33.36	29.59	33.36	37.66	43.04	53.80
20 years of age and employed by the employer for more than 6 months	37.08	32.89	37.08	41.86	47.84	59.80
Retail Employee Level 3						
15 years of age and under	16.94	15.03	16.94	19.13	21.86	27.33
16 years of age	18.82	16.69	18.82	21.25	24.28	30.35

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	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift
	% of junior hourly rate					
	155%	137.5%	155%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
17 years of age	22.58	20.03	22.58	25.50	29.14	36.43
18 years of age	26.35	23.38	26.35	29.75	34.00	42.50
19 years of age	30.12	26.72	30.12	34.00	38.86	48.58
20 years of age and employed by the employer for 6 months or less	33.88	30.06	33.88	38.26	43.72	54.65
20 years of age and employed by the employer for more than 6 months	37.65	33.40	37.65	42.51	48.58	60.73

¹ Other than baking production employees: Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees:

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

B.4 Junior apprentice rates

B.4.1 The junior apprentice hourly rate is based on a percentage of the Level 4 adult rate in **Table 4—Minimum rates**.

B.4.2 The **junior apprentice hourly rate** for junior retail employee apprentices is calculated in accordance with clause 17.3—Apprentice rates.

B.4.3 Junior apprentice who began apprenticeship before 1 January 2014—ordinary and penalty rates

[B.4.3 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior apprentice hourly rate				

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	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
1st year	12.38	15.48	15.48	18.57	27.86
2nd year	14.86	18.58	18.58	22.29	33.44
3rd year	19.81	24.76	24.76	29.72	44.57
4th year (4 year apprenticeship only)	22.28	27.85	27.85	33.42	50.13

B.4.4 Junior apprentice who began apprenticeship before 1 January 2014—shiftwork and penalty rates

[B.4.4 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²	All hours within shift	
	% of junior apprentice hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
1st year	16.09	13.93	16.09	18.57	21.67	27.86
2nd year	19.32	16.72	19.32	22.29	26.01	33.44
3rd year	25.75	22.29	25.75	29.72	34.67	44.57
4th year (4 year apprenticeship only)	28.96	25.07	28.96	33.42	38.99	50.13

¹ Other than baking production employees: Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees:

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

B.4.5 Junior apprentice who began apprenticeship before 1 January 2014—overtime rates

[B.4.5 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	18.57	24.76	24.76	30.95
2nd year	22.29	29.72	29.72	37.15
3rd year	29.72	39.62	39.62	49.53
4th year (4 year apprenticeship only)	33.42	44.56	44.56	55.70

B.4.6 Junior apprentice who began apprenticeship on 1 January 2014 or later—ordinary and penalty rates

[B.4.6 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of junior apprentice hourly rate				
	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
Has not completed year 12					
1st year	12.38	15.48	15.48	18.57	27.86
2nd year	14.86	18.58	18.58	22.29	33.44
3rd year	19.81	24.76	24.76	29.72	44.57
4th year (4 year apprenticeship only)	22.28	27.85	27.85	33.42	50.13
Completed year 12					
1st year	13.62	17.03	17.03	20.43	30.65
2nd year	16.09	20.11	20.11	24.14	36.20
3rd year	19.81	24.76	24.76	29.72	44.57
4th year (4 year apprenticeship only)	22.28	27.85	27.85	33.42	50.13

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**B.4.7 Junior apprentice who began apprenticeship on 1 January 2014 or later—
shiftwork and penalty rates**

[B.4.7 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE¹ BPE²		All hours within shift
	% of junior apprentice hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
Has not completed year 12						
1st year	16.09	13.93	16.09	18.57	21.67	27.86
2nd year	19.32	16.72	19.32	22.29	26.01	33.44
3rd year	25.75	22.29	25.75	29.72	34.67	44.57
4th year (4 year apprenticeship only)	28.96	25.07	28.96	33.42	38.99	50.13
Completed year 12						
1st year	17.71	15.32	17.71	20.43	23.84	30.65
2nd year	20.92	18.10	20.92	24.14	28.16	36.20
3rd year	25.75	22.29	25.75	29.72	34.67	44.57
4th year (4 year apprenticeship only)	28.96	25.07	28.96	33.42	38.99	50.13

¹ Other than baking production employees: Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees:

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

**B.4.8 Junior apprentice who began apprenticeship on 1 January 2014 or later—
overtime rates**

[B.4.8 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Has not completed year 12				
1st year	18.57	24.76	24.76	30.95
2nd year	22.29	29.72	29.72	37.15
3rd year	29.72	39.62	39.62	49.53
4th year (4 year apprenticeship only)	33.42	44.56	44.56	55.70
Completed year 12				
1st year	20.43	27.24	27.24	34.05
2nd year	24.14	32.18	32.18	40.23
3rd year	29.72	39.62	39.62	49.53
4th year (4 year apprenticeship only)	33.42	44.56	44.56	55.70

B.5 Adult apprentice rates

B.5.1 The **adult apprentice hourly rate** is calculated in accordance with clause 17.4—
Adult apprentices.

**B.5.2 Adult apprentice who began apprenticeship on 1 January 2014 or later—
ordinary and penalty rates**

[B.5.2 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday	Sunday	Public holiday
	% of adult apprentice hourly rate				
	100%	125%	125%	150%	225%
	\$	\$	\$	\$	\$
1st year	19.81	24.76	24.76	29.72	44.57
2nd year	23.38	29.23	29.23	35.07	52.61
3rd year	23.38	29.23	29.23	35.07	52.61
4th year (4 year apprenticeship only)	23.38	29.23	29.23	35.07	52.61

**B.5.3 Adult apprentice who began apprenticeship on 1 January 2014 or later—
shiftwork and penalty rates**

[B.5.3 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Other than baking production employees (OBPE)	Baking production employees (BPE) Early morning shifts		All shiftworkers		
	Monday to Friday			Saturday	Sunday	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of adult apprentice hourly rate					
	130%	112.5%	130%	150%	175%	225%
	\$	\$	\$	\$	\$	\$
1st year	25.75	22.29	25.75	29.72	34.67	44.57
2nd year	30.39	26.30	30.39	35.07	40.92	52.61
3rd year	30.39	26.30	30.39	35.07	40.92	52.61
4th year (4 year apprenticeship only)	30.39	26.30	30.39	35.07	40.92	52.61

¹ Other than baking production employees: Starting at or after 6.00 pm and before 5.00 am on the following day;

² Baking production employees:

- working a shift starting at or after 2.00 am and before 6.00 am; or
- start shift prior to 2.00 am.

**B.5.4 Adult apprentice who began apprenticeship on 1 January 2014 or later—
overtime rates**

[B.5.4 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of adult apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year	29.72	39.62	39.62	49.53
2nd year	35.07	46.76	46.76	58.45

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of adult apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
3rd year	35.07	46.76	46.76	58.45
4th year (4 year apprenticeship only)	35.07	46.76	46.76	58.45

Schedule C—Summary of Monetary Allowances

[Varied by [PR718821](#), [PR718977](#); corrected by [PR725977](#); varied by [PR729257](#), [PR729444](#), [PR740678](#), [PR740850](#), [PR750752](#)]

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances:

[C.1.1 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

C.1.1 The following wage-related allowances are based on the [standard weekly rate](#) defined in clause 2—Definitions as the minimum weekly rate for a Retail Employee Level 4 in **Table 4—Minimum rates = \$940.90**.

Allowance	Clause	% of standard weekly rate	\$	Payable
First aid allowance	19.10(b)	1.3	12.23	per week
Liquor licence allowance	19.12	3.1	29.17	per week

C.1.2 Hourly wage-related allowances

[C.1.2 varied by [PR718821](#); corrected by [PR725977](#); varied by [PR729257](#), [PR740678](#) ppc 01Jul22]

The hourly wage-related allowances in this award are based on the [standard hourly rate](#) as defined in clause 2—Definitions as the minimum hourly rate for a Retail Employee Level 4 in **Table 4—Minimum rates = \$24.76**.

Allowance	Clause	% of standard hourly rate	\$	Payable
Cold work disability allowance—cold chambers; stocking and refilling refrigerated storages	19.9(b)	1.3	0.32	per hour
Cold work disability allowance—cold chambers; below 0°C—additional to clause 19.9(b)	19.9(c)	2.0	0.50	per hour
Broken Hill	19.13	4.28	1.06	per hour

C.1.3 Automatic adjustment of wage-related allowances

[C.1.3 inserted by [PR750752](#) ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the [standard rate](#) specified for the allowance and will automatically adjust to reflect the specified percentage when the [standard rate](#) is varied.

C.2 Expense-related allowances

[C.2.1 varied by [PR718977](#), [PR729444](#), [PR740850](#) ppc 01Jul22]

C.2.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	Payable
Meal allowance—more than one hour’s overtime without 24 hours’ notice	19.2(b)(i)	20.01	per occasion
Meal allowance—further 4 hours’ overtime	19.2(c)	18.14	per occasion
Special clothing allowance—laundrying—full-time employee	19.3(c)(i)	6.25	per week
Special clothing allowance—laundrying—part-time or casual employee	19.3(c)(ii)	1.25	per shift
Motor vehicle allowance	19.7	0.91	per km

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index Figure
Meal allowance	Take away and fast foods sub-group
Special clothing allowance	Clothing and footwear group
Motor vehicle allowance	Private motoring sub-group

Schedule D—School-based Apprentices

- D.1** In this Schedule:
- D.1.1** **off-the-job training** is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job; and
- D.1.2** **school-based apprentice** is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum hourly rates for full-time junior and adult apprentices provided for in this award apply to school-based apprentices for total hours worked, including time taken to be spent in off-the-job training.
- D.4** Where an apprentice is a full-time school student, the time spent in off-the-job training, for which the apprentice must be paid, is **25%** of the actual hours worked each week on-the-job. The wages paid for time spent in training may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** The duration of the apprenticeship must be as specified in the training agreement for each apprentice but must not exceed 6 years.
- D.7** School-based apprentices progress through the relevant wage scale at the rate of 12 months' progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- D.8** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years' duration) or stages of competency based progression (if provided for in this award).
- NOTE: The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.9** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.10** School-based apprentices are entitled to all of the other conditions in this award on a proportionate basis.

Schedule E—Supported Wage System

[Varied by [PR729672](#), [PR742256](#)]

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

E.2 In this schedule:

approved 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.

assessment instrument means the tool 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.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by [PR729672](#), [PR742256](#) ppc 01Jul22]

E.4.2 Provided that the minimum amount payable must be not less than **\$95** per week.

E.4.3 Where an employee’s assessed capacity is **10%**, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[E.10.3 varied by [PR729672](#), [PR742256](#) ppc 01Jul22]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than **\$95** per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20__

Signature of employee: _____

Date signed: ____/____/20__

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

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[Schedule H—Part-day Public Holidays deleted by [PR747326](#) ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by [PR728080](#), [PR736911](#); deleted by [PR746868](#) ppc 17Oct22]

IA-4

Apple National Enterprise Agreement 2022

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Common Terms and Conditions

1. Operation of Agreement

- 1.1 This agreement is the Apple National Enterprise Agreement 2022 (**Agreement**).
- 1.2 This Agreement applies to all employees of Apple Pty Ltd set out in clause 1.8 (Classifications).
- 1.3 This Agreement applies to the exclusion of all other industrial instruments, including modern awards, agreements and legislation (including transitional instruments), which would otherwise have application to the employment, except to the extent only that:
 - (a) an industrial instrument or legislation is referred to in this Agreement; or
 - (b) the exclusion is not permitted by law.
- 1.4 For the avoidance of doubt, whilst the Agreement remains in operation, a modern award which covers any of the employees who fall within the classifications set out in clause 1.8 will have no application. To the extent that an Apple policy or procedure is referred to in this Agreement, any such policy or procedure is not incorporated into the terms of the Agreement.
- 1.5 This Agreement will commence seven (7) days after the date of approval by the Fair Work Commission (**FWC**). The Agreement will have a nominal term of four (4) years after the date of approval by the FWC (**the Term**). The Agreement will continue to have legal effect after the nominal expiry date subject to any relevant or applicable legislation and/or replacement agreement.
- 1.6 All employees covered by this Agreement are provided with all of the entitlements contained in the Standards as set out in the Act. To the extent that there is any inconsistency between the terms of this Agreement and the Standards, the Standards will apply.
- 1.7 Subject to any clause of this Agreement to the contrary, premiums and penalty rates payable under this Agreement will not be cumulative. For example, this means that when a higher premium or penalty rate is payable for work performed during any single shift, you will only receive the highest premium or penalty available to you.

Classifications

- 1.8 This Agreement will apply to Full Time, Part Time and Casual employees employed by Apple in the following classifications (as defined in Schedule A):
 - (a) Apple Retail Team Member Level 1;
 - (b) Apple Retail Team Member Level 2;
 - (c) Apple Retail Manager;
 - (d) Retail Remote Support Employee;
 - (e) Retail Remote Support Manager;
 - (f) AppleCare Team Member Level 1;

- (g) AppleCare Team Member Level 2;
- (h) AppleCare Manager;
- (i) Customer Care Consultant Level 1;
- (j) Customer Care Consultant Level 2;
- (k) Customer Care Manager;
- (l) Technology Employee;
- (m) Sales Employee;
- (n) Customer Relations/Training Employee;
- (o) Clerical Administrative Facilities Employee;
- (p) Engineering Employee;
- (q) Intern; and
- (r) Engineering Intern.

1.9 Apple will make a copy of this Agreement available to you either in hard copy or electronic means.

2. Appointment and Classification

2.1 Apple will advise you in writing at the time of engagement of:

- (a) your classification;
- (b) whether you are engaged as a Full Time, Part Time or Casual employee;
- (c) your Base Salary or Hourly Rate of Pay;
- (d) whether your initial appointment is subject to a probationary period;
- (e) your Contract Hours if you are engaged on a Part Time basis;
- (f) your specific period of engagement if employed under a Fixed Term Contract; and
- (g) any other specific terms of appointment, including the agreed location and/or arrangements with respect to performing the role as practicable.

2.2 Where you are requested to and agree to move to a working arrangement which would result in you becoming a Shift Worker (or ceasing to be a Shift Worker), you will be given one months' notice of such change (unless otherwise agreed).

Probationary Period

2.3 If you are a Full Time or Part Time employee, the first six (6) months of your employment will be a probationary period. Any time within this probationary period, either you or Apple may terminate your employment for any reason and at any time by giving one (1) week's written notice. Apple may, at its discretion, make a payment to you in lieu of notice calculated in the manner required by section 117(2) of the Act. This clause will not affect an employee's minimum employment period under the Act.

- 2.4 After the completion of the probationary period, the notice of termination will be in accordance with clause 8 - Leaving Apple of this Agreement.
-

3. Remuneration

Remuneration Components

- 3.1 If you are a Full Time or Part Time employee, Apple will pay you a Base Salary or Hourly Rate of Pay on a fortnightly basis, in arrears, by electronic funds transfer. If you are a Casual employee, Apple will pay you a Casual Hourly Rate of Pay on a fortnightly basis in arrears by electronic funds transfer. Your remuneration may be made up of the following:
- (a) your Base Salary or Hourly Rate of Pay;
 - (b) any applicable penalties, premiums, loadings or allowances;
 - (c) superannuation contributions made in accordance with the minimum requirements of the *Superannuation Guarantee (Administration) Act 1992*; and
 - (d) any applicable payments for Overtime or Overtime Hours for Part Time Employees.

Base Salary or Hourly Rate of Pay

- 3.2 Apple will pay you a Base Salary or Hourly Rate of Pay above or equal to the Minimum Rate of Pay which pertains to your classification in this Agreement. The Minimum Base Salary or Minimum Hourly Rate of Pay for each classification covered by this Agreement are set out in Schedule A to the Agreement.
- 3.3 The Minimum Base Salary as set out in Schedule A is prorated for Part Time employees.

Salary Increases and Annual Review

- 3.4 During the Term of the Agreement, the Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will be increased by 2.8% effective from 1 November 2023, and by 2.6% effective from 1 November 2024 and 1 November 2025 as set out in Schedule A to the Agreement.
- 3.5 Apple reviews your Base Salary or Hourly Rate of Pay annually. Based on your performance, Apple's business, the employment market and any other matter which Apple deems relevant, in its discretion, Apple may provide you with an additional increase to the amount of your Base Salary or Hourly Rate of Pay.
- 3.6 Apple will ensure that during the Term of this Agreement, the Minimum Base Salary and Minimum Hourly Rate of Pay for each classification in this Agreement will be no less than any comparable minimum rates of pay for each relevant classification set out in any applicable modern award.
- 3.7 Your Base Salary and/or Hourly Rate of Pay will not decrease as a result of the commencement of this Agreement.

Payment of Wages

- 3.8 When you perform work and are entitled to Overtime, Overtime Hours for Part Time Employees (as applicable) or any additional penalties, premiums, loadings or allowances, Apple will pay these additional amounts in the following fortnightly pay period, subject to the submission and verification of records of your hours of work.
- 3.9 Apple's pay period is fortnightly.
-

4. Allowances

First Aid Allowance

- 4.1 Where you hold a current first aid qualification and you are appointed by Apple to perform first aid duties, Apple will pay you a fortnightly allowance of \$29.00.

Higher Duties

- 4.2 From time to time you may be provided with an opportunity to work in a different classification under this Agreement. If you are appointed in a written letter or email by Apple to temporarily perform a role that falls within a different classification under this Agreement for a minimum of two (2) consecutive days, Apple will pay you no less than the Minimum Base Salary or Minimum Hourly Rate of Pay (as applicable) as set out in Schedule A for all time worked at the higher level in accordance with the written letter or email (**Additional Payment**). Any Additional Payment will be paid to you as an allowance in the subsequent pay period.
- 4.3 If you are required to perform work at a location outside of the States and Territories of Australia for a minimum of fourteen (14) consecutive days or you accept employment with a corporate entity other than Apple, this Agreement shall have no application to that temporary employment or engagement and will cease to apply and you will be excluded from the operation of this Agreement.

EXAMPLE

Ali is currently employed in a Level 1 role and is paid \$28.84 per hour. Ali agrees to take on a 2 month experience in a Level 2 role and receives an email from Apple appointing them. The minimum rate of pay for Level 2 roles is \$31.92. During the experience, Ali will receive a fortnightly allowance of \$3.08 x total hours worked, calculated with reference to the difference between the Level 2 minimum rate of pay and Ali's current ordinary rate of pay for their Level 1 role.

Motor Vehicle Allowance

- 4.4 If you are required by Apple to use your own motor vehicle in the performance of your duties, you will be provided with a Motor Vehicle Allowance of no less 0.78 cents per km for the use of your personal motor vehicle as adjusted by the Australian Taxation Office from time to time. Apple requires all employees eligible to receive the Motor Vehicle Allowance to maintain appropriate documentary records of the business travel and to submit such records within 30 days of accrual of this entitlement. You will be reimbursed for any other reasonably incurred and approved work related business expenses where you are directed to temporarily work at a location which is not your normal workplace. Apple will provide you with guidelines

with respect to preferred suppliers of goods and services as well as any limits on approved expenditure. Apple requires all employees eligible to receive this reimbursement allowance to maintain appropriate documentary records of the business travel and to submit such records within 30 days of accrual of this entitlement. The per kilometre Motor Vehicle Allowance in this clause 4.4, will not be payable in circumstances where you, as part of your terms and conditions of employment, are provided with a car allowance.

On Call Shift

- 4.5 Subject to clauses 40 and 47, Employees who are On Call are rostered to be on stand-by duty or to be a Manager on Duty. Any On Call shift will not exceed 10 hours. Employees who are rostered On Call Monday to Sunday will be paid their Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay) for each hour that the Employee is required to be On Call.

Call Back

- 4.6 Subject to clauses 40 and 47, if an Employee agrees to be recalled to work by Apple after leaving work on a particular day the employee will be paid for a minimum of four (4) hours. All call back hours worked by you will be paid at the relevant overtime rates set out in this Agreement. Rates and loadings are not cumulative. You will only receive the highest penalty available to you under this Agreement.

EXAMPLE

Alex is a Part Time Retail Team Member Level 1 employee. On a Tuesday, when Alex is on their way home from a 5 hour shift, they receive a call from their Manager to ask whether they are available to return to the store for one hour to assist with a merchandising reset. Alex accepts the call back and works for one additional hour. Apple pays Alex for four hours at overtime rates for the call back on top of Alex's 5 hour shift at ordinary pay.

5. Superannuation

- 5.1 Apple will make superannuation contributions consistent with the Commonwealth *Superannuation Guarantee (Administration) Act 1992* to all employees, regardless of age. The value of these contributions will be the minimum amount required to avoid a superannuation guarantee charge. Apple will make superannuation contributions on your ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*.
- 5.2 You will have a choice of an eligible superannuation fund. If you do not nominate a complying superannuation fund, subject to the operation of any "stapling" legislation, Apple will make superannuation contributions on your behalf into Apple's default employer superannuation fund (or any other approved superannuation fund nominated by Apple) from time to time.
- 5.3 Apple's current default superannuation fund, REST Corporate, provides a MySuper product.

6. Leave

- 6.1 All paid and unpaid leave will accrue and be taken in accordance with the Standards and as set out below. To the extent there is any inconsistency between the terms of this Agreement and the Standards, the Standards will apply. Any notice for the taking of any annual leave, carer's leave, compassionate leave and family and domestic violence leave by an eligible employee which complies with section 107 of the Act will be acceptable to Apple.

Annual Leave

- 6.2 Full Time employees will be entitled to four (4) weeks of paid annual leave per annum. If you are a Part Time employee, your entitlement to annual leave benefits under this Agreement will be on a prorated basis, up to a maximum of four (4) weeks of paid annual leave per annum. If you qualify as a Shift Worker you will be entitled to an additional week of paid annual leave. Apple encourages you to take your accrued leave every year.
- 6.3 If you wish to take annual leave you must, where reasonably practicable, give Apple four (4) weeks' prior notice of your intention to take leave, and the start and finish dates of your intended leave. Apple will consider requests made with less than four (4) weeks' prior notice. The approval of this annual leave will be subject to the discretion of Apple. In exercising this discretion, Apple may take into account any matter, including but not limited to its business needs. Apple will not unreasonably withhold approval of requests for annual leave.
- 6.4 Apple may require you from time to time to take a period of annual leave by giving at least four (4) weeks' notice where:
- (a) it is reasonable for Apple to give this direction; or
 - (b) Apple's business, or part of the business, is being shutdown, for example over the Christmas and New Year period; or
 - (c) you have accrued in excess of eight (8) weeks' annual leave and with your agreement, provided that, when taken, your accrued annual leave balance will not be less than six (6) weeks.
- 6.5 Annual leave loading is included in your applicable Base Salary or Hourly Rate of Pay and will not be separately payable.

Cash-out of annual leave

- 6.6 You may apply to Apple in writing to have your accrued but untaken annual leave "paid out" as cash in accordance with the Standards, provided that you must retain a balance of at least four (4) weeks accrued annual leave.
- 6.7 Apple may accept or reject your application at its discretion. Cash out occurs in accordance with Apple policies as published from time to time. In exercising this discretion, Apple may take into account any matter, including but not limited to the needs of the business and work, health and safety considerations.
- 6.8 Apple may also make a request to you to have your accrued but untaken annual leave "paid out" in accordance with the Standards.

Sick and Carer's Leave

- 6.9 All Full Time and Part Time employees are entitled to paid sick and carer's leave which may be used as either sick or carer's leave in accordance with the Standards. For example, Full Time employees are entitled to ten (10) days' sick and carer's leave per annum. Part Time will be entitled to sick and carer's leave benefits calculated on a prorated basis. Sick and carer's leave accumulates from year to year but is not paid out upon termination of employment.
- 6.10 All Casual employees are entitled to the unpaid carer's leave benefits in accordance with the Standards.
- 6.11 You must notify Apple of your absence from work as soon as possible in accordance with the relevant Apple policy by contacting your Manager. Where possible, this notification must be given personally or by telephone.
- 6.12 You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer, or a single day that immediately precedes or follows an RDO or public holiday on which you are not working.
- 6.13 If Apple has a genuine concern about your fitness to work, Apple may require you to submit to a medical assessment in order to ascertain your fitness for work. You are required to do all things necessary to participate in any medical assessment undertaken by Apple to ascertain your fitness for work.

Compassionate Leave

- 6.14 You are entitled to compassionate leave benefits as set out in the Standards.
- 6.15 You are required to provide Apple with any documentary evidence Apple reasonably requires regarding any period of compassionate leave.

Long Service Leave

- 6.16 Long service leave shall accrue and be taken in accordance with applicable legislation in the State or Territory in which you are engaged.

Parental Leave

- 6.17 Unpaid parental leave will be available to eligible Employees in accordance with the Standards.
- 6.18 In addition, Apple provides paid parental leave for primary care-givers and non-primary care-givers. If you're a primary caregiver, you are entitled to up to sixteen (16) weeks of paid leave to prepare for and recover from childbirth, to bond with a newly born child or newly placed child for the purposes of adoption. If you're a non-primary caregiver, you are entitled to up to six (6) weeks of paid leave to bond with a newborn child or newly placed child for the purposes of adoption. Apple's paid parental leave (whether primary or non-primary) period runs concurrently with the Standards. Apple's parental leave pay is in addition to any government parental leave pay or contractual entitlements you may also be entitled to. Apple paid parental leave must be taken within the first year following the birth or placement of the child.

Interns, Engineering Interns and Employees on Fixed Term Contract are not eligible for Apple paid parental leave.

Jury Service

- 6.19 All Full Time and Part Time employees will be allowed paid leave when required to attend for Jury Service. During such leave, you will be paid your applicable Base Salary or Hourly Rate of Pay. To receive payment, you must provide to Apple proof of your requirement to attend, proof of actual attendance and monies received for such Jury Service.
- 6.20 The combination of work and Jury Service will not exceed the number of days you would normally be rostered to work in any fortnight.
- 6.21 If you are required to attend Jury Service during a period of annual leave, on producing satisfactory evidence of attendance, Apple will credit you with annual leave for the period for which Jury Service was attended.
- 6.22 If you are on Jury Service, you will not be required to attend work on that day.

Community Service Leave

- 6.23 You are entitled to Community Service Leave in accordance with the Standards.

Blood Donation Leave

- 6.24 Full Time and Part Time employees shall be allowed to take up to two (2) hours of blood donation leave on up to four (4) occasions per calendar year for the purposes of donating blood.
- 6.25 During such leave Apple will pay you your applicable Base Salary or Hourly Rate of Pay and you must provide Apple with proof of your attendance at a blood bank.
- 6.26 You must arrange for your absence to be on a day suitable to Apple and be as close as possible to the beginning or end of your working day. You must notify Apple as soon as possible of the time and date upon which you are requesting to be absent for the purpose of donating blood.

Family and Domestic Violence Leave

- 6.27 You will be entitled to ten (10) days paid family and domestic violence leave (as defined by the Standards) in a 12 month period.

Part Time employees

- 6.28 If you are a Part Time employee, your entitlement to any leave benefits under this Agreement will be on a prorated basis and in accordance with the Standards.

7. Training

- 7.1 To ensure personal and professional development, all Employees are to undertake internal and external training programs as directed by Apple. Where Apple and you agree that an activity undertaken by you is a component of a structured training program, Apple will meet all costs associated with the training.
- 7.2 Apple training programs may involve interstate and international travel.

- 7.3 When attending any training at the direction of Apple the following will apply:
- (a) the maximum hours that will be regarded as hours worked in any one day will be 7.6 hours;
 - (b) any travel time will not be regarded as hours worked unless such hours fall within your Rostered Hours in your home location.

8. Leaving Apple

- 8.1 If you are a Full Time or Part Time employee after the completion of your probationary period, either you or Apple may terminate your employment by giving to the other notice in accordance with the following scale as set out in the Act:

Period of continuous service	Period of notice
Less than 1 year service	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 8.2 If you are over the age of 45 years, you will be eligible for one (1) extra weeks' notice if you have completed at least two (2) years of continuous service (other than in instances of serious misconduct when no notice is payable).
- 8.3 Apple may, at its discretion, terminate your employment by paying you the sum equal to the amount of your applicable Hourly Rate of Pay or Base Salary which you would have accrued during the balance of the required notice period. The period of notice referred to in this clause includes any notice required to be given pursuant to the Act or any other law.
- 8.4 Apple may also terminate your employment without notice (and without making any payment in lieu of notice, subject to the Standards) for conduct justifying instant dismissal including, but not limited to:
- (a) serious misconduct (as defined in 1.07 of the *Fair Work Regulations 2009* (Cth)) or neglect;
 - (b) theft or fraud;
 - (c) unacceptable or offensive behaviour including physical aggression, verbal or written threats, stalking, destruction of property or any other workplace violence;
 - (d) harassment and/or unlawful discrimination against an employee, customer, contractor or any other person on site;

- (e) bringing the business of Apple into disrepute;
- (f) breaches of customer/client confidentiality;
- (g) being under the influence, using or possessing illegal drugs while at work;
- (h) being under the influence of alcohol whilst working;
- (i) refusing to comply with a lawful and reasonable direction;
- (j) not carrying out or acting outside of Work, Health and Safety responsibilities and obligations; or
- (k) seriously breaching the terms of your employment.

9. Redundancy

- 9.1 A redundancy is a decision made by Apple that a job being performed is no longer required to be performed and that the decision is not due to the ordinary and customary turnover of labour.
- 9.2 The redundancy provisions set out in this Agreement are subject to the exclusions set out in the Standards (including but not limited to sections 120 to 123 of the Act and any applicable regulations). Nothing in this Agreement is intended to limit Apple's ability to make an application to the Fair Work Commission to vary the redundancy provisions set out in this Agreement.
- 9.3 In addition to the period of notice prescribed for termination in clause 8, the following amounts of severance pay in respect of continuous service will be provided:

Years of Continuous Service	Redundancy Pay Period – Under 45 years of Age	Redundancy Pay Period – 45 Years of Age and Over
Less than 1 year	0	0
1 year and less than 2 years	4 Weeks' Pay	5 Weeks' Pay
2 years and less than 3 years	7 Weeks' Pay	8.75 Weeks' Pay
3 years and less than 4 years	10 Weeks' Pay	12.5 Weeks' Pay
4 years and less than 5 years	12 Weeks' Pay	15 Weeks' Pay
5 years and less than 6 years	14 Weeks' Pay	17.5 Weeks' Pay
6 years and over	16 Weeks' Pay	20 Weeks' Pay

10. Grievance Procedure

Where there is a grievance between you and Apple with respect to the application of this Agreement or the Standards, the parties must engage in the Grievance Procedure set out in Schedule B – Grievance Procedure of this Agreement.

11. Individual Flexibility Arrangements

You and Apple may agree to enter into an individual flexibility arrangement in accordance with the Act and Schedule C – Individual Flexibility Arrangements of this Agreement.

12. Consultation

12.1 Apple will communicate as early as reasonably practical in relation to:

- (a) a definite decision by Apple to introduce a major change to production, program, organisation, structure, or technology of its business in circumstances where the change is likely to have a significant effect on employees; or
- (b) if Apple proposes to introduce a change to the regular roster or ordinary hours of work of employees.

12.2 Apple and you agree to engage in the Consultation Procedure set out in Schedule D – Consultation Procedure of this Agreement.

13. Part Time Employees

13.1 If you are a Part Time employee, Apple will inform you in writing of the details of your Contract Hours, either on approval of this Agreement or at the time of engaging you.

13.2 Contract Hours will be:

- (a) a minimum of 19 hours per week (unless the employee requests to have Contract Hours less than this); and
- (b) less than 76 hours in each fortnightly pay period.

13.3 Apple will not roster a Part Time employee to work more than a maximum of ten (10) hours and less than a minimum of three (3) hours on any one day, exclusive of meal breaks.

13.4 A Part Time employee will have at least two (2) days off each week, unless mutually agreed.

13.5 Contract Hours can be varied at a Part Time employee's request, by agreement with Apple.

14. Casual Employees

14.1 Casual employees may be engaged on an hourly basis at any time on any day of the week. Casual employees are entitled to the Casual Hourly Rate of Pay, which

includes a 25% casual loading. The Minimum Casual Hourly Rates of Pay are set out in Schedule A of this Agreement. All casual engagements will be subject to the terms of this Agreement during the Term.

- 14.2 Apple selects its Casual employees from the casual pool of individuals who have been engaged by Apple. In order to remain in the casual pool, and to be considered for casual engagements, each Casual employee must satisfy the Casual Requirements set out in Schedule E of this Agreement. Where a Casual employee fails to meet the requirements of Schedule E, the Casual employee will cease to be regarded as a participant in the casual pool and no longer regarded as a Casual employee of Apple.
- 14.3 Casual employees will not be engaged to work for less than three (3) consecutive hours on any one day.
- 14.4 Casual employees are exempt from the Leaving Apple (clause 8) and Redundancy (clause 9) provisions of this Agreement.
- 14.5 Each casual engagement may be terminated with one (1) hours' notice. However, if a casual engagement is terminated during a shift, the Casual employee will be paid for the entire duration of the rostered shift.
- 14.6 An eligible Casual employee will receive an offer of casual conversion to either full time or part time employment in accordance with the Act. Apple will also consider any requests for casual conversion in accordance with the Act.

15. Suspension

- 15.1 You may be suspended from work without loss of pay at any time if Apple deems it necessary to investigate any incident or occurrence in the workplace.

16. Definitions

Act means the *Fair Work Act 2009* (Cth) as amended from time to time.

Agreement means the Apple National Enterprise Agreement 2022.

Apple means Apple Pty Ltd (ABN 46 002 510 054).

AppleCare means the business unit of Apple that employ AppleCare Team Members Level 1 to AppleCare Manager to provide a range of technical support or customer relations support outside of an Apple Retail Establishment. AppleCare employees (Level 1 to Manager) have the meanings as set out in Schedule A - Classifications and Minimum Rates of Pay for Part B Employees AppleCare Team Members (Level 1 and Level 2) and Managers may work remotely or from an Apple site.

Apple Retail Establishment means an Apple Retail store involved in the selling of Apple products or services.

Base Salary means the annual salary that is paid to Full Time employees and Part Time employees that is equivalent to or higher than the Minimum Base Salary (prorated for Part Time employees), without any loadings, allowances, premiums or penalties.

Casual means an employee engaged to work on a casual or “as required” basis in accordance with section 15A of the Act.

Casual Requirements are the requirements that Casual employees are required to complete as set out in Schedule D to this Agreement.

Continuous Service has the meaning as defined in the Act.

Contract Hours are the number of hours of work a Part Time employee will be guaranteed to be provided and paid in accordance with clause 13.

Employee shall mean all Full Time, Part Time and Casual employees employed by Apple that fall within the classifications as set out in clause 1.8 of this Agreement.

Exemption Salary as at the commencement of the Agreement shall be \$68,000 per annum. The Exemption Salary will increase as follows during the Term of the Agreement to:

- (a) \$69,904 per annum effective 1 November 2023;
- (b) \$71,722 per annum effective 1 November 2024;
- (c) \$73,586 per annum effective 1 November 2025.

Fixed Term Contract means a contract of engagement for a fixed duration.

Full Time means an employee engaged to work a minimum of 76 hours in each fortnightly pay period.

Hourly Rate of Pay means:

- (a) in relation to Full Time and Part Time employees, the hourly rate paid, which is calculated on your Base Salary (and prorated for Part Time employees) which may be equivalent to or higher than the Minimum Hourly Rate of Pay; and
- (b) in relation to Casual employees, the Casual Hourly Rate of Pay is the hourly rate paid which includes a 25% casual loading but does not include any loadings, allowances, premiums or penalties, and which may be equivalent to or higher than the Minimum Casual Hourly Rate of Pay. Apple will use the Casual Hourly Rate of Pay for the purposes of calculating Overtime rates of pay for Casual employees.

Minimum Base Salary means the minimum annual base rate payable for a classification set out in Schedule A for a Full Time employee and prorated for a Part Time employee in this Agreement.

Minimum Hourly Rate of Pay means the minimum hourly rate payable for a classification which is calculated on the full time Minimum Base Salary set out in Schedule A but does not include any loadings, allowances, premiums or penalties.

Minimum Casual Hourly Rate of Pay means the minimum hourly rate payable for a classification set out in Schedule A for Casual employees, inclusive of 25% casual loading but does not include any loadings, allowances, premiums or penalties.

Open Shift a shift which is open and available to be selected and worked by an Employee in the Apple scheduling system.

Overtime has the meaning set out in clauses 19, 28, 35 and 42 of this Agreement.

Overtime Hours for Part Time Employees has the meaning set out in clause 19.4 for Part Time employees covered by Part A of the Agreement and has the meaning set out in clause 28.3 for Part Time employees covered by Part B of the Agreement.

Part Time means an employee engaged to work their Contract Hours.

Part Time Additional Rostered Hours are additional rostered hours worked by a Part A employee as defined in clauses 17.8 and 17.9 (inclusive) and Part B employees as defined in clauses 26.10 and 26.11 (inclusive) of this Agreement in each fortnightly pay period. Part Time Additional Rostered Hours do not count for the purposes of calculating Overtime Hours for Part Time Employees.

Public Holiday includes any gazetted, statutory or proclaimed public holiday within the employee's State or Territory.

RDO means a rostered day off, which is any day that an employee is not rostered to perform work and does not work.

Rostered Hours means the hours that you are rostered to work in any relevant Roster Period or fortnightly pay period.

Roster Period:

- (a) for all Part A employees, is each single week from Saturday to Friday;
- (b) for Part B employees who are Retail Remote Support Employees and Retail Remote Support Managers, is each single week from Monday to Sunday;
- (c) for Part B employees who are AppleCare Team Members, AppleCare Managers, is a period of four consecutive months; and
- (d) for Part B employees who are Customer Care Consultants and Customer Care Managers, is a period of at least three consecutive months.

Sales Executive means a person nominated as such by Apple who is not a Sales Employee and is excluded from the operation of this Agreement. Sales Executives will include (but are not limited to) the following roles:

- (a) Sales VP/Director;
- (b) Sales Managers (Mgr2 or above);
- (c) Strategic Business Development Manager;
- (d) Sales Administration Manager; and
- (e) roles equivalent to the above.

Senior AppleCare Manager means a person nominated as such by Apple who is not an AppleCare Employee or AppleCare Manager and is excluded from the operation of this Agreement. Senior AppleCare Managers will include (but are not limited to) to the roles of Information Systems Director, Client Relationship Manager, Business Intel Analyst and Strategic Business Development roles.

Shift Worker for the purposes of any additional annual leave pursuant to the Standards, a shift worker means a Full Time or Part Time employee who is regularly

rostered to work and regularly works on Sundays and Public Holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

Standards means the National Employment Standards contained in the *Fair Work Act 2009* (Cth) as amended from time to time.

Term has the meaning set out in clause 1.5.

Transition Period means any work performed by a relevant Part A employee that is not at the direction of Apple, or is performed without approval of the employee's manager immediately prior to or immediately following an employee's Rostered Hours on any given day up to two (2) hours in the relevant fortnightly pay period.

Weeks' Pay for the purposes of clause 9.3 means your Weekly Rate of pay based on your Base Salary at the time of the termination of your employment.

You means an employee of Apple who is covered by this Agreement.

PART A Employees

The following provisions apply to Apple Retail Team Members and Apple Retail Managers only.

17. Rosters

- 17.1 Apple will determine rosters of work for Apple Retail Team Members and Apple Retail Managers on the basis of a weekly roster. Apple may roster all employees regardless of classification, to work on weekends and on Public Holidays. Whilst you are expected to be available to be rostered to work at any time across seven days of the week, Apple appreciates that there will be occasions where you may not be available to work. In these circumstances, Apple may agree to alternative rostering arrangements as reasonably requested in writing, having regard to the operational needs of the business and your individual circumstances, including any risk to your health and safety.
- 17.2 Effective no later than eight (8) weeks from the commencement of this Agreement, the following two scheduling options will apply:
- (a) Full Time employees who provide six (6) days of availability each Roster Period, may select one day from Monday to Friday as a fixed RDO each week, as agreed with their manager through Apple's scheduling system. The scheduling of any other RDO in that Roster Period may vary from week to week, and may fall on any of the employee's six (6) days of availability; or
 - (b) Full Time employees who provide seven (7) days of availability in a Roster Period will be rostered with two consecutive days off in that Roster Period. The two consecutive days off each week may vary each Roster Period. To support special events, store meetings, in weeks where the store days of operation change and other events outside of Apple's control, Apple may not provide two consecutive days off in a Roster Period.

Rostering Principles

- 17.3 Apple will establish rosters in accordance with business' needs having regard to operational requirements, seasonal requirements and employees' availability. If you need to change your availability you will need to inform your manager through Apple's availability system, prior to the commencement of the Roster Period or at any time prior to the commencement of the fortnightly pay period.
- 17.4 Apple will post rosters online a minimum of two (2) weeks in advance of the commencement of the Roster Period.
- 17.5 From time to time, to support special events or events outside of Apple's control, Apple may make changes to the roster before the commencement of any shift on a specific date or during any roster period by giving you three (3) days' notice.
- 17.6 Apple will ensure that an employee has at least twelve (12) consecutive hours off work between ceasing a shift and commencing a new shift. If Apple requests that you extend your shift, and your extended shift makes the break between your next shift less than twelve (12) consecutive hours, you may refuse. If you agree, and the time is considered as Overtime, or Overtime Hours for Part Time Employees, you will be paid according to the applicable rate under Clause 19.3 and 19.7 (as applicable).

- 17.7 Apple will not roster an employee to work more than a maximum of ten (10) hours on any one day (excluding meal breaks). The maximum number of consecutive days you may work is six (6) consecutive days unless requested by the employee and agreed by Apple.

Part Time Additional Rostered Hours

- 17.8 A Part Time employee may work additional Rostered Hours in the following ways:
- (a) You may advise Apple that you are available to work hours in addition to your Contract Hours. This change in availability will need to be given to Apple at least three (3) days' in advance of the commencement of each Roster Period. Apple may roster Part Time employees to work their Contract Hours and any additional hours in a Roster Period. These additional hours agreed to be worked by you and worked by you will be regarded as Part Time Additional Rostered Hours; or
 - (b) At any time, during a Roster Period you may decide to pick up any Open Shift that is available on the Apple scheduling system. Any Open Shift that is picked up by you either prior to or during each Roster Period will be regarded as Part Time Additional Rostered Hours. You are unable to nominate yourself to work an Open Shift once the relevant shift has commenced; or
 - (c) You decide to swap a shift with another employee that changes the hours that you are rostered to work in a Roster Period. If you arrange to swap a shift with another employee prior to or during a Roster Period, any additional hours worked by you as a result of the shift swap will be regarded by Apple as Part Time Additional Rostered Hours.
- 17.9 A Part Time employee may work Part Time Additional Rostered Hours provided that the employee:
- (a) is available to work the Part Time Additional Rostered Hours in the Roster Period; and
 - (b) is rostered to work less than 76 hours in any each fortnightly pay period.

18. Working Hours

- 18.1 You will be rostered to work generally between 6:00am and 10:00pm any day of the Roster Period.
- 18.2 If you are a Full Time employee, you will be rostered to work a minimum of 76 hours per fortnight. Full Time employees' may not be rostered to work for less than three (3) consecutive hours per day. For the purposes of this clause, these minimum 76 hours in each single fortnight period include any hours of authorised leave.
- 18.3 If you are a Part Time employee you will be rostered to work no less than your Contract Hours each Roster Period but less than 76 hours in each fortnightly pay period. Part Time employees will not be rostered to work for less than three (3) consecutive hours per shift.

- 18.4 If you are a Casual employee, Apple will not roster you to work more than a maximum of 76 hours per fortnight. Casual employees will not be rostered to work for less than three (3) consecutive hours per day.
-

19. Overtime

- 19.1 Subject to clause 25 (Exceptions) any hours of work performed by Full Time and Casual employees in excess of 76 hours in any fortnightly pay period at the direction of or approved by your relevant manager, will be considered to be Overtime. For the purposes of this clause, hours of work within the relevant fortnightly pay period exclude any unpaid leave taken during the relevant fortnightly pay period for the calculation of Overtime.
- 19.2 Overtime rates of pay are only payable if the Overtime hours are approved by your relevant Manager prior to the commencement of the Overtime. If you agree to work Overtime, and your Overtime hours are approved by your relevant Manager beforehand, Apple will pay you Overtime rates of pay.
- 19.3 Apple will pay and calculate overtime hours with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rates of:
- (a) 150%, for the first two (2) hours of Overtime in any fortnightly pay period; and
 - (b) 200% for every hour of Overtime worked in excess of the first two (2) hours in any fortnightly pay period.

Part Time employees

- 19.4 Subject to clause 25 (Exceptions), Apple will provide Part Time employees with additional compensation for any hours worked at the direction of or approved by your relevant manager in excess of:
- (a) your Contract Hours; and
 - (b) any rostered Part Time Additional Rostered Hours that are worked by you in the relevant fortnightly pay period; and
 - (c) any Transition Period work performed by you in the relevant fortnightly pay period,

these additional hours will be regarded as **Overtime Hours for Part Time Employees**.

- 19.5 When calculating Overtime Hours for Part Time Employees, unpaid leave will be excluded.
- 19.6 Your Contract Hours, any rostered Part Time Additional Rostered Hours and any Transition Period work performed by you in the relevant fortnightly pay period will be paid at your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate).

EXAMPLE

Kwang is a Part Time Retail Team Member Level 1 employee. Kwang's Contract Hours are currently 19 hours per week. However, his personal circumstances have

changed and Kwang has told Apple that he is now available for the next 4 weeks to work more hours each week.

Apple posts its roster online 2 weeks prior to the Roster Period commencing, and Apple rosters Kwang to work 22 hours each week. These additional 3 hours are Part Time Additional Rostered Hours and Kwang will be paid his Base Salary or Hourly Rate of Pay (as applicable) for these additional hours worked. Kwang will not be entitled to Overtime rates in respect of these 3 additional hours worked by him.

19.7 Apple will pay and calculate Overtime Hours for Part Time Employees with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rates of:

- (a) 150% for the first two (2) hours of Overtime Hours for Part Time Employees in any fortnightly pay period; and
- (b) 200% for every hour of Overtime Hours for Part Time Employees worked in excess of the first two (2) hours in any fortnightly pay period.

20. Weekend Work

20.1 If you are an Apple Retail Team Member Level 1 or Level 2 and you are required to work on a Saturday or Sunday, weekend premiums will apply.

20.2 Subject to clause 25 (Exceptions), Apple will pay the following premiums for weekend work, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked on a:

- (a) Saturday - at the rate of 125%;
- (b) Sunday - at the rate of 150%.

21. Late Night Work

21.1 Subject to clause 25 (Exceptions), if you work between the hours of 6:00pm and 6:00am, you are entitled to be paid at the rate of 125%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with Schedule A), for all hours worked between 6:00pm and 6:00am.

22. Breaks

22.1 During your Rostered Hours on any day, Apple will provide paid rest breaks and unpaid meal breaks as follows:

Apple Retail	Paid Rest Break	Unpaid Meal Break
If you work more than 4 hours and up to (and including) 5 hours	15 minutes	None

Apple Retail	Paid Rest Break	Unpaid Meal Break
If you work more than 5 hours and up to (and including) 7 hours	15 minutes	30 minutes
If you work more than 7 hours and up to (and including) 8 hours	2 x 15 minutes	30 minutes
If you work more than 8 hours and up to (and including) 11 hours	3 x 15 minutes	30 minutes

- 22.2 Meal breaks are not regarded as time worked.
- 22.3 All breaks are to be taken at the direction of Apple in accordance with clause 22. If you are working remotely, you must ensure that you take the required rest break and meal breaks in accordance with the above. You must record any breaks by electronic means as directed by Apple from time to time. A rest break and a meal break cannot be taken within one (1) hour of each other, unless approved by your manager.

23. Public Holidays

- 23.1 If you are a Full Time or Part Time employee you will be entitled to be absent from work for all Public Holidays in the State or Territory in which you work. If you are absent as a result of a Public Holiday you are entitled to be paid for your Rostered Hours on that day.
- 23.2 Apple may request that you work on a Public Holiday for legitimate business needs. Any such request will be made having regard to the Standards. You may refuse the request where reasonable, in accordance with section 114(4) of the Act. Where you work on a Public Holiday, the following Public Holiday premiums will apply:
- (a) If you are an Apple Retail Team Member Level 1 or Level 2, you will be paid at the rate of 250% calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate) for all hours worked;
 - (b) if you are an Apple Retail Manager, you will be paid your Base Salary for all Rostered Hours worked and receive time off in lieu (**TOIL**) on an hour for hour basis for all Rostered Hours worked on the Public Holiday.
- 23.3 If you are a Full Time employee and your RDO falls on a Public Holiday in the State or Territory in which you work, you will be entitled to 7.6 hours of TOIL. If you are a Part Time employee and your RDO falls on a Public Holiday in the State or Territory in which you work you will be entitled to 3.8 hours of TOIL.
- 23.4 You must seek the approval of Apple before electing to use TOIL.
- 23.5 Apple will pay out accrued but untaken TOIL on your request at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 100%.
- 23.6 Apple will pay out accrued but untaken TOIL on termination of employment at your Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rate of 150%.

Public Holiday Scenario	Apple Retail Team Member - Part Time & Full Time	Apple Retail Manager - Part Time & Full Time
Rostered to work on a Public Holiday.	The highest applicable penalty rate (250%) is payable for all hours worked calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate).	Paid their Base Salary and receive TOIL for all Rostered Hours worked.
Does not work on a Public Holiday due to a RDO or because store/work location is closed.	Part Time -receives 3.8 hours of TOIL. Full Time - receives 7.6 hours of TOIL.	Part Time - receives 3.8 hours of TOIL. Full Time - receives 7.6 hours of TOIL.
Is rostered to work on a Public Holiday but chooses to be absent, providing reasonable notice.	Paid at the Hourly Rate of Pay or Base Salary for Rostered Hours on that day.	Paid Base Salary for Rostered Hours on that day.

24. Meal Allowance

24.1 You will be eligible to receive a meal allowance in circumstances where you:

- (a) have performed over 76 hours of work in any fortnightly pay period; and
- (b) after you have satisfied clause 24.1(a) you are required, in any single shift, to work more than one (1) hour past your Rostered Hours in the same fortnightly pay period, without 24 hours notification.

24.2 The amount of the meal allowance payable will be \$20.01. You will not be eligible to receive a meal allowance if you perform less than 76 hours of work in any fortnightly pay period.

EXAMPLE

Li is a Retail Team Member Level 1. Over the first 12 days of the fortnightly pay period, Li has agreed to work overtime and has worked 71 hours over 9 shifts. When Li arrives at work on day 13 of the fortnightly pay period for a 5 hour shift, her manager asks Li to work an additional 2 hours to cover for a colleague who is unwell. Li is entitled to a meal allowance for that shift.

25. Exceptions from Part A

25.1 The following clauses of this Agreement do not apply to you if you are an Apple Retail Manager:

- (a) Overtime (clause 19);
- (b) Weekend Work (clause 20); and
- (c) Late Night Work (clause 21).

PART B Employees

The following provisions apply only to Retail Remote Support Employees, Retail Remote Support Managers, AppleCare Team Members, AppleCare Managers, Customer Care Consultants and Customer Care Managers.

26. Rosters

- 26.1 Apple will determine rosters of work for Retail Remote Support Employees and Retail Remote Support Managers, on the basis of the applicable Roster Period. There may be frequent variations to these rosters from one Roster Period to another.
- 26.2 Apple will determine rosters of work for AppleCare Team Members, AppleCare Managers, Customer Care Consultants and Customer Care Managers on the basis of the applicable Roster Period. There may be frequent variations to rosters from one Roster Period to another.
- 26.3 Apple may roster all employees regardless of classification, to work on weekends and on Public Holidays. Whilst you are expected to be available to be rostered to work at any time across seven days of the week, Apple appreciates that there will be occasions where you may not be available to work. In these circumstances, Apple may agree to alternative rostering arrangements as reasonably requested in writing, having regard to the operational needs of the business and your individual circumstances, including any risk to your health and safety.
- 26.4 Effective no later than eight (8) weeks from the commencement of this Agreement, the following two scheduling options will apply:
- (a) Full time employees who provide six (6) days of availability each week in a Roster Period may select one day from Monday to Friday as a fixed RDO each week, as agreed with their manager through Apple's scheduling system. The scheduling of any other RDO in that Roster Period may vary from week to week, and may fall on any of the employee's six (6) days of availability; or
 - (b) Full Time employees who provide seven (7) days of availability each week in a Roster Period will be rostered with two consecutive days off each week in that Roster Period. The consecutive days off each week may vary each Roster Period. To support special events, store meetings, in weeks where the store days of operation change and other events outside of Apple's control, Apple may not provide two consecutive days off in the relevant Roster Period.

Rostering Principles

- 26.5 Apple will establish rosters in accordance with business needs having regard to operational requirements, seasonal requirements and employees' availability. If you need to change your availability you will need to inform your manager through Apple's availability system, prior to the commencement of the Roster Period or at any time prior to the commencement of the fortnightly pay period.
- 26.6 Apple will post rosters online a minimum of 2 weeks' in advance of the commencement of the Roster Period.

- 26.7 From time to time, to support special events or events outside of Apple's control, Apple may make changes to a roster before the commencement of any shift on a specific date or during any Roster Period by giving you 3 days' notice.
- 26.8 Apple will ensure that an employee has at least 12 consecutive hours off duty between ceasing a shift and commencing a new shift.
- 26.9 Apple will not roster you to work more than a maximum of 10 hours on any one day (excluding meal breaks). The maximum number of consecutive days you may work is 6 consecutive days in a Roster Period, unless requested by the employee and agreed by Apple.

Part Time Additional Rostered Hours

- 26.10 A Part Time employee may work additional rostered hours in the following ways:
- (a) You may advise Apple that you are available to work hours in addition to your Contract Hours. This change in availability will need to be given to Apple at least three (3) days' in advance of the commencement of each Roster Period. Apple may roster Part Time employees to work their Contract Hours and any additional hours in a Roster Period. These additional hours worked by you will be regarded as Part Time Additional Rostered Hours; or
 - (b) At any time, during a Roster Period you may decide to pick up any Open Shift that is available on the Apple scheduling system. Any Open Shift that is picked up by you either prior to or during each Roster Period will be regarded by Apple as Part Time Additional Rostered Hours. You are unable to nominate yourself to work an Open Shift once the relevant shift has commenced; or
 - (c) You decide to swap a shift with another employee that changes the hours that you are rostered to work in a Roster Period. If you arrange to swap a shift with another employee prior to or during a Roster Period, any additional hours worked by you as a result of the shift swap will be regarded by Apple as Part Time Additional Rostered Hours.
- 26.11 A Part Time employee may work Part Time Additional Rostered Hours provided that the employee:
- (a) is available to work the Part Time Additional Rostered Hours in the Roster Period; and
 - (b) is rostered to work less than 76 hours in any fortnightly pay period.

27. Working Hours

- 27.1 You will be rostered to work generally between 6:00am and 10:00pm Monday to Sunday.
- 27.2 If you are a Full Time employee, you will be rostered to work a minimum 76 hours per fortnight. Full Time employees may not be rostered to work for less than three (3) consecutive hours per day. For the purposes of this clause, these minimum 76 hours in each single fortnight period include any hours of authorised leave.

- 27.3 If you are a Part Time employee you will be rostered to work no less than your Contract Hours each week, but less than 76 hours in each fortnightly pay period. Part Time employees may not be rostered to work for less than three (3) consecutive hours per day.
- 27.4 If you are a Casual employee Apple will not roster you to work more than a maximum of 76 hours per fortnight. Casual employees will not be rostered to work for less than three (3) consecutive hours per day.
-

28. Overtime

- 28.1 Subject to clause 33 (Exceptions) any of the following hours of work performed by Full Time and Casual employees in excess of 38 hours in any week either:
- (a) at the direction of or approved by your relevant manager; or
 - (b) without approval of your relevant manager immediately following your Rostered Hours on any given day in order to finalise a customer interaction commenced prior to the scheduled end of your shift;

will be considered to be Overtime. For the purposes of this clause and subject to the Standards, hours of work exclude any unpaid leave taken during the relevant week for the calculation of Overtime.

- 28.2 Apple will pay and calculate overtime hours with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rates of:
- (a) 150%, for the first two (2) hours of Overtime in any weekly period; and
 - (b) 200% for every hour of Overtime worked in excess of the first two (2) hours in any weekly period.

Part Time employees

- 28.3 Subject to clause 33 (Exceptions), Apple will provide Part Time employees with additional compensation for any hours worked:
- (a) at the direction of or approved by your relevant manager in excess of:
 - (i) your Contract Hours; and
 - (ii) any rostered Part Time Additional Rostered Hours that are worked by you in the relevant weekly period; and
 - (b) without approval of your relevant manager immediately following your Rostered Hours on any given day in order to finalise a customer interaction commenced prior to the scheduled end of your shift;

these additional hours will be regarded as **Overtime Hours for Part Time Employees**.

- 28.4 When calculating Overtime Hours for Part Time Employees, unpaid leave will be excluded.
- 28.5 Your Contract Hours and any rostered Part Time Additional Rostered Hours performed by you in the relevant weekly period will be paid at your applicable Hourly

Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with Schedule A).

- 28.6 Apple will pay and calculate Overtime Hours for Part Time Employees with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rates of:
- (a) 150% for the first two (2) hours of Overtime Hours for Part Time Employees in any weekly period; and
 - (b) 200% for every hour of Overtime Hours for Part Time Employees worked in excess of the first two (2) hours in any weekly period.
-

29. Weekend Work

- 29.1 If you fall within one of the classifications listed below and you are required to work on a Saturday or Sunday weekend premiums will apply:
- (a) AppleCare Team Member Level 1 or Level 2;
 - (b) Retail Remote Support Employee;
 - (c) Customer Care Consultant Level 1 or Level 2.
- 29.2 Apple will pay the following premiums for weekend work, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked on a:
- (a) Saturday- at the rate of 125%;
 - (b) Sunday - at the rate of 150%.
- 29.3 Notwithstanding clause 1.7, where an Apple Care Team Member Level 1 or Level 2, Retail Remote Support Employee or a Customer Care Consultant Level 1 or Level 2 is rostered to work and works hours on either the Saturday and Sunday of a weekend, the Team Member will receive, in addition to their Hourly Rate and Saturday and Sunday premium pursuant to clause 29.2, a Weekend Work Allowance calculated in accordance with the following formula:
- (a) Hours worked on a Saturday x \$10.20 per hour; and
 - (b) Hours worked on a Sunday x \$15.80 per hour.
-

30. Late Night Work

- 30.1 Subject to clause 33 (Exceptions), if you work between the hours of 8:00pm and 9:00am, you are entitled to be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with Schedule A), for all hours worked between 8:00 pm and 9:00 am.

31. Breaks

Retail Remote Support

31.1 During your Rostered Hours on any day, Apple will provide paid rest breaks and unpaid meal breaks as follows:

Retail Support	Paid Rest Break	Unpaid Meal Break
If you work more than 4 hours and up to (and including) 5 hours	15 minutes	None
If you work more than 5 hours and up to (and including) 7 hours	15 minutes	30 minutes
If you work more than 7 hours and up to (and including) 8 hours	2 x 15 minutes	30 minutes
If you work more than 8 hours and up to (and including) 11 hours	3 x 15 minutes	30 minutes

AppleCare / Customer Care

AppleCare /Customer Care	Paid Rest Break	Unpaid Meal Break
If you work more than 4 hours and up to (and including) 5 hours	15 minutes	None
If you work more than 5 hours and up to (and including) 7 hours	15 minutes	30 minutes
If you work more than 7 hours and up to (and including) 8 hours	2 x 15 minutes	60 minutes
If you work more than 8 hours and up to (and including) 11 hours	2 x 15 minutes	60 minutes

- 31.2 Meal breaks are not regarded as time worked.
- 31.3 All breaks are to be taken at the direction of Apple in accordance with clause 31.
- 31.4 If you are working remotely, you must ensure that you take the required rest break and meal breaks in accordance with the above. You must record any breaks by electronic means as directed by Apple from time to time.
- 31.5 A rest break and a meal break cannot be taken within one (1) hour of each other, unless approved by your manager.

32. Public Holidays

- 32.1 If you are a Full Time or Part Time employee you will be entitled to be absent from work for all Public Holidays in the State or Territory in which you work. If you are absent as a result of a Public Holiday you are entitled to be paid for your Rostered Hours on that day.
- 32.2 Apple may request that you work on a Public Holiday for legitimate business needs. Any such request will be made having regard to the Standards. You may refuse the request where reasonable, in accordance with section 114(4) of the Act. Where you work on a Public Holiday the following Public Holiday premiums will apply:
- (a) if you are a Retail Remote Support Employee, Customer Care Consultant (Level 1 or Level 2), AppleCare Team Member (Level 1 or Level 2) you will be paid at the rate of 250% calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate) for all hours worked;
 - (b) if you are a Retail Remote Support Manager, AppleCare Manager you will be paid your Base Salary for all Rostered Hours worked and receive TOIL on an hour for hour basis for all Rostered Hours worked on the Public Holiday.
- 32.3 If you are a Full Time employee and your RDO falls on a Public Holiday in the State or Territory in which you work, you will be entitled to 7.6 hours of TOIL. If you are a Part Time employee and your RDO falls on a Public Holiday in the State or Territory in which you work you will be entitled to 3.8 hours of TOIL.
- 32.4 You must seek the approval of Apple before electing to use TOIL.
- 32.5 Apple will pay out accrued but untaken TOIL on your request at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 100%.
- 32.6 Apple will pay out accrued but untaken TOIL on termination of employment at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 150%.

Public Holiday Scenario	Retail Remote Support Employee/AppleCare Team Member/ Customer Care Consultant - Part Time & Full Time	Retail Remote Support Manager / AppleCare Manager /Customer Care Manager - Part Time & Full Time
Rostered to work on a Public Holiday.	The highest applicable penalty rate (250%) is payable for all hours worked calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay).	Paid their Base Salary and receive TOIL for all Rostered Hours worked.
Does not work on a Public Holiday due to a RDO or because	Part Time -receives 3.8 hours of TOIL.	Part Time - receives 3.8 hours of TOIL.

Public Holiday Scenario	Retail Remote Support Employee/AppleCare Team Member/ Customer Care Consultant - Part Time & Full Time	Retail Remote Support Manager / AppleCare Manager /Customer Care Manager - Part Time & Full Time
store/work location is closed.	Full Time - receives 7.6 hours of TOIL.	Full Time - receives 7.6 hours of TOIL.
Is rostered to work on a Public Holiday but chooses to be absent, providing reasonable notice.	Paid at the Hourly Rate of Pay or Base Salary for Rostered Hours on that day.	Paid Base Salary for Rostered Hours on that day.

33. Exceptions from Part B

33.1 The following clauses of this Agreement do not apply to you if you are a Retail Remote Support Manager, AppleCare Manager or Customer Care Manager:

- (a) Overtime (clause 28);
- (b) Weekend Work (clause 29); and
- (c) Late Night Work (clause 30).

PART C Employees

The following provisions in Part C of this Agreement only apply to Technology Employees, Sales Employees, Customer Relations / Training Employees, Clerical Administrative Facilities and Interns.

34. Rosters and Working Hours

- 34.1 You will generally be required to work between 8:00am and 6:00pm Monday to Friday.
 - 34.2 With the exception of Sales Employees, Apple does not generally roster or require Part C Employees to work on weekends (Saturday or Sunday).
 - 34.3 If you are a Full Time employee, you will be required to work a minimum 76 hours per fortnight. Full Time employees may not be required to work for less than three (3) consecutive hours per day. For the purposes of this clause, these minimum 76 hours in each single fortnight period include any hours of authorised leave.
 - 34.4 If you are a Part Time employee, you will be required to work no less than your Contract Hours. Part Time employees will not be required to work for less than three (3) consecutive hours per day.
 - 34.5 If you are a Casual employee Apple will not roster you to work more than a maximum of 76 hours per fortnight. Casual employees will not be rostered to work for less than three (3) consecutive hours per day.
 - 34.6 Apple may direct you to work up to a maximum of 10 hours on any one day, exclusive of meal breaks.
-

35. Overtime

- 35.1 Subject to clause 40 (Exceptions) any hours of work performed by Full Time and Casual employees in excess of 76 hours in any fortnightly pay period at the direction of your relevant manager, will be considered to be Overtime. For the purposes of this clause, hours of work within the relevant fortnightly pay period exclude any unpaid leave taken during the relevant fortnightly pay period for the calculation of Overtime.
- 35.2 Overtime rates of pay are only payable if you agree to work Overtime and the Overtime hours are approved by your relevant Manager prior to the commencement of the Overtime.
- 35.3 Apple will pay overtime hours calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rates of:
 - (a) 150%, for the first two (2) hours of Overtime in any fortnightly pay period; and
 - (b) 200% for every hour of Overtime worked in excess of the first two (2) hours in any fortnightly pay period.

Part Time employees

35.4 Subject to clause 40 (Exceptions), where eligible Part Time employees are offered and agree to work hours which exceed the agreed Contract Hours, such hours will be regarded as Overtime and Apple will pay you at the rates of:

- (a) 150%, for the first two (2) hours of overtime in any fortnightly pay period; and
- (b) 200% for every hour of overtime worked in excess of the first two (2) hours in any fortnightly pay period.

calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate).

36. Weekend Work

36.1 Subject to clause 40 (Exceptions), if you are required to work on a Saturday, you will be paid at the rate of 125%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked.

36.2 Subject to clause 40 (Exceptions), if you are required to work on Sunday, you will be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked.

36.3 Apple will not roster employees to work less than four (4) hours on either a Saturday or Sunday, exclusive of meal breaks.

37. Late Night Work

37.1 Subject to clause 40 (Exceptions), if you work between the hours of 10:00pm and 6:00am, you are entitled to be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked between 10:00pm and 6:00am.

38. Public Holidays

38.1 If you are a Full Time or Part Time employee you will be entitled to be absent from work for all Public Holidays in the State or Territory in which you work. If you are absent as a result of a Public Holiday you are entitled to be paid for your rostered hours or regular working hours on that day.

38.2 Apple may request that you work on a Public Holiday for legitimate business needs. Any such request will be made having regard to the Standards. You may refuse the request, where reasonable, in accordance with section 114(4) of the Act. Where you work on a Public Holiday the following Public Holiday penalties will apply:

- (a) if you are a Part C Employee in receipt of a Base Salary (full time equivalent) of less than the Exemption Salary you will be paid at the rate of 250% calculated with reference your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay in accordance with Schedule A for all hours worked);

- (b) if you are Part C Employee in receipt of a Base Salary (full time equivalent) of the Exemption Salary or above you will receive TOIL for your rostered hours or regular working hours on that day.

38.3 You must seek the approval of Apple before electing to use TOIL.

38.4 Apple will pay out accrued but untaken TOIL on your request at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 100%.

38.5 Apple will pay out accrued but untaken TOIL on termination of employment at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 150%.

39. Breaks

39.1 All Part C Employees who work more than five (5) hours on any day will be entitled to an unpaid meal break of no less than 30 minutes each day.

39.2 Meal breaks are not regarded as time worked.

39.3 All breaks are to be taken at the direction of Apple.

39.4 If you are working remotely, you must ensure that you take your meal breaks each day. You must record any breaks as directed by Apple from time to time.

40. Exceptions from Part C

40.1 The following clauses of this Agreement do not apply to any Part C Employee in receipt of a Base Salary (full time equivalent) of the Exemption Salary or above:

- (a) Overtime (clause 35);
- (b) Weekend Work (clause 36);
- (c) Late Night Work (clause 37);
- (d) On-Call Shift (clause 4.5); and
- (e) Call Back (clause 4.6).

PART D Employees

The following provisions in Part D of this Agreement only apply to Engineering Employees and Engineering Interns.

41. Rosters and Working Hours

- 41.1 You will generally be required to work between 8:00am and 6:00pm Monday to Friday.
 - 41.2 Apple does not generally roster or require Part D Employees to work on weekends (Saturday or Sunday).
 - 41.3 If you are a Full Time employee, you will be required to work a minimum 76 hours per fortnight. Full Time employees will not be required to work for less than three (3) consecutive hours per day. For the purposes of this clause, these minimum 76 hours in each single fortnight period include any hours of authorised leave.
 - 41.4 If you are a Part Time employee, you will be required to work no less than your Contract Hours. Part Time employees will not be required to work for less than three (3) consecutive hours per day.
 - 41.5 If you are a Casual employee Apple will not roster you to work more than a maximum of 76 hours per fortnight. Casual employees will not be rostered to work for less than three (3) consecutive hours per day.
 - 41.6 Apple may direct you to work up to a maximum of 10 hours on any one day, exclusive of meal breaks.
-

42. Overtime

- 42.1 Subject to clause 47 (Exceptions) any hours of work performed by Full Time and Casual employees in excess of 76 hours in any fortnightly pay period at the direction of your relevant manager, will be considered to be Overtime. For the purposes of this clause, hours of work within the relevant fortnightly pay period exclude any unpaid leave taken during the relevant fortnightly pay period for the calculation of Overtime.
- 42.2 Overtime rates of pay are only payable if you agree to work Overtime and the Overtime hours are approved by your relevant Manager prior to the commencement of the Overtime.
- 42.3 Apple will pay overtime hours calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), at the rates of:
 - (a) 150%, for the first two (2) hours of Overtime in any fortnightly pay period; and
 - (b) 200% for every hour of Overtime worked in excess of the first two (2) hours in any fortnightly pay period.

Part Time employees

- 42.4 Subject to clause 47 (Exceptions), where eligible Part Time employees are offered and agree to work hours which exceed the agreed Contract Hours, such hours will be regarded as overtime and Apple will pay you at the rates of:

- (a) 150%, for the first two (2) hours of overtime in any fortnightly pay period; and
- (b) 200% for every hour of overtime worked in excess of the first two (2) hours in any fortnightly pay period,

calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate of pay).

43. Weekend Work

- 43.1 Subject to clause 47 (Exceptions), if you are required to work on a Saturday, you will be paid at the rate of 125%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked.
 - 43.2 Subject to clause 47 (Exceptions), if you are required to work on Sunday, you will be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked.
 - 43.3 Apple will not roster Employees to work less than four (4) hours on either a Saturday or Sunday, exclusive of meal breaks.
-

44. Late Night Work

- 44.1 Subject to clause 47 (Exceptions), if you work between the hours of 10:00pm and 6:00am, you are entitled to be paid at the rate of 150%, calculated with reference to your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate), for all hours worked between 10:00pm and 6:00am.
-

45. Public Holidays

- 45.1 If you are a Full Time or Part Time employee you will be entitled to be absent from work for all Public Holidays in the State or Territory in which you work. If you are absent as a result of a Public Holiday you are entitled to be paid for your rostered hours or regular working hours on that day.
- 45.2 Apple may request that you work on a Public Holiday for legitimate business needs. Any such request will be made having regard to the Standards. You may refuse the request, where reasonable, in accordance with section 114(4) of the Act. Where you work on a Public Holiday the following Public Holiday penalties will apply:
 - (a) if you are a Part D Employee in receipt of a Base Salary of less than the Exemption Salary you will be paid at the rate of 250% calculated with reference your applicable Hourly Rate of Pay or Base Salary (converted to an hourly rate) for all hours worked; or
 - (b) if you are Part D Employee in receipt of a Base Salary of the Exemption Salary or above you will receive TOIL for your rostered hours or regular working hours on that day.
- 45.3 You must seek the approval of Apple before electing to use TOIL.
- 45.4 Apple will pay out accrued but untaken TOIL on your request at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 100%.

45.5 Apple will pay out accrued but untaken TOIL on termination of employment at your Hourly Rate of Pay or Base Salary (converted to an hourly rate) at the rate of 150%.

46. Breaks

46.1 All Part D Employees who work more than five (5) hours on any day will be entitled to an unpaid meal break of no less than 30 minutes each day.

46.2 Meal breaks are not regarded as time worked.

46.3 All breaks are to be taken at the direction of Apple.

46.4 If you are working remotely, you must ensure that you take your meal breaks each day. You must record any breaks as directed by Apple from time to time.

47. Exceptions from Part D

47.1 The following clauses of this Agreement:

- (a) Overtime (clause 42);
- (b) Weekend Work (clause 43);
- (c) Late Night Work (clause 44);
- (d) On-Call Shift (clause 4.5); and
- (e) Call Back (clause 4.6).

do not apply to any:

- (i) Engineering Employee (paid in accordance with the minimum base salary set out at Schedule A); or
- (ii) Engineering Intern in receipt of a Base Salary (full time equivalent) of the Exemption Salary or above.

Schedule A

Classifications and Minimum Rates of Pay

The Minimum Base Salaries and Minimum Hourly Rates of Pay for Full Time, Part Time and Casual Employees are set out in the tables below. The Minimum Base Salaries set out below are prorated for Part Time Employees on the basis that the full time Minimum Base Salary represents 164.67 hours per month and 1976.04 hours per annum.

Where this Agreement requires the calculation of:

- (a) a Weekly Rate for Full Time or Part Time Employees, the Weekly Rate shall be the full time Base Salary divided by 52;
- (b) a Daily Rate for Full Time or Part Time, the Daily Rate shall be the full time Base Salary divided by 260;
- (c) an hourly rate for Full Time or Part Time the hourly rate shall be the full time Base Salary divided by 1976.04.

For the purposes of Schedule A the Minimum Rates of Pay on approval of the Agreement means the first full pay period on or after the commencement date of the Agreement following the approval of the Fair Work Commission.

Part A Employees

Minimum Rates of Pay on Approval of Agreement by the Fair Work Commission			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Retail Team Member Level 1	\$ 54,618	\$ 27.64	\$ 34.55
Apple Retail Team Member Level 2	\$ 63,075	\$ 31.92	\$ 39.90
Apple Retail Manager	\$ 90,898	\$ 46.00	\$ 57.50

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Retail Team Member Level 1	\$ 56,147	\$ 28.41	\$ 35.52
Apple Retail Team Member Level 2	\$ 64,841	\$ 32.81	\$ 41.02
Apple Retail Manager	\$ 93,443	\$ 47.29	\$ 59.11

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Retail Team Member Level 1	\$ 57,607	\$ 29.15	\$ 36.44
Apple Retail Team Member Level 2	\$ 66,527	\$ 33.67	\$ 42.08
Apple Retail Manager	\$ 95,872	\$ 48.52	\$ 60.65

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Apple Retail Team Member Level 1	\$ 59,105	\$ 29.91	\$ 37.39
Apple Retail Team Member Level 2	\$ 68,257	\$ 34.54	\$ 43.18
Apple Retail Manager	\$ 98,365	\$ 49.78	\$ 62.22

Classifications

To be classified as an Apple Retail Team Member or Apple Retail Manager, you must be employed by Apple in an Apple Retail Establishment appointed to one of the following classifications:

1. **Apple Retail Team Member Level 1** - means an Apple Retail Team Member who may be required to perform any of the following retail functions:
 - (a) Receiving of goods;
 - (b) Display, shelf filling, replenishment of goods;
 - (c) Provision of information, advice and assistance to customers;
 - (d) Demonstration of goods and services for sale;
 - (e) Processing of sales and/or any financing/leasing documentation;
 - (f) Provision of store greeting;
 - (g) Repairs and technical assistance; and
 - (h) Provision of administrative support.

2. **Apple Retail Team Member Level 2** means an Apple Retail Team Member who:
 - (a) may be required to work at a level higher than an Apple Team Member Level 1 and/or supervise a designated area of the store; and
 - (b) is appointed to the position of Apple Retail Team Member Level 2.
3. **Apple Retail Manager** means an Apple Retail Manager that:
 - (a) is engaged to perform supervisory or managerial duties within an Apple Retail Establishment; or
 - (b) is directed to perform any other management or leadership role in an Apple Retail Establishment, including but not limited to the roles of Business Leader, Store Leader and Market Leader; or
 - (c) is appointed to the position of Apple Retail Manager.

Part B Employees

Minimum Rates of Pay on Approval of Agreement by the Fair Work Commission			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Retail Remote Support Employee	\$ 63,075	\$ 31.92	\$ 39.90
Retail Remote Support Manager	\$ 90,898	\$ 46.00	\$ 57.50

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Retail Remote Support Employee	\$ 64,841	\$ 32.81	\$ 41.02
Retail Remote Support Manager	\$ 93,443	\$ 47.29	\$ 59.11

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Retail Remote Support Employee	\$ 66,527	\$ 33.67	\$ 42.08
Retail Remote Support Manager	\$ 95,872	\$ 48.52	\$ 60.65

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Retail Remote Support Employee	\$ 68,257	\$ 34.54	\$ 43.18
Retail Remote Support Manager	\$ 98,365	\$ 49.78	\$ 62.22

Classifications

1. **Retail Remote Support Employee** means a team member that performs functions that support the operation of an Apple Retail Establishment and/or its customers.

These employees may be based in an Apple Retail Establishment, office or remote working location.

2. **Retail Remote Support Manager** means a team member that is engaged in managerial duties to a Retail Remote Support Employee and is appointed to the position of Retail Remote Support Manager. These employees may be based in an Apple Retail Establishment, office or remote working location.

AppleCare / Customer Care

Rates of Pay effective Minimum Rates on Approval of the Agreement by the Fair Work Commission			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
AppleCare Team Member Level 1	\$ 54,618	\$ 27.64	\$ 34.55
AppleCare Team Member Level 2	\$ 63,075	\$ 31.92	\$ 39.90
AppleCare Manager	\$ 90,898	\$ 46.00	\$ 57.50
Customer Care Consultant Level 1	\$ 54,618	\$ 27.64	\$ 34.55
Customer Care Consultant Level 2	\$ 63,075	\$ 31.92	\$ 39.90
Customer Care Manager	\$ 90,898	\$ 46.00	\$ 57.50

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
AppleCare Team Member Level 1	\$ 56,147	\$ 28.41	\$ 35.52
AppleCare Team Member Level 2	\$ 64,841	\$ 32.81	\$ 41.02
AppleCare Manager	\$ 93,443	\$ 47.29	\$ 59.11
Customer Care Consultant Level 1	\$ 56,147	\$ 28.41	\$ 35.52
Customer Care Consultant Level 2	\$ 64,841	\$ 32.81	\$ 41.02

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Customer Care Manager	\$ 93,443	\$ 47.29	\$ 59.11

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
AppleCare Team Member Level 1	\$ 57,607	\$ 29.15	\$ 36.44
AppleCare Team Member Level 2	\$ 66,527	\$ 33.67	\$ 42.08
AppleCare Manager	\$ 95,872	\$ 48.52	\$ 60.65
Customer Care Consultant Level 1	\$ 57,607	\$ 29.15	\$ 36.44
Customer Care Consultant Level 2	\$ 66,527	\$ 33.67	\$ 42.08
Customer Care Manager	\$ 95,872	\$ 48.52	\$ 60.65

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
AppleCare Team Member Level 1	\$ 59,105	\$ 29.91	\$ 37.39
AppleCare Team Member Level 2	\$ 68,257	\$ 34.54	\$ 43.18
AppleCare Manager	\$ 98,365	\$ 49.78	\$ 62.22
Customer Care Consultant Level 1	\$ 59,105	\$ 29.91	\$ 37.39
Customer Care Consultant Level 2	\$ 68,257	\$ 34.54	\$ 43.18

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Customer Care Manager	\$ 98,365	\$ 49.78	\$ 62.22

Classifications

To be classified as an AppleCare Team Member, you must be employed in the AppleCare business unit providing a range of technical support or customer relations support outside of an Apple Retail Establishment and appointed to one of the following classifications:

1. **AppleCare Team Member Level 1** means an AppleCare Team Member that may be required to perform any of the following functions:
 - (a) Providing support to customers via phone, email and/or chat
 - (b) Analysing, isolating and resolving technical and other issues;
 - (c) Navigating multiple tools whilst speaking with customers;
 - (d) Identifying and escalating emerging product issues;
 - (e) Supporting customers prior to and/or after returns, service or exchanges; or
 - (f) Receiving and taking ownership of escalated Tier 1 calls.

2. **AppleCare Team Member Level 2** means a person appointed to the role of AppleCare Team Member who may be required to work at a level higher than an Apple Team Member Level 1 by performing the following functions:
 - (a) Those functions outlined for an AppleCare Team Member Level 1;
 - (b) Acting as a consultant for Tier 1 and/or Tier 2 peers;
 - (c) Monitoring of calls with customers for quality assurance; or
 - (d) Coaching and training of employees and employees transitioning to different skill sets, including supporting training team.

3. **AppleCare Manager** means an AppleCare Manager that:
 - (a) is engaged to perform supervisory or managerial duties within an AppleCare team; or
 - (b) is directed to perform any other management or leadership role in AppleCare, including but not limited to the roles of a Product Support Supervisor, Product Support Manager, Customer Service Supervisor, Customer Service Manager, Area Manager, Senior Area Manager; or
 - (c) is appointed to the position of AppleCare Manager but does not include a Senior AppleCare Manager.

4. **Customer Care Consultant** means a person providing:

- (a) remote customer service or sales support including pre-sales support to Apple customers (Level 1 and Level 2) including Retail Customer Care Consultants; and/or
 - (b) information technology (IS&T) technical support to employees, contractors and vendors of Apple across all Apple products and services using a range of technologies, including email, chat, telephone and in person (where required).
5. **Customer Care Consultant Level 1** means a Customer Care Consultant that may be required to perform any of the following functions:
- (a) Providing support to customers via phone, email and/or chat; or
 - (b) Remote customer service or sales support including pre-sales support, sales, service or order support to Apple customers.
6. **Customer Care Consultant Level 2** means a Customer Care Consultant who may be required to work at a level higher than a Customer Care Consultant Level 1 by performing the following functions:
- (a) those functions outlined for a Customer Care Consultant Level 1;
 - (b) act as a consultant for Tier 1 peers; or
 - (c) receive and take ownership of escalated Tier 1 calls.
7. **Customer Care Manager** means a person that:
- (a) is engaged to perform supervisory or managerial duties within a Customer Care team; or
 - (b) is directed to perform any other management or leadership role, including but not limited to the roles of a Customer Service Supervisor, Supervisor, Manager; or
 - (c) is appointed to the position of Customer Care Manager.

Part C Employees

Minimum Rates of Pay on Approval of the Agreement by the Fair Work Commission			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Intern	\$ 49,816	\$ 25.21	\$ 31.51
Clerical Administrative Facilities	\$ 49,875	\$ 25.24	\$ 31.55
Customer Relations /Training Employee	\$ 64,676	\$ 32.73	\$ 40.91
Sales Employee	\$ 68,015	\$ 34.42	\$ 43.03
Technology Employee	\$ 98,367	\$ 49.78	\$ 62.23

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Intern	\$ 51,211	\$ 25.92	\$ 32.39
Clerical Administrative Facilities	\$ 51,272	\$ 25.95	\$ 32.43
Customer Relations /Training Employee	\$ 66,487	\$ 33.65	\$ 42.06
Sales Employee	\$ 69,920	\$ 35.38	\$ 44.23
Technology Employee	\$ 101,122	\$ 51.17	\$ 63.97

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Intern	\$ 52,542	\$ 26.59	\$ 33.24
Clerical Administrative Facilities	\$ 52,605	\$ 26.62	\$ 33.28

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Customer Relations /Training Employee	\$ 68,215	\$ 34.52	\$ 43.15
Sales Employee	\$ 71,738	\$ 36.30	\$ 45.38
Technology Employee	\$ 103,751	\$ 52.50	\$ 65.63

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Intern	\$ 53,908	\$ 27.28	\$ 34.10
Clerical Administrative Facilities	\$ 53,973	\$ 27.31	\$ 34.14
Customer Relations /Training Employee	\$ 69,989	\$ 35.42	\$ 44.27
Sales Employee	\$ 73,603	\$ 37.25	\$ 46.56
Technology Employee	\$ 106,448	\$ 53.87	\$ 67.34

Classifications

1. **Clerical Administrative Facilities** means a person engaged to primarily provide clerical and administrative and/or facilities support. Duties may include but are not limited to developing and maintaining filing systems, records, databases, spreadsheets, data entry, preparation of financial reports, payroll, other financial activities, preparation of letters, reports and other materials, schedule appointments and travel arrangements, maintenance duties, mail room, reception, handling of invoices, collections and various other clerical accounting duties. A Clerical Administrative Facilities employees does not include a Facilities Director or an equivalent role.
2. **Customer Relations /Training Employee** means a person providing customer relations and/or training support to Apple, Apple's customers or other third parties which may include liaising with customers, data quality and compliance or acting as a trainer.
3. **Intern** means an entry level Employee engaged as such to work across various parts of the Apple business. An Employee may only be classified as an Intern or an Engineering Intern for a period of up to thirteen (13) months.

4. **Sales Employee** means a person nominated as such who is engaged for the purpose of procuring sales from customers where such sales do not take place in or in connection with an Apple Retail Establishment and includes Apple Sales Consultants and Apple Sales Consultant Leads. A Sales Employee does not include a Sales Executive. However, any Sales Employee in receipt of a Base Salary (full time equivalent), equivalent to or above the Exemption Salary will be exempt from the operation of various provisions of Part C of the Agreement in accordance with the terms of this Agreement.

5. **Technology Employee** means a suitably qualified person engaged to advise or act on technical issues outside of an Apple Retail Establishment or AppleCare, including diagnosis troubleshooting, technical support, providing systems analysis, repairing and debugging complex electro/mechanical equipment, computer systems and/or complex software. May be involved in project based work for new initiatives or to resolve existing issues. A Technology Employee in receipt of a Base Salary (full time equivalent) equivalent to or above the Exemption Salary will be regarded as exempt from the operation of various provisions of Part C of the Agreement in accordance with the terms of this Agreement.

Part D Employees

Minimum Rates of Pay on Approval of the Agreement by the Fair Work Commission			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Engineering Intern	\$ 58,372	\$ 29.54	\$ 36.93
Engineering Employee	\$ 98,367	\$ 49.78	\$ 62.23

Minimum Rates of Pay effective 1 November 2023			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Engineering Intern	\$ 60,007	\$ 30.37	\$ 37.96
Engineering Employee	\$ 101,122	\$ 51.17	\$ 63.97

Minimum Rates of Pay effective 1 November 2024			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Engineering Intern	\$ 61,567	\$ 31.16	\$ 38.95
Engineering Employee	\$ 103,751	\$ 52.50	\$ 65.63

Minimum Rates of Pay effective 1 November 2025			
Classification	Minimum Annual Base Salary	Minimum Hourly Rate of Pay	Minimum Casual Hourly Rate of Pay
Engineering Intern	\$ 63,168	\$ 31.97	\$ 39.96
Engineering Employee	\$ 106,448	\$ 53.87	\$ 67.34

Classifications

1. **Engineering Employee** means a person nominated as such who is suitably qualified to perform professional engineering duties, including sales engineering duties.
2. **Engineering Intern** is an entry level Employee who has an engineering degree or other qualification recognised by Engineers Australia and who is required by Apple to carry out engineering duties. An Employee may only be classified as an Engineering Intern for a period of up to thirteen (13) months.

Schedule B

Grievance Procedure

1. If a dispute relates to:
 - (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards,this term sets out procedures to settle the dispute.
2. A party to the dispute may appoint another person, organisation or association (including but not limited to a legal representative) to accompany or represent them in relation to the dispute.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in two stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009 (Cth).

6. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.
7. While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an Employee must continue to perform the Employee's work as normal unless the Employee has a reasonable concern about an imminent risk to the Employee's health or safety; and
 - (b) an Employee must comply with a direction given by Apple to perform other available work at the same workplace, or at another workplace, unless:
 - (c) the work is not safe; or
 - (d) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (e) the work is not appropriate for the Employee to perform; or

- (f) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Schedule C

Individual Flexibility Arrangements

1. Apple and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement 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 Apple and an Employee in relation to 1 or more of the matters mentioned in paragraph 1(a) of Schedule C;
 - (c) the arrangement is genuinely agreed to by Apple and the Employee and
 - (d) Apple has taken reasonable steps to ensure the employee understands the proposal if Apple has or should reasonably be aware that the employee may have limited understanding of written English.
2. An individual flexibility arrangement may only be made after the individual employee has commenced employment with Apple.
3. Apple must ensure that the terms of the individual flexibility agreement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the Employee would be if no arrangement was made.
4. Apple must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of Apple and the Employee; and
 - (c) is signed by Apple and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences.
- 5. Apple must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6. Apple or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 13 weeks written notice to the other party to the arrangement; or
 - (b) if Apple and the Employee agree in writing - at any time.

Schedule D

Consultation Procedure

1. This term applies if Apple:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

2. For a major change referred to in clause 1(a):
 - (a) Apple must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 3 to 9 apply.
3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise Apple of the identity of the representative;Apple must recognise the representative.
5. As soon as practicable after making its decision, Apple must:
 - (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Apple is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion-provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
6. However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7. Apple must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Apple, the requirements set out in paragraph 2(a) and subclauses 3 and 5 are taken not to apply.
9. In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Apple's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph 1(b):
 - (a) Apple must notify the relevant Employees of the proposed change; and
 - (b) subclauses 11 to 15 apply.
11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
12. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise Apple of the identity of the representative;

Apple must recognise the representative.

13. As soon as practicable after proposing to introduce the change, Apple must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion-provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Apple reasonably believes will be the effects of the change on the Employees; and

- (iii) information about any other matters that Apple reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 14. However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 15. Apple must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 16. In this term:
- 17. **relevant Employees** means the Employees who may be affected by a change referred to in subclause (1).

Schedule E

Casual Requirements

Casual employees must meet the Casual Requirements which include:

1. Quarterly confirmation of contact details and preparedness to accept casual engagements.
2. Participation in, and completion of, any training modules required by Apple for Casual employees.
3. Completion of no less than 12 casual shifts in the prior quarter (unless prior approval of manager is given).
4. Confirming their availability for casual engagements and to complete and supply to Apple their individual application for ongoing casual engagements.
5. The Casual Requirements must be met and confirmed in writing by each Casual employee on a quarterly basis.
6. Failure to complete the Casual Requirements will result in the termination of the Casual employment and ineligibility to be offered future casual engagements.

Execution

Executed as an agreement.

Signed for and on behalf of
Apple Pty Ltd
by its duly authorised representative
in the presence of:

Signed by
Employee Representative

Signature of authorised representative

Signature of Employee Representative

Name of authorised representative
(please print)

Name of authorised representative
(please print)

Capacity

Capacity

Date

Date

Address

Address

IA-5

This document is a revised version of Apple's classifications proposal dated 17 February 2022.

The content with purple 'strike through' represents the team members and groups that are no longer within the scope of the National Enterprise Agreement.

Classifications

Classifications are an integral part of awards and enterprise agreements. Classifications are job levels that reflect differences in work scope, responsibilities, skills, and experience. Each classification maps to a minimum rate of pay.

The classification structures in awards tend to be broadly defined, because they are designed to apply to the many and varied roles within an industry or occupation type. This can create challenges when mapping an organisation's roles to award classification structures.

In Apple's existing agreements, multiple Apple roles are grouped into single classifications. We had initially proposed the same classification structure in the NEA. We have learnt throughout bargaining and during listening sessions that our team members felt the proposed classification structure did not reflect the contribution and the complexity of their work.

Over the past few months, leaders across the lines of business and the People team, along with internal and external subject matter experts, have reviewed our roles and reconsidered our classifications approach.

For each role, we looked at:

- the duties;
- the skills required;
- the complexity;
- the level of supervision or autonomy of the role; and
- the experience needed for success.

We propose a different classifications structure for our team members in the NEA, which you'll find in the tables below.

We look forward to hearing your thoughts when bargaining starts again on 27 February.

AppleCare

After careful consideration of the work performed by our AppleCare teams, our view is that the most appropriate applicable award is the Clerks - Private Sector Award.

We know that you will have questions about benchmarking against a new award, and we will talk to this in detail during the bargaining meeting.

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Clerks Award	Award rate	Apple minimum rate
	-	-	Level 1		
2	1	Tech Support Tier 1	Level 2	24.76	27.64
3	2	<ul style="list-style-type: none"> Tech Support Tier 2 Customer Relations+ Customer Relations Admin 	Level 3	26.15	30.37
4	3	<ul style="list-style-type: none"> Senior Specialist Advisor Trainer Quality Insight Specialist Customer Relations+ Senior Specialist 	Call centre principal customer contact specialist*	26.34	33.86
SUP	4	Team Manager	Level 4	27.46	47.87
MGR1	5	Area Manager	Level 5	28.58	55.21

* Note that the Clerks Award includes “Call centre principal contact specialist” as a classification between level 3 and level 4, and this classification is not assigned a number.

Retail Stores

We propose the following classification structure for our Retail Store team members, that reflects the diversity of roles in our stores, and groups roles together based on the similar skill, complexity, supervision and experience required.

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Retail Award	Award rate	Apple minimum rate
	-	-	Level 1	23.38	
	-	-	Level 2	23.92	
2	1	Ops Specialist Specialist Store Admin Specialist Technical Specialist	Level 3	24.29	27.64
3	2	Expert Business Expert Creative Genius Admin Operations Expert People Operations Planner Programming Expert Technical Expert	Level 4	24.76	30.37
4	3	Business Pro Creative Pro Genius Genius Admin Pro Tech and Merch Pro People Operations Planner	Level 5	25.78	33.86
5	4	Lead Lead Creative Lead Genius Operations Lead	Level 6	26.15	38.92
SUP MGR1 MGR2	5	Manager Senior Manager Store Leader	Level 8	28.58	47.87

Retail People Planning Operations & Retail Customer Care

After careful consideration of the work performed by our RCC and PPO teams, our view is that the most appropriate applicable award is the Clerks - Private Sector Award.

We know that you will have questions about benchmarking against a new award, and we will talk to this in detail during the bargaining meeting.

People Planning Operations

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Clerks Award	Award rate	Apple minimum rate
	-	-	Level 1		
	-	-	Level 2		
	-	-	Level 3		
4	1	Resources Operations Analyst	Call centre principal customer contact specialist*	26.34	33.86
IC2 - IC3	2	Resources Process Analyst	Level 4	27.46	36.64
	-	-	Level 5		

Retail Customer Care

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Clerks Award	Award rate	Apple minimum rate
	-	-	Level 1		
	-	-	Level 2		
3	1	Sales Specialist Online Personal Setup Specialist Service Specialist	Level 3	26.15	30.37
4	2	Senior Customer Service Specialist	Call centre principal customer contact specialist*	26.34	33.86
SUP	3	Team Manager	Level 4	27.46	47.87
	-	-	Level 5		

* Note that the Clerks Award includes "Call centre principal contact specialist" as a classification between level 3 and level 4, and this classification is not assigned a number.

Sales

We have expanded the classification structures as set out below.

Apple Solutions Consultant Sales Team

Apple Global Job Structure	Proposed NEA Classification		Apple roles	Business Equipment Award
2	1		Apple Solutions Consultant	Salesperson Level 4 Retail Award
4	2		Area Sales Manager	Salesperson Level 2 Retail Award
MGR1	3		Regional Manager	Salesperson Level 3 Award Free

Channel Sales Team

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Business Equipment Award
4	1	Intern	Salesperson Level 1 Award Free
	-	-	Salesperson Level 2
IC2-MGR2	2	Includes Account Executives, Account Managers, Business Development Managers, and Sales Managers	Salesperson Level 3 Award Free

Customer Relations, Sales Training, and Technology

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Business Equipment Award
	-	-	Technician level 1
	-	-	Technician level 2
	-	-	Technician level 3
IC2-MGR2	4	Includes Leadership and Learning, Sales Trainers, Project Managers, and Client Services Project Managers	Technician level 4 Award Free
IC2-MGR2	2	Includes Systems Engineers, Consulting Engineers, Network Engineers and Technical Support	Technician level 5 Professional Employees Award 2-4
		Systems Engineers (Sales)	Award Free

General Administration

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Business Equipment Award Clerks Award	Award rate	Apple minimum rate
2 - MGR2	1	Administrative Support and Facilities Management	Level 4 Level 2 - Level 5	24.76 - 28.58	TBC

R&D

Apple Global Job Structure	Proposed NEA Classification	Apple roles	Professional Employees Award
4	4	Engineering Intern	Level 1
	-	-	Level 2
ICT3-5	2	Engineer	Level 3
MGR1-2	3	Engineering Manager	Level 4

Resources

[General Retail Industry Award 2020](#)

[Business Equipment Award 2020](#)

[Clerks - Private Sector Award 2020](#)

[Professional Employees Award 2020](#)

[Miscellaneous Award 2020](#)

Apple's pay proposal

All team members covered by the NEA will receive a guaranteed annual pay rise to their actual rate of pay equal to the annual Fair Work Commission (FWC) modern award minimum wage percentage increase.

While the FWC stipulates a percentage increase to the minimum wage in Australia, Apple will provide this percentage increase across actual pay, and the minimum rates of pay in the NEA.

What is the annual FWC increase?

The FWC is Australia's workplace relations tribunal. Each year the FWC undertakes wage review research to determine the National Minimum Wage and an annual percentage increase to minimum rates of pay contained in industry awards.

As part of its research, the FWC consults with and receives submissions from the Australian Bureau of Statistics, the Reserve Bank of Australia, unions, employer associations, the Australian government, and state and territory governments. The FWC considers key economic and social indicators such as labour market performance, inflation, changes to real wages and the cost of living.

The FWC modern award minimum wage increase is published in late June of each year.

What does this mean for team members covered by the NEA?

Apple team members covered by the NEA are already paid a rate of pay that is higher than the corresponding rate of pay in the relevant award. With this proposal, all team members covered by the NEA will be guaranteed the annual FWC increase for the term of the NEA.

IA-7

This document is a revised version of Apple's Scheduling Proposal dated 10 March 2023.

Further revisions dated 3 April 2023.

Further revisions dated 13 April 2023.

Further revisions dated 26 April 2023.

Retail Scheduling, Overtime and Premiums

Within our scheduling proposal, you'll see new options to increase predictability, more ways to enjoy weekend time away, and greater flexibility to help meet the unique needs of our part-time team members.

As a retail business, weekends and evenings are our busiest time. So, when considering our scheduling proposal, we've accounted for the need to provide exceptional service when our customers want it, while also giving team members new options and greater choice around time off.

Full Time Team Members

Set days off each week

Set days off enable you to plan your time away from work to refresh and renew. Every six months, you'll be asked to consider and select one of the options below ("the six-month cycle").

NEW OPTION

The first three options remain. Additionally, we propose a fourth option, "Option D", which is copied below. Note that with the addition of this new option the overtime triggers for full time team members will be 10 hours per day, and 76 hours per fortnight (these overtime triggers will apply for all options listed below).

Option A: One set weekend day + one set weekday off

You will be able to select one weekend day and one non-consecutive weekday to be your consistent days off each week.

You will be able to set your preference for your weekend day off to be either Saturday or Sunday. Depending on the number of requests and scheduling requirements, you may receive the other weekend day. The weekend day you're assigned will be your set weekend day off for six months.

As an example, your set days off could be Saturday and Tuesday.

You can elect to have one set weekend day off and keep your weekdays on the rotating roster.

Option B: Two set weekdays off that can be consecutive + up to six weekend days off per quarter

You will be able to select up to two weekdays off that will be consistent from week to week. The weekdays may be consecutive if that's what you choose. As an example, every Tuesday and Wednesday or every Tuesday and Thursday.

Additionally, you're guaranteed up to six weekend days off per quarter. Request your days through our time away process (myPage). Apple will track these days and prioritise your request.

You can elect to have one set weekday off and you do not have to use all six weekend days off in a quarter.

Option C: Six weekend days off each quarter

This option maintains your current practice and provides you with a guarantee of 6 weekend days a quarter.

If you prefer to continue to be rostered based on your availability and approved leave without set days off, you're guaranteed up to six weekend days off per quarter. Request your days through our time away process (myPage). Apple will track these days and prioritise your request.

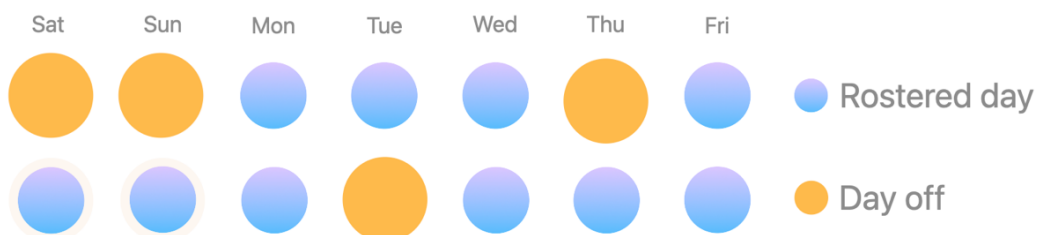
Option D: A full weekend off every two weeks

You will be able to have one full weekend off every two-week cycle. To be eligible for this option you will need to be available to be rostered to work both weekend days in the other week within the two-week cycle.

You will be rostered to work four days in one week and six days in the other week of that two-week cycle.

Each week, you will also have one weekday off. The weekday off will not be the same day each week.

Example of a two-week cycle roster:



Changing your set days off during the six-month cycle for options A, B, and C

Weekend day: You can shift swap to make changes to your weekend day off in a roster week. Partner with your leadership team who will check if there is availability on the other weekend day if you would like to change your set weekend day off for the remainder of the six-month cycle.

Weekday(s): You can shift swap to make changes to your weekday off in a roster week. Update your availability for review and approval if you would like to change your set weekday off for the remainder of the six-month cycle.

Maximum six consecutive days rostered

You will be rostered for no more than six consecutive days. You may choose to work more than six consecutive days using shift swap or by making a request to adjust your set days off.

Rosters

The roster period for all retail team members continues to be one week from Saturday to Friday with each new week published ~~14 days~~ 21 days in advance. At any time you can see ~~3 weeks~~ four weeks of your rosters, including the current week.

Part Time Team Members

Set range of weekly hours

To provide greater consistency in your hours and certainty in your pay, you can select one of four weekly hour ranges of 15-19, 19-23, 23-27 and 27-32 per week.

You will be rostered for no less than the minimum of the range and no more than the maximum of the range each week. You can work less than your minimum if you apply for leave.

You may choose to work more than the maximum hours of your range by picking up available shifts.

Six weekend days off per quarter

You're guaranteed up to six weekend days off per quarter. Request your days through our time away process (myPage). Apple will track these days and prioritise your request.

Maximum six consecutive days rostered

You will be rostered for no more than six consecutive days. You may choose to work more than six consecutive days using shift swap or by making a request to adjust your set days off.

Rosters

The roster period for all retail team members continues to be one week Saturday to Friday with each new week published 14 days 21 days in advance. At any time you can see 3 weeks four weeks of your rosters, including the current week.

Part time availability

Availability requirements will be as follows.

Requirement	15-19 hours	19-23 hours	23-27 hours	27 - 32 hours
Rostered days	2-3 shifts	3-4 shifts	3-4 shifts	4 shifts
Available days / week	3	4	4	5
Available hours / week	22	27	32	38
Minimum available hours / day	4	6	6	7
Available for closing shifts	3	3	3	4
Available on one weekend day	Yes	Yes	Yes	Yes

Please note these availability requirements will be within scheduling policy and guidance material.

Casual Team Members

Casual employees would be engaged and rostered to work pursuant to the scheduling terms of the Retail Award.

All Retail Team Members

This updated Scheduling proposal also provides:

Shift Swap and Additional Hours

You will be able to swap, release, or pick-up shifts that are available to you and are approved.

7:00 pm Shifts

You will be rostered no more than three shifts that finish on or after 7:00 pm in a roster week.

12 hours between shifts

You will receive a minimum of 12 hours between your shifts. You will be paid overtime rates if Apple requires you to work with less than 12 hours break between your shifts.

Minimum and maximum shift length

You will be rostered no less than four hours and no more than 10 hours per shift.

Meal and Rest Breaks

- 4 to 5 hours of work time = 15 mins (paid)
- More than 5 hours and up to 7 hours of work time = 15 mins (paid) & 30 mins (unpaid)
- More than 7 hours and up to 8 hours of work time = 2 x 15 mins (paid) & 30 mins (unpaid)
- More than 8 hours of work time = 3 x 15 mins (paid) & 30 mins (unpaid)

Special events

From time to time, to support special events or events outside of Apple's control, Apple may make changes to the roster before the commencement of any shift on a specific date or during any roster period by giving you three (3) days' notice.

Overtime and Premiums

You will be entitled to the highest premium applicable for each hour worked during these premium hours.

Overtime triggers

Overtime will be triggered for full time and part time team members after 38 hours of work in a week.

Overtime will be triggered for full-time team members after 76 hours of work in a fortnightly pay period and after 10 hours worked per day.

Overtime will be triggered for part-time team members after 38 hours of work in a week and 10 hours worked per day.

Overtime will be triggered for all employees if they do not receive a break of at least 12 hours between shifts.

Paid leave hours will count as hours when calculating whether overtime is to be paid.

Overtime rates

Overtime will be paid at:

- 150% x your actual rate of pay, for 2 hours; and
- 200% x your actual rate of pay thereafter.

Late Night Premiums

If you work between 6pm and 10pm on any **weekday**, you will be entitled to 125% x your actual rate for the hours of work that fall within that span.

If you work between 10pm and 6am on any **weekday**, you will be entitled to 150% x your actual rate for the hours of work that fall within that span.

Saturday Premiums

If you work on a Saturday all hours of work will be paid at 125% x your actual rate of pay.

Sunday Premiums

If you work on a Sunday all hours of work will be paid at 150% x your actual rate of pay.

Public Holiday Premiums

If you work on Public Holiday all hours of work will be paid at 250% x your actual rate of pay.

Eligibility

All team members below Manager level will be eligible for overtime and premiums as listed above.


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Leave Entitlement	Quantum	NEA	Policy	Comment
Annual Leave	20 days paid per year	✓	✓	Include: <ul style="list-style-type: none"> • notice (6 weeks for 4 weeks visibility) • direction to take leave • cashing out.
Annual Leave Loading	17.5% or penalties on award rate	Confirm included in hourly rate in NEA/Policy.		
Personal/Carer's Leave	10 days paid per year	✓	✓	Include medical certificate for absence of 5 or more consecutive days (including rostered days off) / or with pattern of absenteeism. Amend attendance and punctuality policy for consistency with NEA. No cashing out/termination.
<i>Apple Sick/Carer's Leave</i>				
Apple Unpaid Personal Time Away	10 days per year		<u>✓</u>	Evidence requirements may be stricter than paid leave.
Unpaid Carer's Leave	2 days per occasion	✓	✓ Sick/Carer's Leave Policy	Add in to NEA for visibility.
Compassionate Leave	2 days paid per occasion for: <ul style="list-style-type: none"> • serious illness • death • miscarriage • stillborn 	✓	✓ Bereavement Leave Policy	Need to confirm included in bereavement.
<i>Apple Bereavement Leave</i>	Up to 10 days paid per occasion for: <ul style="list-style-type: none"> • death of family member, household or Kinship for First Nations 			Expand definition to include <i>household member</i> . Expand definition/title to include Sorry Business and Kinship for First Nations employees to attend to mourning responsibilities and cultural bereavement events. Explain the entitlement is also for miscarriage and stillborn in the NEA.

Leave Entitlement	Quantum	NEA	Policy	Comment
	<ul style="list-style-type: none"> <i>miscarriage of employee or partner</i> <i>stillborn of employee, immediate family or household</i> 			<p>Otherwise already broader than NES. 10 days includes 2 days compassionate leave. Evidence requirements (i.e., death or medical certificate).</p> <p>Could include a clause in NEA or Policy that says eligible for death of someone who had a <i>significant role</i> in the team members life, at manager discretion and upon reasonable evidence.</p>
<i>Apple Paid Family Care Leave (serious illness)</i>	<p>4 weeks paid per year for:</p> <ul style="list-style-type: none"> <i>serious illness of family member or household member;</i> <i>or</i> <i>adoption activities</i> 	✓	✓	Expand definition to include <i>household member</i> . Otherwise, entitlement more generous than NES. 4 weeks includes 2 days compassionate leave on one occasion in the 12 month period. Evidence requirements.
<i>Apple Paid Family Care Leave (Adoption Activities)</i>	<ul style="list-style-type: none"> <i>adoption activities</i> 	✓	✓	Evidence requirements.
Family and Domestic Violence Leave	10 days paid per year	✓	✓	Would like to incorporate ACTU model clause in policy (10 days).
Community Service Leave	Unpaid	✓	✓	
<i>Apple Community Service Leave</i>	10 days paid – Standard NES – FWE/Interns			<p>Only Community Service to go into NEA.</p> <p>Still determining the crossover here with the policies.</p>
<i>Apple Military Leave</i>	14 days paid per year		✓	
Jury Service Leave	Up to 10 days top up Unpaid time for trial	✓	✓	
<i>Apple Jury Service Leave</i>	Top up & then full duration of trial – Standard NES – FWE/Interns			Statutory unless an Apple matter / Top up & then uncapped for duration of trial (2014 EA).

Leave Entitlement	Quantum	NEA	Policy	Comment
Long Service Leave	State/Territory Legislation	✓	✓	
Unpaid Parental Leave	12 months unpaid - extend to 24 months with employer's agreement	✓	✓ Primary Caregiver Leave Policy	
<i>Apple Blood & Plasma Donation Leave</i>	<i>8 hours per year 2 hrs per occasion</i>	✓	✓	Include Plasma. Remove 2 hour restriction capped at 8 hours per year.
<i>Apple Study Leave</i>	<i>2 days paid</i>	✓	New!	Amend to provide consistent policy across <u>retail</u> and corporate (up to 2 days paid). Evidence requirements.
<i>Apple Paid Parental Leave</i>	<i>16 weeks - primary 6 weeks - non-primary</i>		✓ Primary Caregiver Leave Policy Non-Primary Caregiver Leave Policy	Too complex with changing Australian legislation to incorporate into NEA. Policy provides for superannuation on 16 weeks/6 weeks Apple Paid Parental Leave.
<i>Adoption Assistance Program / Surrogacy</i>	<i>Up to US\$14,000 adoption related expenses Surrogacy Assistance</i>		✓	
<i>Apple Gradual Return to Work for New Parents</i>	<i>half time @ full pay x 4 weeks</i>		✓	
<i>Apple Pandemic Leave</i>	<i>5 days</i>		✓	Concludes on 1 August 2023

Leave Entitlement	Quantum	NEA	Policy	Comment
			Special Sick Leave Policy	
Claim: Cultural Leave				<p>Sorry Business to be included for First Nations employees for ceremonial leave.</p> <p>Existing D&I Policy allows employees to request accommodations for religious holidays, observances, beliefs and practices.</p>
Claim: Gender Affirmation Leave	<ul style="list-style-type: none"> • 10 days' paid gender affirmation leave per year • Free Access to Transgender and Intersex Medical Advocacy Program (TIMAP) 	✓	New!	<p>Draft Clause:</p> <p>Gender Affirmation Leave</p> <p>1.1 Apple is committed to supporting employees who choose to affirm their gender. You are entitled to ten (10) days paid per year Gender Affirmation Leave to take the necessary steps to affirm your gender, including activities relating to name change and medical intervention such as hormone therapy and/or surgery.</p> <p>1.2 In addition to that leave Apple provides free access to Transgender and Intersex Medical Advocacy Program (TIMAP) and Teledoc for the purpose of [explain].</p> <p><i>[Need to determine what happens if provider changes etc.]</i></p> <p>Apple would consider creating a policy that housed the below:</p> <p>Gender Affirmation Leave</p> <p>Sick/Carer's Leave Apple Health Plan</p> <p>Annual Leave</p> <p>Unpaid Personal Time Away</p> <p>Free Access to Transgender and Intersex Medical Advocacy Program (TIMAP)</p> <p>Free mental health support (Teladoc)</p>

Leave Entitlement	Quantum	NEA	Policy	Comment
				Apple Health Plan (\$3,000) including procedures recognised by Medicare Short Term Salary Continuance Policy (after 30 days waiting) 15 free counselling sessions (EAP)
Claim: Natural Disaster Leave	Eligibility and payment are determined by Apple leadership in circumstances where workplace temporarily closes / altered work schedule		 Extreme Conditions and Temporary Work Closure Policy	Consider how Stand Down provisions of FW Act interact with this and include same in policy. Consider including Stand Down from FW Act into NEA.
Claim: Mental Health Leave				Covered by Sick/Carer's Leave Policy Free mental health support (Teladoc) access to psychiatrist, psychologist, therapist Apple Health Plan (\$3,000) including services for clinical psychology and counselling 15 free counselling sessions (EAP)
Claim: Menstruation Leave / Menopause / Miscarriage Leave				Menstruation and Menopause - covered by Sick/Carer's Leave Policy Miscarriage - covered by 10 days paid bereavement leave. Other benefits in policy: Apple Health Plan (\$3,000) Free medical advice on complex medical issues (Expert Medical Services Policy) Note: Apple only provides Menstruation Leave in countries where it is legislated. Free Sanitary Products now provided in stores and offices

Time off

Throughout the bargaining process we have heard that time off is important to you. Currently across the lines of business that will be covered by the NEA, there are a range of time off in lieu practices. The NEA provides an opportunity to simplify and provide a consistent experience so that you are clear on your time off entitlements. We want to provide all of our team members with time off days to use for any reason that they may need.

Updated proposal:

All employees covered by the NEA will receive 4 time off days each year (pro-rated for part-time employees).

To ensure our team are taking time to rest and recharge, these days must be used within 12 months of being granted and will not be cashed out if they are not used.

New team members will receive a pro rata allocation of time off days.

Effective date for pay rise

Apple's pay proposal is to provide all NEA covered employees with a pay rise equivalent to the Fair Work Commission's annual wage review, as it relates to the annual increase to Award minimums. The Fair Work Commission's annual wage review is effective 1 July each year.

We heard during the bargaining meetings on 16 and 17 May that team members want the benefit of the NEA pay rise as soon as possible. We have considered this feedback and can confirm that the NEA pay rise will be back dated to 1 July, and will be paid to all team members after approval of the NEA by the Fair Work Commission. Only team members who are employed by Apple on the date the NEA is approved by the Fair Work Commission will be eligible for the backpayment to 1 July.

IA-10

Updated Proposals - 08 June 2023

Throughout bargaining we have carefully considered a number of proposals from employee bargaining representatives and unions who have invested their time in this important process. We have heard your feedback about what is meaningful to you and are committed to making Apple an even better place to work.

We're pleased to share some updates on Apple's proposals, and we look forward to discussing these in more detail at the bargaining meetings on 13 and 14 June.

Pay proposal

- Apple will match the Fair Work Commission's annual increase to award minimum rates, and will apply this increase each year for the term of the NEA across all rates of pay and all team members covered by the agreement. In 2023 this will be a 5.75% increase, with subsequent years to be determined by the Fair Work Commission annually. For this pay increase to become effective the NEA needs to receive a favourable vote and be approved by the FWC. If a ballot takes place after July 1, the increase will be applied retrospectively.
- **UPDATE:** Apple will include a provision in the NEA for a guaranteed minimum increase of 2% on all rates of pay in the NEA in the event that the Fair Work Commission's future annual increase is less than that amount.

Retail late night premiums

- 6pm - 10pm: 125% and 10pm - 6am: 150%
- **UPDATE:** 10pm - 6am: 200%

Time away days

- **UPDATE:** Retail, PPO, and Admin team members covered by the NEA will receive 5 time off days each year for the term of the agreement, to be used within 12 months.

Rostered day off is a public holiday

- **UPDATE:** AppleCare, RCC and ASC team members covered by the NEA will receive TOIL if their rostered day off falls on a public holiday.

Meal allowance

- **NEW:** Apple will pay a meal allowance of \$20.01 when you work an hour or more past your scheduled shift end time at Apple's request, with less than 24 hours notice.

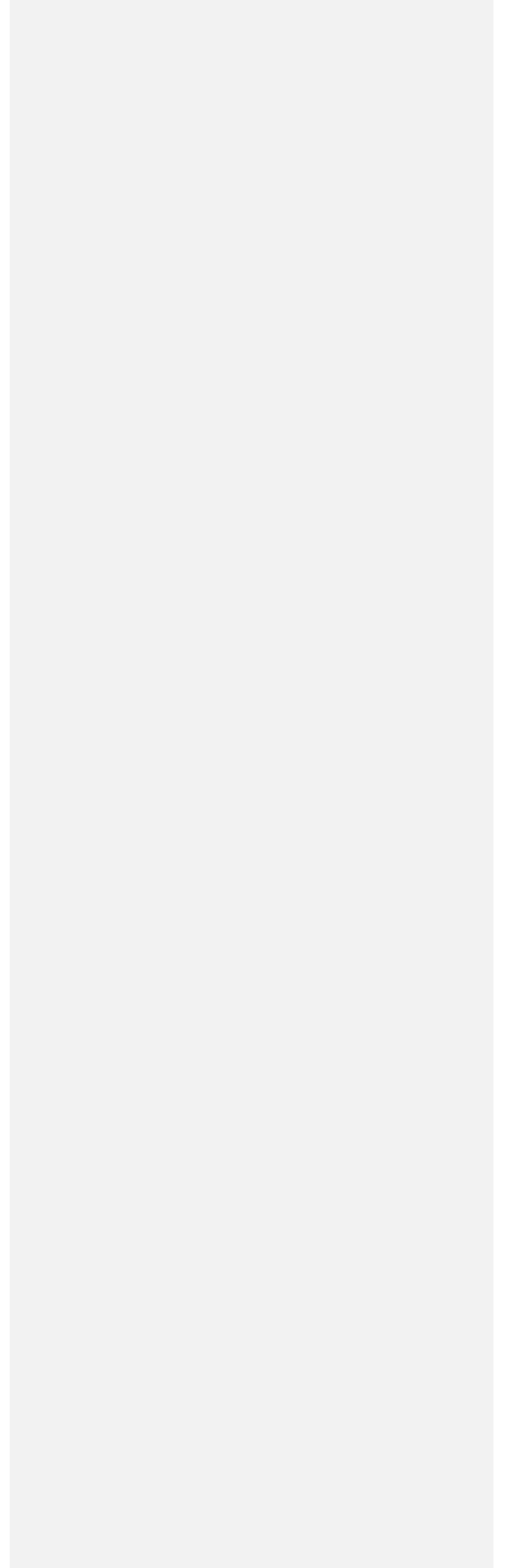
Higher duties allowance

- **NEW:** When you are appointed by Apple in writing to work at a role at a higher classification for 1 or more days, you will be paid the minimum rate of pay for that classification for the duration of the appointment.

IA-11

Without prejudice for discussion. Not agreed between the parties.

Apple National Enterprise Agreement



At Apple we believe our people are our soul. Everyday, through the important work that all team members do, we bring to life to the magic of Apple's products and services to help our customers live better lives.

This National Enterprise Agreement provides terms and conditions of employment that deliver operational excellence and the best experience for our teams and customers.

Through a collaborative process, underpinned by Apple's culture of feedback and open communication, together we have built this Agreement that enshrines industry leading terms, supports a balance between work and personal commitments, and reinforces the values that makes Apple a great place to work.

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[TO INSERT]	<u>1413</u>
[TO INSERT]	<u>1413</u>
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Definitions

Act means the *Fair Work Act 2009* (Cth) as amended from time to time

Agreement means the Apple National Enterprise Agreement

Apple means Apple Pty Ltd (ABN 46 002 510 054).

AppleCare means the business unit of Apple that employ AppleCare Team Members Level 1 to AppleCare Manager to provide a range of technical support or customer relations support outside of an Apple Retail Establishment. AppleCare employees (Level 1 to Manager) have the meanings as set out in Schedule A - Classifications and Minimum Rates of Pay for Part B Employees AppleCare Team Members (Level 1 and Level 2) and Managers may work remotely or from an Apple site.

Apple Retail Store means an Apple Retail store involved in the selling of Apple products or services.

Casual means an employee engaged to work on a casual or "as required" basis in accordance with section 15A of the Act.

Continuous Service has the meaning as defined in the Act.

Minimum Contract Hours are the number of hours of work a Part Time employee will be guaranteed to be provided and paid as agreed between the employee and Apple in accordance with clause [insert].

Employee shall mean all Full Time, Part Time and Casual employees employed by Apple that fall within the classifications as set out in clause 1.1.4 of this Agreement.

Exemption Salary

Fixed Term Contract means a contract of engagement for a fixed duration.

Full Time means an employee engaged to work a minimum of 76 hours in each fortnightly pay period.

Hourly Rate of Pay means your Hourly Rate of Pay

Minimum Hourly Rate of Pay means the minimum hourly rate payable for a classification as set out in Schedule A but does not include any loadings, allowances, premiums or penalties.

Open Shift a shift which is open and available to be selected and worked by an Employee in the Apple scheduling system.

Part Time means

Public Holiday includes any gazetted, statutory or proclaimed public holiday within the employee's State or Territory.

RDO means a rostered day off, which is any day that an employee is not rostered to perform work and does not work.

Shift Worker for the purposes of any additional annual leave pursuant to the Standards, a shift worker means a Full Time or Part Time employee who is regularly rostered to work and regularly works on Sundays and Public Holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

Commented [CU1]: Drafting note - Make sure there's a definition of actual rates of pay that encompasses minimum rate / your rate / your salary etc.

Standards means the National Employment Standards contained in the *Fair Work Act 2009* (Cth) as amended from time to time.

Term means the duration of this agreement until the date of its nominal expiry

You means an employee of Apple who is covered by this Agreement.

Part 1: Working at Apple

1. Our Agreement

- 1.1 You will be covered by the Apple National Enterprise Agreement (the "Agreement") if you are employed by Apple Pty Ltd in any of the roles and job titles set out in the classifications table in Schedule A.
- 1.2 This Agreement will operate from [insert] after the date of approval by the Fair Work Commission.
- 1.3 The nominal expiry date of this Agreement will be four years after the date of approval by the Fair Work Commission. This Agreement will continue to operate after this nominal expiry date unless it is terminated or replaced.

2. Apple team members

- 2.1 You can be employed with Apple on a Full Time, Part Time, Casual or Fixed Term basis.
- 2.2 If you are a Full Time employee, you will work a minimum of 76 hours every two week cycle, less any leave you may take. With your approval you may work reasonable additional hours.
- 2.3 If you are a Part Time employee you will work less than 76 hours in each two week cycle.
- 2.4 If you are a Casual employee:
 - a. you will be engaged to work on an hourly basis; and
 - b. you will work a maximum of 76 hours every two week cycle; and
 - c. we will pay you a loading of 25% on the rates of pay set out in Schedule A for a casual employee pursuant to the applicable modern award for the classification level of your role.

3. Your pay

- 3.1 The minimum hourly rates of pay for Apple team members covered by this Agreement are set out in Schedule A.
- 3.2 Your rate of pay, and the minimum hourly rates of pay in this Agreement, will increase in accordance with the decisions of the Fair Work Commission in its annual wage review from the start of the first full pay period on or after 1 July each year during the Term of this Agreement. For example, if the Fair Work Commission's annual wage review determines an increase of 4%, every Apple team member covered by this Agreement will receive a 4% pay increase effective 1 July.
- 3.3 Apple will pay you on a fortnightly basis into your nominated bank account.
- 3.4 If you are entitled to any premiums under this Agreement and multiple premiums apply to the same period of work, you will be paid the highest premium available to you only. Premiums will not be cumulative.

Commented [CU2]: To confirm if this needs to be separated by LOB.

Two week cycle / roster period - to confirm language

Commented [CU3]: Drafting note for Apple - Clarification in text (if necessary) that casual rates are to apply to rates in agreement rather than award.

Drafting note - CU to consider and confirm instructions if loading of 25% on rate for ordinary hours then penalties calculated on top of 125% rate

Commented [CU4]: Drafting note - consider whether actual rates or minimum rates - confirm instructions.

CU to do - Add Retail Award casual employee entitlement e.g. casual conversion and minimum engagement etc. 3 hour minimum ? 4 hour minimum ? Work with PPO.

Commented [CU5]: •Concerns regarding discriminatory practices in performance pay outcomes
•While Apple's position is that "TCP" will sit outside the EA and continue to operate it indicated it was open to including a prohibition or something to that effect to state that certain matters won't be considered for performance based pay decisions. This should be explored.

Commented [CU6]: •Clarification in text (if necessary) that increase is to be applied to actual wages

DRAFTING NOTE - Definitions - rate of pay / hourly rate of pay. Actual rate of pay for all premiums etc.

FWC decision re increase - award level amount increase applies to the classification level mapped / whatever higher amount the FWC decides.

Examples - reconsider. A way to draft the examples to give clarity in the clause. Maybe refer to the 2021 situation and how we can use an example.

Ensure:

- "every Apple team member covered by the NEA"
- Your rate of pay as well as the minimum hourly rates of pay in this agreement will increase in accordance with the FWC's modern award AWR decision beginning on or after 1 July.
- Whatever the higher value is will apply if there is a \$ figure - convert

RAFFWU - to send draft clause

Commented [CU7]: Highest FWC rate to be adopted if there is a range of FWC increases for modern awards (e.g. additional weekly amount or percentages)

4. Your Superannuation

- 4.1 Apple will make your superannuation contributions consistent with the Commonwealth *Superannuation Guarantee (Administration) Act 1992*. The value of these contributions will be the minimum amount required to avoid a superannuation guarantee charge.
- 4.2 You will have a choice of an eligible superannuation fund. If you do not nominate a complying superannuation fund, subject to the operation of any "stapling" legislation, Apple will make superannuation contributions on your behalf into Apple's default superannuation fund, **currently REST Corporate**, (or any other approved superannuation fund nominated by Apple).

5. Individual Flexibility Arrangements

- 5.1 You and Apple may agree to enter into an individual flexibility arrangement in accordance with the Act and at Schedule C to this Agreement.

6. Consultation

- 6.1 Apple will communicate as early as reasonably practical about:
- a. a decision by Apple to introduce a major change to production, program, organisation, structure, or technology of its business in circumstances where the change is likely to have a significant effect on employees; or
 - b. if Apple proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 6.2 In the event of any of the matters set out in 6.1, Apple and you will engage in the Consultation Procedure set out in this Agreement at Schedule D.

7. Resolving disputes

- 7.1 Where there is a dispute between you and Apple about application of this Agreement or the Standards, we will engage in the dispute resolution procedure set out in this Agreement at Schedule B to this Agreement.

Part 2: Retail Store Team Members

Part 2 applies to Apple Retail team members.

Apple's Retail store team members introduce our customers to the Apple products that help them do what they love in new ways, and they bring creativity and technical skills to help our customers bring their interests to life. Our Retail store leaders develop and inspire diverse teams that deliver amazing customer experiences.

8. Hours of work

- 8.1 Apple Retail Stores are open 7 days a week. Subject to your availability, you may be rostered to work at any time on any day of the week. This does not mean that any Apple Retail team member will be rostered to work every day of a given week, just that our stores are open most days of the year.
- 8.2 The Roster Period for our Retail team members is 1 week. Apple will provide you with your roster 3 weeks' in advance, which will not be changed by Apple unless you request it.
- 8.3 From time to time, to support special events such as new product launches, Apple may make changes to the roster by giving you three (3) days' notice. Your roster will -not change unless you agree with this change.
- 8.4 If you need to change your availability you will need to inform your manager through Apple's availability system, prior to the start of the Roster Period or at any time prior to the commencement of the fortnightly pay period.
- 8.5 You will be rostered by Apple to work no more than 6 consecutive days. You may choose to work more than 6 consecutive days by swapping shifts, subject to manager approval.
- 8.6 You will be rostered no less than 4 hours in one shift.
- 8.7 You will be rostered to work no more than 10 hours in one shift.
- 8.8 You will be given a break of at least 12 hours between shifts.
- 8.9 Full Time Retail team members will be rostered to work a minimum of 76 hours every two week cycle, and any reasonable additional hours.
- 8.10 Part Time Retail team members will be engaged to work at least the minimum and up to the maximum number of hours each week in the following ranges under which they were engaged:
- c. 15 - 19 hours;
 - d. 19 - 23 hours;
 - e. 23 - 27 hours; and
 - f. 27 - 32 hours.
- 8.11 Your Part Time contract hours will not change unless you request, and Apple agrees to the change.
- 8.12 Part Time Retail team members will be able to swap, release or pick up shifts that are available to you subject to Manager approval. Part time Retail team members cannot release

Commented [CU8]: CU / Apple to consider

ASU note - Apple retail store members have a 1 week roster period. Apple will provide you with your roster 3 weeks in advance and it will not be "modified" unless you request it.

Consider how this works with Option D - fortnightly / 2 week cycle.

Commented [CU9]: CU / Apple to reflect on this and work on span / rates during these hours etc.

Commented [CU10]: CU to do:

Make clear that:

- o part timers may work less than 15 hours per week if this is at the worker's election;
- o there must be a review mechanism for ratcheting up part time contract hours; and
- o retail workers can decline a request to stay back at work beyond their contract hours

Commented [CU11]: Apple to expand on this either in clause or definitions

shifts if to do so would mean that their schedule for the week contains fewer hours than their contract range minimum.

For example, Jess is engaged on a 15-19 hour **contract**. Next week Jess is scheduled to work 19 hours but would like to free up additional time to spend with friends. Jess can release a 4 hour shift, but cannot release a 5 hour shift as this would take her below her minimum **contract** hours

Commented [CU12]: •RAFFWU position that 'set availability' be defined - Apple willing to consider text of EA to reflect intent that Apple will only roster people within availability window
•Clarification in text for overtime consequence when part time hours range exceeded
•Possibility of referencing rostering related policy in agreement to be considered by Apple

Days off

8.13 If you are a Full Time team member your days off will be:

- a. two consecutive weekdays every week which will be the same days every week; or
- b. a consecutive weekday and weekend day (e.g. Friday and Saturday or Sunday and Monday) subject to your store's availability and scheduling requirements; or
- c. one weekday and one weekend day that is not consecutive; or
- d. in a two week cycle, one set weekend off and 2 weekdays off; or
- e. two days every week that may change each week.

Commented [CU13R12]: Instructions TBC: include PART of the PT availability e.g. number of days / hours / shifts

Include - set availability and preferred availability clause e.g. Apple will only roster part timers to work within their set availability

Consider additional information on part time availability

- weekend days / weekdays

DRAFT clause separation on this issue to share with drafting group. Matrix - draft + discuss and see how it would work.

8.14 If you are a Full Time team member you can change your days off every 6 months.

8.15 If you are A Part Time team member, Apple will ensure you will not be rostered to work for at least 6 weekend days each quarter. These 6 weekend days may or may not be consecutive.

Commented [CU14]: CU note from RAFFWU - Some PT will not want the weekend days off and want to work. Redraft to cover that off. At the request of the employee.

Weekend work

8.16 You will be paid 150% of your hourly rate of pay if you work on a Saturday ~~or Sunday~~.

8.17 You will be paid 150% of your hourly rate of pay if you work on a Sunday.

Late night work

~~8.138.18~~ 8.148.18 You will be paid 125% of your hourly rate of pay between 6 p.m. and 10 p.m.
[include example of what happens if an employee works a late night on a weekend]

~~8.148.19~~ 8.148.19 You will be paid 150% of your hourly rate of pay between 10 p.m. and 6 a.m.

Public holidays

~~8.158.20~~ 8.168.20 You will be paid 250% of your hourly rate of pay for work on a public holiday.

~~8.168.21~~ 8.168.21 If you are a Manager, you will receive Time Off In Lieu for every hour you work on a public holiday.

Overtime

~~8.178.22~~ 8.178.22 You will be paid overtime rates only if your manager directs you to work and/or approves you to work the following hours before they are worked:

Commented [CU15]: Drafting note - Parties to reflect on how agreement text currently treats working time out of hours/scheduled work time
Span of hours - consider
Rate of outside of span hours - consider

- a. in excess of 76 hours a week if you are a Full Time Retail team member, or in excess of 38 hours a week if you are a Part Time Retail team member; or
- b. in excess of 10 hours a day; or
- c. if you are not provided with a break between shifts of at least 12 hours.

Commented [CU16]: Instructions TBC: any time above higher contract range for PT employees will be overtime e.g. for 15-19 range, OT will be paid any hours above 19

8-188.23 Overtime rates are:

- a. 150% of your hourly rate of pay for the first 2 hours of overtime; and
- b. 200% thereafter.

Breaks

8-198.24 You will be provided paid rest breaks and unpaid meal breaks during each shift on any day:

Shift Rostered hours	Paid Rest Break	Unpaid Meal Break
If you work more than Rostered to work more than 4 hours and up to (and including) 5 hours	15 minutes	None
If you Rostered to work more than 5 hours and up to (and including) 7 hours	15 minutes	30 minutes
If you work Rostered to work more than 7 hours and up to (and including) 8 hours	2 x 15 minutes	30 minutes
Rostered to if you work more than 8 hours and up to (and including) 11 hours	3 x 15 minutes	30 minutes

Commented [CU17]: CU / Apple to consider hours worked for the purposes of breaks.

4 hours not more than 4 hours.

RAFFWU / SDA suggest award words of hours worked per shift / language per shift

Commented [CU18]: •Text to be amended to alleviate confusion regarding breaks entitlements are based on 'hours worked' vs 'hours rostered to work'/'hours scheduled'

Apple note - update proposal document for employees re 4 hours

8-208.25 Unpaid Meal Breaks are not regarded as time worked.

Manager exception

8-218.26 Weekend work, late night work, public holidays (except clause ~~8.218-15~~) and overtime premiums do not apply to any Retail Managers.

Part 3: AppleCare

Part 3 applies to our AppleCare team members.

Our AppleCare team members are the voice of Apple, helping customers with live support by phone, chat or email. You share your passion for Apple products and services as you build relationships with our customers.

9. Hours of work

9.1 AppleCare employees will be rostered to work between [insert AppleCare hours] on any day of the week, subject to your availability.

Commented [CU19]: Have ADST and AEST hours? 9am - 8pm. To confirm what happens with daylight savings and SGT.

9.2 The Roster Period for our AppleCare team members is 3 months. Apple will provide you with your roster 47 days in advance. From time to time, to support special events such as new produce launches, Apple may make changes to the roster by giving you three (3) days' notice.

Commented [CU20]: Apple to confirm.

9.3 You will be rostered by Apple to work no more than 6 consecutive days. You may choose to work more than 6 consecutive days by swapping shifts, subject to manager approval.

9.4 You will be rostered no less than 3 hours in one shift.

9.5 You will be rostered to work no more than 10 hours in one shift.

9.6 You will be given a break of at least 12 hours between shifts.

9.7 If you are a Manager, you will receive Time Off In Lieu for every hour you work on a Manager on Duty shift.

Commented [CU21]: Apple to expand and define MOD

Weekend work

9.8 You will be paid ~~150~~25% of your hourly rate of pay if you work on a Saturday.

9.9 You will be paid 150% of your hourly rate of pay if you work on a Sunday.

Late night work

9.10 You will be paid 150% of your hourly rate of pay between 8 p.m. and 9 a.m.

Commented [CU22]: Apple to confirm timezone

Public holidays

9.11 If you work on a public holiday you can chose to be:

- a. paid 250% of your hourly rate of pay; or
- b. provided with Time Off In Lieu for every hour you work on a public holiday.

9.12 If you are a Manager, you will receive Time Off In Lieu for every hour you work on a public holiday.

9.13 If a public holiday falls on your rostered day off, you will receive TOIL for the duration of your regularly rostered shift.

Overtime

9.14 You will be paid overtime rates only if your relevant manager directs you to work and/or approves you to work in excess of 38 hours a week.

Commented [CU23]: Apple to consider PT OT trigger if any.

9.15 Overtime rates are:

- c. 150% of your hourly rate of pay for the first 2 hours of overtime; and
- d. 200% thereafter.

Breaks

9.16 You will be provided paid rest breaks and unpaid meal breaks during each shift on any day:

Shift hours	Paid Rest Break	Unpaid Meal Break
If you work more than 4 hours and up to (and including) 5 hours	15 minutes	None
If you work more than 5 hours and up to (and including) 7 hours	15 minutes	30 minutes
If you work more than 7 hours and up to (and including) 11 hours	2 x 15 minutes	60 minutes

9.17 Unpaid Meal Breaks are not regarded as time worked.

Manager exception

9.18 Weekend work, late night work, public holidays (except clause 9.12) and overtime premiums do not apply to any AppleCare Managers.

Part 4: Retail People Planning Operations & Retail Customer Care

Apple's People Planning Operations (PPO) team supports and drives execution of the workforce management strategies and operations for Apple Retail stores globally. Our team collaborates with partners across Apple to execute Retail programs, enabling teams and customers to receive a world class experience. Our Retail Customer Care (RCC) team provides the best experience for our customers by being experts on Apple product features and related accessories.

This section applies to our AppleCare team members.

Part 5: Apple Solutions Consultant Sales Team

Apple's Solutions Consultant Sales team collaborates with reseller partners to accelerate sales of Apple's entire product and service ecosystem within the reseller store environment. They educate and empower reseller store staff to stay knowledgeable on the latest Apple product and services portfolio, and deliver an extraordinary customer experience.

This section applies to our AppleCare team members.

Part 6: Apple General Administration

This section applies to our Administration and facilities team members.

Commented [CU24]: CU / Apple to insert entitlements for these LOB's

Part 6: Your allowances

10. Allowances

First Aid Allowance

[TO INSERT]

Motor Vehicle Allowance

[TO INSERT]

Higher Duties

[TO INSERT]

Training

- 10.1 To ensure personal and professional development, all Team Members will undertake internal and external training programs directed by Apple. Where Apple and you agree that an activity undertaken by you is a component of a structured training program, Apple will pay for any costs associated with the training.
- 10.2 Apple training programs may involve interstate and international travel.
- 10.3 When attending any training at the direction of Apple the following will apply:
- the maximum hours that will be regarded as hours worked in any one day will be 7.6 hours, including on days in which you may travel for more than 7.6 hours;
 - any travel time will not be regarded as hours worked unless such hours fall within your Rostered Hours in your home location.

Part 7: Leave

11. Leave

Annual Leave

- 11.1 Full Time team members are entitled to 20 days of paid annual leave every year. Part Time team members are entitled to annual leave on a prorated basis [using your hours worked, capped at 38 hours in a week and excluding any overtime hours].
- 11.2 Annual leave accumulates gradually during the year and any unused annual leave rolls over from year to year.
- 11.3 If you wish to take annual leave you must, where reasonably practicable, give Apple prior notice of your intention to take leave, and the start and finish dates of your intended leave. Apple requests 6 weeks' notice for Retail store team members, 4 weeks' notice [2 weeks AppleCare, unless taking 2+ weeks] for all other roles covered by this Agreement. Apple will consider requests made with less than the requested prior notice.
- 11.4 Apple may direct you from time to time to take a period of annual leave by giving at least 4 weeks' notice where:

Commented [CU25]: Flexible Workforce Employees and Interns are excluded from all Apple Leave (as distinct from Statutory requirements), except where they are explicitly included under this Agreement.

Add something about PT pro rata or in each clause of leave type ? prefer latter

- a. it is reasonable for Apple to give this direction; or
 - b. Apple's business, or part of the business, is being shutdown, for example over the Christmas and New Year's Day period.
- 11.5 Apple may also direct you to take a period of annual leave if you have accrued in excess of 8 weeks' annual leave and:
- a. Apple has tried to genuinely reach agreement with you as to how to reduce or eliminate your excessive leave accrual;
 - b. the direction will not result in your accrued annual leave balance being less than 6 weeks; and
 - c. the period of leave does not begin less than 8 weeks or more than 12 months after the direction is given.
- 11.6 Shiftworkers as defined by the Standards, will be entitled to an additional 5 days of paid annual leave.
- 11.7 Annual leave loading is included in your Minimum Hourly Rate or your rate of pay and is not separately payable.
- 11.8 Unused annual leave is paid out on termination of your employment.

Cash-out of Annual Leave

- 11.9 You may apply to Apple in writing to have your accrued but untaken annual leave cashed out provided that you retain a balance of at least 20 days (or 152 hours) accrued annual leave after the cash-out. **[Consider PT "week" eg; contract ranges vs actual hours for balance]**
- 11.10 **Cash out of annual leave is not available if you are on an extended unpaid leave of absence from Apple.**
- 11.11 Apple may accept or reject your application at its discretion. In exercising this discretion, Apple may take into account any matter, including but not limited to the needs of the business and work, health and safety considerations.

Personal/Carer's Leave

- 11.12 **Full Time team members are entitled to 10 days paid personal/carer's leave in accordance with the Standards. Part Time team members are entitled to paid personal/carer's leave on a prorated basis [using your hours worked, capped at 38 hours in a week and excluding any overtime hours].**
- 11.13 Paid personal/carer's leave accrues from year to year but is not paid out on termination of employment.
- 11.14 You are entitled to paid:
- a. Personal leave when you are ill or injured; or
 - b. Carer's leave when you need to take time off to care for an immediate family or household member who is sick or injured or help them during an unexpected emergency.

- 11.15 Carer's leave comes out of your overall personal/carer's leave balance.
- 11.16 You must notify Apple of your absence from work and the estimated duration of absence by contacting your Manager. Apple may require you to provide evidence that would satisfy a reasonable person (such as a medical certificate) to justify being entitled to the leave, if:
- a. your absence is five days or longer (including rostered days off); or
 - b. you have a pattern of absenteeism such as [define further].

Paid Family Care Leave

- 11.17 Full Time team members are entitled to 20 days (152 hours) paid family care leave in a rolling 12-month period. Part Time team members are entitled on a prorated basis [using the min/max hours in their contract range].
- 11.18 Paid family care leave can be taken continuously (20 days) or intermittently (1-2 days) to:
- a. care for a spouse, domestic partner, child or parent with a serious illness [not minor illness, cold & flu etc]; or
 - b. attend to qualified activities related to further progress adopting a child or fostering-to-adopt a child.
- 11.19 Paid family care leave incorporates any applicable local statutory or contractual paid and unpaid family care including your entitlement from the Standards to 2 days paid compassionate leave should a spouse, domestic partner, child or parent develop a life threatening illness or injury.
- 11.20 Apple may require you to provide evidence that would satisfy a reasonable person (such as a medical certificate) to justify being entitled to the leave.
- 11.21 Paid family care leave does not accrue from year to year and is not paid out on termination.

Unpaid Carer's Leave

- 11.22 Unpaid carer's leave of up to 2 days can be taken when your entitlements to paid carer's leave (and paid family care leave, if relevant) have been exhausted.

Compassionate & Bereavement Leave and Sorry Business

- 11.23 You can take up to 10 days paid per occasion:
- a. *Bereavement leave* - when someone in your immediate family or household passes away to focus on your needs and those of your loved ones;
 - b. *Compassionate leave* - when someone in your immediate family or household contracts or develops a life threatening illness or injury;
 - c. *Sorry business* - for team members who identify as Aboriginal and Torres Strait Islander to mourn the loss of a member of your community or extended family by attending funerals and participating in other related cultural events, activities or ceremonies with the community.
- 11.24 Bereavement leave and sorry business include taking time away to grieve when:
- a. yourself, a member of your immediate family or household having a stillbirth; or

- b. yourself, your spouse or de facto partner having a miscarriage (whether it is a spontaneous loss or voluntary or involuntary termination).

- 11.25 Because families are diverse, and people grieve differently, Apple will also consider granting bereavement leave for team members who have lost someone who had a significant role in their life upon request.
- 11.26 You may be required to provide Apple with evidence that would satisfy a reasonable person of your entitlement to take compassionate, bereavement or sorry business leave [such as a death certificate, funeral notice and/or proof of relationship].
- 11.27 All of the above leave types incorporate your entitlement from the Standards to 2 days paid compassionate leave per occasion.
- 11.28 Compassionate, bereavement and sorry business leave do not accrue from year to year and are not paid out on termination.

Long Service Leave

- 11.29 Long service leave shall accrue and be taken in accordance with applicable legislation in the State or Territory in which you are engaged.

Jury Service [Confirm State/Territory Legislation]

- 11.30 All team members can take leave when required to attend for Jury Service.
- 11.31 During such leave all team members will receive a top-up payment from Apple (of the difference between the payment from the Court and your rate of pay) for the first 10 days of the trial.
- 11.32 If the trial takes longer than 10 days:
 - a. Full Time and Part Time team members will continue to receive their ordinary rate of pay/base rate [excluding premiums and overtime] until the trial is complete; and
 - b. Flexible Workforce Employees and Interns will move to unpaid leave until the trial is complete.
- 11.33 The combination of work and Jury Service will not exceed the number of days you would normally be rostered to work in any fortnight. To receive payment, you must provide to Apple proof of your requirement to attend, proof of actual attendance and a record of the monies received by you from the Court.

Community Service Leave

- 11.34 All team members can take unpaid community service leave in accordance with the Standards for the purpose of engaging in a voluntary emergency management activity.
- 11.35 In addition, Full Time and Part Time team members can take to up to 10 days of paid community service leave per calendar year.

Blood and Plasma Donation Leave

- 11.36 Full Time and Part Time team members can take up 8 hours paid leave per calendar year for the purposes of donating blood or plasma.

11.37 You must arrange for your absence to be on a day suitable to you and Apple and be as close as possible to the beginning or end of your working day. You must notify Apple as soon as possible of the time and date upon which you are requesting to be absent for the purpose of donating blood or plasma.

Family and Domestic Violence Leave

11.38 All team members may take up to 10 days paid family and domestic violence leave each anniversary year in accordance with the Standards.

Study Leave

11.39 Full Time team members may take up to 2 days paid study leave per calendar year. Part Time team members are entitled on a prorated basis [using the min/max hours in their contract range].

11.40 To be eligible for study leave, you must provide details of the course, proof of enrolment or date of examination for a course that Apple agrees supports your professional growth (eg; driving lessons do not qualify).

11.41 Study leave does not accrue from year to year and is not paid out on termination.

Gender Affirmation Leave

11.42 Apple is committed to supporting team members who choose to take steps to affirm their gender. Full Time team members are entitled to 10 days paid per calendar year of gender affirmation leave to take the necessary steps to affirm your gender, including activities relating to legal name change and medical intervention such as hormone therapy and/or surgery. Paid gender affirmation leave does not accrue from year to year and is not paid out on termination. Part Time team members are entitled on a prorated basis [using the min/max hours in their contract range]. You may be required to provide supporting documents to Apple eg proof of medical services or legal appointments.

11.43 Apple will provide free access to the Transgender and Intersex Medical Advocacy Program (TIMAP) via Teladoc Expert Medical Services (or its successor) for all team members, provided that such program remains available in its current terms through Teladoc (or its successor) or, if no longer available for any reason, Apple will make reasonable efforts to engage with an appropriate replacement vendor providing comparable services. It is acknowledged, however, that TIMAP and similar programs are not widely available so it is possible that this service may become unavailable.

Part 8: Leaving Apple

12. Notice

12.1 If you are a Full Time or Part Time employee after the completion of your probationary period, either you or Apple may terminate your employment by giving to the other notice in accordance with the following scale as set out in the Act:

Period of continuous service	Period of notice
Less than 1 year service	1 week
More than 1 year but less than 3 years	2 weeks

More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 12.2 If you are over the age of 45 years, you will be eligible for one (1) extra weeks' notice if you have completed at least two (2) years of continuous service (other than in instances of serious misconduct when no notice is payable).
- 12.3 Apple may, at its discretion, terminate your employment by paying you the sum equal to the amount of your applicable Hourly Rate of Pay or Base Salary which you would have accrued during the balance of the required notice period. The period of notice referred to in this clause includes any notice required to be given pursuant to the Act or any other law.
- 12.4 Apple may also terminate your employment without notice (and without making any payment in lieu of notice, subject to the Standards) for conduct justifying instant dismissal including, but not limited to:
- (a) serious misconduct (as defined in 1.07 of the *Fair Work Regulations 2009* (Cth)) or neglect;
 - (b) theft or fraud;
 - (c) unacceptable or offensive behaviour including physical aggression, verbal or written threats, stalking, destruction of property or any other workplace violence;
 - (d) sexual harassment, harassment and/or unlawful discrimination against an employee, customer, contractor or any other person on site;
 - (e) bringing the business of Apple into disrepute;
 - (f) breaches of customer/client confidentiality;
 - (g) being under the influence, using or possessing illegal drugs while at work;
 - (h) being under the influence of alcohol whilst working;
 - (i) refusing to comply with a lawful and reasonable direction;
 - (j) not carrying out or acting outside of Work, Health and Safety responsibilities and obligations; or
 - (k) seriously breaching the terms of your employment.

13. Redundancy

- 13.1 If a redundancy decision made by Apple that a job being performed is no longer required to be performed and that the decision is not due to the ordinary and customary turnover of labour, in addition to the period of notice prescribed for termination in clause 12, the following amounts of redundancy pay in respect of continuous service will be provided:

Years of Continuous Service	Redundancy Pay Period – Under 45 years of Age	Redundancy Pay Period – 45 Years of Age and Over
Less than 1 year	0	0
1 year and less than 2 years	4 Weeks' Pay	5 Weeks' Pay
2 years and less than 3 years	7 Weeks' Pay	8.75 Weeks' Pay
3 years and less than 4 years	10 Weeks' Pay	12.5 Weeks' Pay
4 years and less than 5 years	12 Weeks' Pay	15 Weeks' Pay
5 years and less than 6 years	14 Weeks' Pay	17.5 Weeks' Pay
6 years and over	16 Weeks' Pay	20 Weeks' Pay

13.2 The redundancy provisions set out in this Agreement are subject to the exclusions set out in the Standards (including but not limited to sections 120 to 123 of the Act and any applicable regulations). Nothing in this Agreement is intended to limit Apple's ability to make an application to the Fair Work Commission to vary the redundancy provisions set out in this Agreement.

Schedule A

Classifications and Minimum Rates of Pay

You will be appointed in a role with one of the job titles in the below table and classified as one of the following levels:

Level	Description	Job titles
1	<p>Skill and experience: Entry level. [insert experience - related experience in years?]</p> <p>Job complexity: Performs routine tasks that require limited discretion and judgement.</p> <p>Supervision: Receives supervision and detailed instructions.</p>	Specialist Operations Specialist Store Admin Specialist Technical Specialist Tech Support Tier 1 Receptionist
2	<p>Skill and experience: Applies acquired job skills to complete assigned tasks.</p> <p>Job complexity: Required to work at a higher level than Level 1. Performs similar tasks to Level 1 but has autonomy to deviate from standard procedure based on experience and knowledge.</p> <p>Supervision: Receives general supervision and only requires instructions for new work.</p>	Creative Expert Business Expert Operations Expert Programming Expert Technical Expert Tech Support Tier 2 Customer Relations+ Customer Relations Admin Apple Solutions Consultant Administrative Support Administrative Assistant
3	<p>Skill and experience: Substantial understanding of the job and responsible for a wide range of tasks. Mentors other team members. [insert experience]</p> <p>Job complexity: Is required to work and perform tasks at a higher level and difficulty than Level 2. Requires judgment to, and makes recommendations to resolve issues.</p> <p>Supervision: Receives minimal supervision and minimal instructions on new tasks.</p>	Pro Genius Genius Admin Business Pro Creative Pro Technical and Merch Pro Senior Specialist Advisor Trainer Quality Insights Specialist Customer Relations + Senior Specialist Sales Specialist Online Personal Setup Specialist Service Specialist People Operations Planner
4	<p>Skill and experience: Highest skilled in the role that is not manager level.</p> <p>Job complexity: Is required to work at a higher level than Level 3. Routinely completes complex tasks and uses a high degree of initiative to resolve issues. Responsible for supervising the work of Levels 1 - 3.</p> <p>Supervision: Acts independently.</p>	Lead Lead Creative Lead Genius Operations Lead Team Manager (AppleCare) Senior Customer Service Specialist Resources Operations Analyst Apple Solutions Manager
5	<p>Skill and experience: Management team. Demonstrates the highest possible skill and standards in all areas of the store. [insert experience]</p> <p>Job complexity: Is required to work at the highest level within the business unit. Establishes operational objectives and assures adherence to budgets, schedules, work plans, and performance requirements.</p> <p>Supervision: Directly manages employees across Levels 1 - 4 and determines functions and procedures. May delegate assignments to subordinate managers.</p>	Manager Senior Manager Store Leader Area Manager (AppleCare) Resources Process Analyst Team Manager (RCC)

Commented [CU26]: Right to be classified

- review process ?
- retail award right to classify

Commented [CU27]: •Apple position: compared to NEA1, classification descriptions expanded – but open to discussing adjustments during drafting
 •Consider work activity/role description in further detail
 •Consider relationship to award for the purposes of drafting and alignment on how EA classifications map to the Award

Retail Store Team Members - Minimum Rates of Pay

Classification	Minimum Hourly Rate from 1 July 2023	Minimum Hourly Rate from 1 July 2024	Minimum Hourly Rate from 1 July 2025	Minimum Hourly Rate from 1 July 2026
1	27.64			
2	30.37			
3	33.86			
4	38.92			
5	47.87			

Commented [CU28]: Commencement
 Note the claims re commencement date of first increase.

AppleCare Employees - Minimum Hourly Rates of Pay

AppleCare roles	Minimum Hourly Rate of Pay 1 July 2023	Minimum Hourly Rate of Pay 1 July 2024	Minimum Hourly Rate of Pay 1 July 2025	Minimum Hourly Rate of Pay 1 July 2026
Tech Support Tier 1	27.64			
Tech Support Tier 2 Customer Relations+ Customer Relations Admin	30.37			
Senior Specialist Advisor Trainer Quality Insight Specialist Customer Relations+ Senior Specialist	33.86			
Team Manager	47.87			
Area Manager	55.21			

Retail Customer Care Employees

AppleCare roles	Minimum Hourly Rate of Pay 1 July 2023	Minimum Hourly Rate of Pay 1 July 2024	Minimum Hourly Rate of Pay 1 July 2025	Minimum Hourly Rate of Pay 1 July 2026
Sales Specialist Online Personal Setup Specialist Service Specialist	30.37			
Senior Customer Service Specialist	33.86			
Team Manager	47.87			

People Planning Operations

AppleCare roles	Minimum Hourly Rate of Pay 1 July 2023	Minimum Hourly Rate of Pay 1 July 2024	Minimum Hourly Rate of Pay 1 July 2025	Minimum Hourly Rate of Pay 1 July 2026
Resources Operations Analyst	33.86			
Resources Process Analyst	36.64			

Apple Solutions Consultants

AppleCare roles	Minimum Hourly Rate of Pay 1 July 2023	Minimum Hourly Rate of Pay 1 July 2024	Minimum Hourly Rate of Pay 1 July 2025	Minimum Hourly Rate of Pay 1 July 2026
Apple Solutions Consultant				
Area Sales Manager				

General Administration

Administration roles	Minimum Hourly Rate of Pay 1 July 2023	Minimum Hourly Rate of Pay 1 July 2024	Minimum Hourly Rate of Pay 1 July 2025	Minimum Hourly Rate of Pay 1 July 2026
Receptionist Operator				
Administrative Assistant Administrative Support				

Schedule B

Individual Flexibility Arrangements

1. Apple and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
overtime rates;
 - (ii) penalty rates;
allowances;
 - (iii) leave loading; and
 - (b) the arrangement meets the genuine needs of Apple and an Employee in relation to 1 or more of the matters mentioned in paragraph 1(a) of Schedule C;
 - (c) the arrangement is genuinely agreed to by Apple and the Employee and
 - (d) Apple has taken reasonable steps to ensure the employee understands the proposal if Apple has or should reasonably be aware that the employee may have limited understanding of written English.
2. An individual flexibility arrangement may only be made after the individual employee has commenced employment with Apple.
3. Apple must ensure that the terms of the individual flexibility agreement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the Employee would be if no arrangement was made.
4. Apple must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of Apple and the Employee; and
 - (c) is signed by Apple and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

5. Apple must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
6. Apple or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 13 weeks written notice to the other party to the arrangement; or
 - (b) if Apple and the Employee agree in writing - at any time.

Schedule C

Consultation Procedure

1. This term applies if Apple:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

2. For a major change referred to in clause 1(a):
 - (a) Apple must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 3 to 9 apply.
3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise Apple of the identity of the representative;Apple must recognise the representative.
5. As soon as practicable after making its decision, Apple must:
 - (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Apple is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion-provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
6. However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7. Apple must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Apple, the requirements set out in paragraph 2(a) and subclauses 3 and 5 are taken not to apply.
9. In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Apple's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph 1(b):
 - (a) Apple must notify the relevant Employees of the proposed change; and
 - (b) subclauses 11 to 15 apply.
11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
12. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise Apple of the identity of the representative;

Apple must recognise the representative.

13. As soon as practicable after proposing to introduce the change, Apple must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion-provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Apple reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that Apple reasonably believes are likely to affect the Employees; and

(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14. However, Apple is not required to disclose confidential or commercially sensitive information to the relevant Employees.
15. Apple must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
16. In this term:
17. **relevant Employees** means the Employees who may be affected by a change referred to in subclause (1).

Schedule D

Grievance Procedure

1. If a dispute relates to:
 - (b) a matter arising under the Agreement; or
 - (c) the National Employment Standards,this term sets out procedures to settle the dispute.
 2. A party to the dispute may appoint another person, organisation or association (including but not limited to a legal representative) to accompany or represent them in relation to the dispute.
 3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
 4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
 5. The Fair Work Commission may deal with the dispute in two stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009 (Cth).*
6. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.
 7. While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an Employee must continue to perform the Employee's work as normal unless the Employee has a reasonable concern about an imminent risk to the Employee's health or safety; and
 - (b) an Employee must comply with a direction given by Apple to perform other available work at the same workplace, or at another workplace, unless:
 - (c) the work is not safe; or
 - (d) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (e) the work is not appropriate for the Employee to perform; or

(f) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Execution

Executed as an agreement.

Signed for and on behalf of
Apple Pty Ltd
by its duly authorised representative
in the presence of:

Signed by
Employee Representative

Signature of authorised representative

Signature of Employee Representative

Name of authorised representative
(please print)

Name of authorised representative
(please print)

Capacity

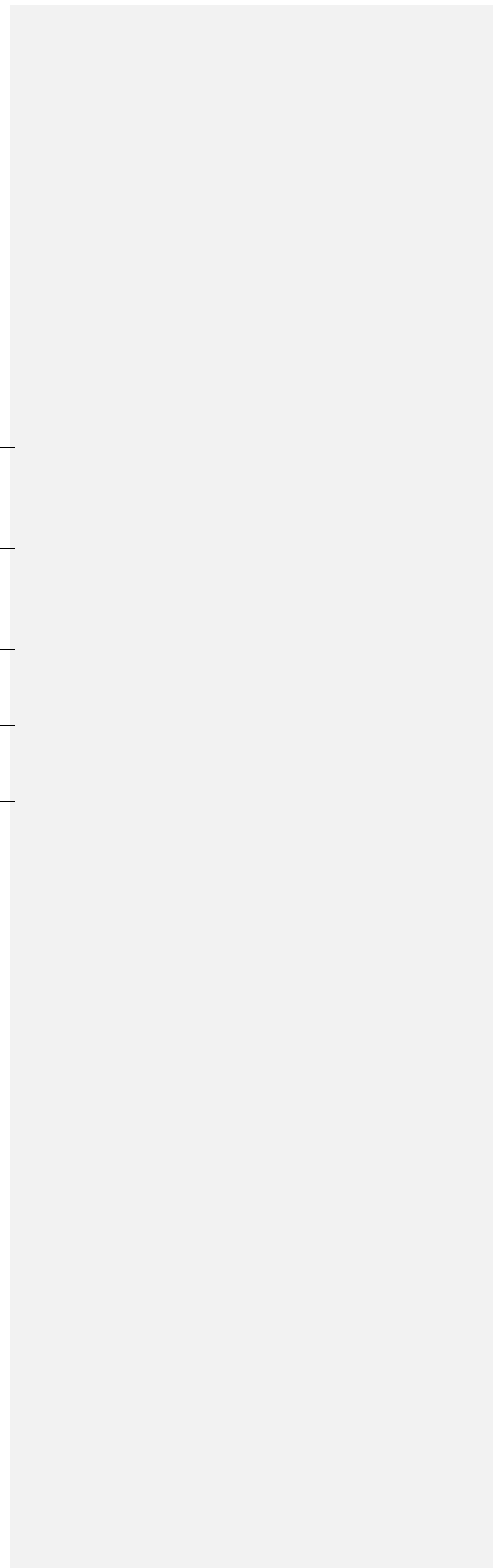
Capacity

Date

Date

Address

Address





STATEMENT AND RECOMMENDATIONS

Fair Work Act 2009

s.240 - Application to deal with a bargaining dispute

Australian Municipal, Administrative, Clerical and Services Union

v

Apple Pty Ltd T/A Apple

(B2023/274)

Shop, Distributive and Allied Employees Association

v

Apple Pty Ltd T/A Apple

(B2023/278)

DEPUTY PRESIDENT HAMPTON

ADELAIDE, 3 MAY 2023

Application to deal with a bargaining dispute – conference conducted – recommendations made – matter allocated to a Member to assist the parties conduct further negotiations.

[1] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and the Shop, Distributive and Allied Employees Association (SDA) have each lodged a s.240 application under the *Fair Work Act 2009 (Act)* seeking the Commission's assistance to deal with a bargaining dispute. The context for the applications is that the ASU and SDA, and other bargaining representatives, are currently bargaining with Apple Pty Ltd T/A Apple (Apple) seeking to reach a new enterprise agreement. The proposed enterprise agreement would, in effect, apply to a substantial portion of Apple's Australian operations and replace two existing nominally expired agreements. The Retail and Fast Food Workers Union (RAFFWU) also seeks to participate in these applications having been appointed as bargaining representative for in the order of 125 employees. In addition, there are well over 100 Individual Bargaining Representatives (IBRs) seeking to have their views considered. I observe that some of these IBRs are also members of the ASU, SDA or RAFFWU.

[2] The bargaining has been underway since August 2022 and there have been over 30 meetings. Although progress has been made, particularly in recent weeks, there are many issues and claims that have not been thoroughly explored and there is no substantial agreement between Apple and most of the bargaining representatives on some major matters. I observe that although there are different views as to how the present difficulties with the bargaining have arisen, it is common ground that the existing process is not effective or efficient.

[3] Amongst the factors influencing the process, is the number of IBRs. The IBRs have nominated themselves in accordance with the requirements of the Act and they have a legitimate role to play in the process. This dynamic does create some logistical issues both in terms of conducting meetings and the number of claims that have been made. Apple recently

consolidated the various proposals, and these comprise approximately 500 claims. Many of these have similar themes; however, the volume of claims is also a factor influencing the present process.

[4] Given the logistical issues, I conducted an initial conference in these matters on 1 May 2023 to explore the general positions of the Industrial Parties and sought views on how the bargaining process could be advanced whilst ensuring the views of all bargaining parties are considered. The initial conference involved only the ASU, SDA, RAFFWU and the Apple Bargaining Team and its representatives. I took 2 additional steps in recognition of the nature of representation at the initial conference. Firstly, the conference did not deal with the substance of the salary and conditions issues in dispute. Secondly, in advance of the initial conference the IBRs were given an opportunity to contribute to the process by way of written submissions. These contributions were then summarised, and that summary was provided in advance by the Commission to the IBRs and to those participating in the conference.

[5] The questions posed by the Commission to the IBRs, and to the conference more generally, were as follows:

- What technology/approaches might be utilised to facilitate the involvement of all of the bargaining representatives in the negotiations?
- Is there any capacity for the individual bargaining representatives to nominate a smaller group of representatives on a regional/location/occupational or other basis?
- Comments on the progress of negotiations to this point.
- Other procedural matters that the parties wish to raise.

[6] Various suggestions were made by the IBRs including those going to the better use of technology to facilitate participation, rationalisation of the number or time given to the IBRs or alternatively the time given to the Union representatives within the meetings, having better support for the IBRs in their role, the provision of information from Apple with a greater lead time before the bargaining meetings, and ensuring that Apple has the decision-makers more directly involved in the process.

[7] Very constructive discussions were held during the initial conference and the matters canvassed included:

- The general processes that had been adopted during the bargaining and the status of negotiations on the various major claims;
- Proposals to advance the negotiations made by the ASU, SDA and RAFFWU and the response and suggestions made by Apple;
- The perspectives and proposals advanced by the IBRs;
- The wages and salaries proposal recently made by Apple which has the benefit of providing an important element of the context in which the employee organisations and bargaining representatives might assess other proposals that are being made by the various interests;

- The fact that Apple had recently provided the consolidated logs of claims including its responses to date; and
- The various potential modes of conducting bargaining meetings, including fully on-line, meeting in person at alternating locations and various hybrid models. This also included the potential to facilitate and support bargaining representatives in their roles where appropriate.

[8] A number of immediate initiatives were also agreed; being:

- If possible, the appointment of an independent chair to conduct the bargaining meetings;
- A drafting committee should be formed, however there were different views as to its composition; and
- Apple would provide to all bargaining representatives the names, position and work emails of the IBRs. This, along with the group email also recently established by Apple, will assist all bargaining representatives to meet their respective good faith bargaining obligations.

[9] I observe that the parties subsequently explored whether a particular (agreed) person was available to undertake the task as independent chair, however that person was not available. Given this development, I will arrange for a Member of the Commission to assist the parties with the conduct of the bargaining meetings.

[10] I also observe that Apple has also now provided the agreed information concerning the IBRs.

[11] As requested by the parties, I consider that it would be helpful to summarise several observations that I made near to the conclusion of the conference and to issue some recommendations to assist the process.

[12] In so doing, it is important to have regard to the good faith bargaining requirements (the **requirements**) created by s.228 of the Act:

“228 Bargaining representatives must meet the good faith bargaining requirements

- (1) The following are the good faith bargaining requirements that a bargaining representative for a proposed enterprise agreement must meet:
 - (a) attending, and participating in, meetings at reasonable times;
 - (b) disclosing relevant information (other than confidential or commercially sensitive information) in a timely manner;
 - (c) responding to proposals made by other bargaining representatives for the agreement in a timely manner;
 - (d) giving genuine consideration to the proposals of other bargaining representatives for the agreement, and giving reasons for the bargaining representative’s responses to those proposals;

- (e) refraining from capricious or unfair conduct that undermines freedom of association or collective bargaining;
- (f) recognising and bargaining with the other bargaining representatives for the agreement.

Note: See also section 255A (limitations relating to greenfields agreements).

- (2) The good faith bargaining requirements do not require:
 - (a) a bargaining representative to make concessions during bargaining for the agreement; or
 - (b) a bargaining representative to reach agreement on the terms that are to be included in the agreement.”

[13] I observe that provided the requirements are met, including that all bargaining representatives ultimately have their proposals genuinely considered and reasons for any response provided, there is an opportunity for the parties here to prioritise the outstanding issues. This might involve initially concentrating on what would be considered to be the most common elements of an enterprise agreement and those claims that have apparent broad support from employee representatives.

[14] I also observe that the requirements as applied by the Commission¹ allow for different parallel processes for dealing with issues that impact only upon a section of the entire employee group or business, provided the overall proposals are considered in some form by the full bargaining committee.

[15] There is a level of support being provided by Apple to the IBRs. This includes paid time off to participate in what is a full schedule of bargaining committee meetings. It would be reasonable for the IBRs involved to, as far as is possible, coordinate their contributions and to liaise out of session about positions that might be advanced.

[16] As far as possible, Apple and all other bargaining representatives, should provide information and responses in advance of bargaining meetings to enable the meetings to deal with the actual negotiation of the issues. Further, whilst recognising the multinational nature of the employer here, Apple should seek to have relevant decision-makers readily available to ensure prompt responses and to have those attending the bargaining meetings authorised to make in principle agreements within instructions.

[17] The concept of a drafting committee is sound and should be adopted. The purpose of the drafting committee would be to draft agreed outcomes of the bargaining process (or outcomes that are likely to form the basis of a proposed agreements that have the support of at least some of the other bargaining representatives) for inclusion into a consolidated proposed enterprise agreement. It is important that the drafting committee not become a de facto bargaining committee and whilst its membership should recognise the nature and scope of the bargaining committee, it should comprise individuals that have the requisite drafting skills. I do accept that there is a role for those from the workplace to ensure that the final wording reflects the intended outcome and is likely to be understood and applied in that manner. I

¹ See *AWU v BP Refinery (Kwinana) Pty Ltd* [2014] FWC 1476.

suggest that this is best accommodated by ensuring that some of the IBRs and workplace representatives of the unions are released from duty at critical stages to enable them to review and provide feedback to the drafting committee. The arrangements should be considered and resolved at an early future bargaining committee meeting.

[18] Given the reallocation of these matters to another Member of the Commission, I will leave the mode of the future bargaining committee meetings to that Member to work through with the committee. I observe that it would appear to be desirable that at least some of the meetings be conducted with those attending largely in person, with the use of an appropriate on-line platform to enable others to attend.

RECOMMENDATIONS

1. THAT the parties consider the observations in this Statement and assess their positions accordingly.
2. THAT the bargaining committee, with the assistance of the Commission Member allocated to this matter, prioritise and then work through the outstanding claims with a view to achieving as much consensus amongst the bargaining committee as possible.
3. THAT the parties keep the Commission advised of developments and progress.

[19] As indicated above, these matters will now be allocated to another Member of the Commission to assist the parties within the framework of these Recommendations.

[20] General liberty has also been granted, including to seek the relisting of these applications before the Commission.



DEPUTY PRESIDENT

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<PR761520>

IA-13

Apple Bargaining Meeting Agenda

16 and 17 May 2023 via Webex videoconference (link to be provided by Apple)

Confidential to participants

10.00am, Tuesday 16 May 2023, following 9.00am caucus as required

Procedural matters

1. Role of Commissioner Matheson as independent Chair
2. Statement and Recommendations of Deputy President Hampton (**Attachment A**)
3. Structure and format of future meetings and opportunities to improve efficiency of process in preparing for, during and following meetings
4. Program of items to be discussed at future bargaining meetings (**Attachment B**)
5. Drafting committee (**Attachment C**)

Bargaining items

6. Wages, increases and classifications

- (a) Annual wage increase – floor %
- (b) Annual wage increase – backpay
- (c) Performance pay structures
- (d) Minimum pay rates
- (e) Pay transparency measures
- (f) Loading for past 7 years for those paid less than they would have been paid under the Award
- (g) Classifications
- (h) Classification committee

7. Retail rostering and scheduling

- (a) Retail scheduling and rostering
- (b) Retail part time scheduling

- (c) Meal and rest breaks

8. Penalty rates and overtime

- (a) Retail penalty rates and backpay of penalty rates payable under a new agreement to 31 October 2022
- (b) Penalty rates for all employees
- (c) AppleCare – exclusion from overtime/penalty rates
- (d) Retail overtime rates, including as outside Award span rates, tasks required away from work and other overtime issues

9. Actions

- (a) Items for referral to drafting committee
- (b) Other actions arising

CONFIDENTIAL TO PARTICIPANTS

Apple Bargaining Meeting Agenda

30 and 31 May 2023 via Webex videoconference (link to be provided by Apple)

Confidential to participants

10.00am, Tuesday 30 May 2023, following 9.00am caucus as required

Note: Representatives have been identified next to items where they have a key claim related to that item. It is proposed that discussion about an item will commence with those representatives speaking to the item however other representatives will be invited to contribute to discussion if they so wish.

Procedural matters

1. Drafting committee report back, including classifications

Bargaining items

2. Leave

- a. Annual leave (Apple)
- b. Annual leave loading (ASU)
- c. Personal/carer's leave
- d. Parental leave (RAFFWU)
- e. Study related entitlements (SDA)
- f. Cultural leave (RAFFWU)
- g. Natural disaster leave (SDA and ASU)
- h. Pandemic leave (special leave) (ASU)

Break

- a. Family and domestic violence leave (ASU)
- b. Bereavement leave (RAFFWU)
- c. Menstruation leave and menstruation (sanitary products) allowance (RAFFWU)
- d. Mental health leave (IBRs)
- e. Gender affirmation leave

3. Company benefits and RSUs (ASU, RAFFWU, IBRs)

4. Other

- a. Return to work (ASU)
- b. Alcohol (IBR)
- c. Indemnity insurance (and indemnification for sales) (RAFFWU)
- d. Suspension (Apple)
- e. Policy - general (ASU + IBRs)
- f. Entitlement to not be required to use leave while stood down and be paid (SDA + ASU + RAFFWU)

CONFIDENTIAL TO PARTICIPANTS

10.00am, Wednesday 31 May 2023, following 9.00am caucus as required

Bargaining items

1. Allowances

- a. Meal allowance (SDA)
- b. Special events allowance (SDA)
- c. Retail uniform allocation and laundering allowance (RAFFWU, SDA, IBR)
- d. Parking allowance (IBR)
- e. First aid allowance (IBR)
- f. On call payment (SDA, ASU)
- g. Call back payment / 12 hour break (SDA)
- h. Travel related reimbursements (RAFFWU and IBRs)
- i. Notice of travel expectations (RAFFWU)
- j. Health allowance and private health insurance ((RAFFWU and IBRs)
- k. Higher duties allowance (SDA, ASU) and career experience (RAFFWU)
- l. Promotions (ASU)
- m. Skills allowance (ASU and IBR)
- n. Career progression pathways (RAFFWU)
- o. Merit selection and quotas (RAFFWU)
- p. Loaded rates (SDA)

2. Termination

- a. Termination and resignation
- b. Redundancy
- c. Superannuation

3. Agreement - general

- a. Union membership and union clause
- b. Retrospective application (SDA, ASU, Apple, IBRs)
- c. Location of work and working from home (IBR)
- d. Diversity and equity (RAFFWU)
- e. Intellectual property (RAFFWU)
- f. Dispute resolution / grievance procedure
- g. Consultation (Apple)
- h. Shift work (ASU + IBR)
- i. Nominal expiry date (ASU)
- j. Agreement – general (ASU)

4. Maintain current entitlements unless improved (ASU)

Attachment A

Proposed program of items to be discussed at future bargaining meetings

Confidential to participants

Meeting date	Theme
Tuesday 13 June 2023	TOIL
	Other outstanding items if necessary
	Discussion about consolidated draft of NEA 2
Wednesday 14 June 2023	Discussion about consolidated draft of NEA 2 if required

CONFIDENTIAL TO PARTICIPANTS

Annexure IA-15 (re [48])

Retail role	Retail Award Level	Award minimum rate	Apple minimum rate	Apple average rate
Ops Specialist Specialist Store Admin Specialist Technical Specialist	3	\$24.29	\$27.64	\$28.70
Business Expert Creative Genius Admin Operations Expert People Operations Planner Programming Expert Technical Expert Expert	4	\$24.76	\$30.37	\$33.18
Business Pro Creative Pro Genius Pro Tech and Merch Pro	5	\$25.78	\$33.86	\$36.95
Lead Lead Creative Lead Genius Operations Lead	6	\$26.15	\$38.92	\$44.10
Manager Senior Manager Store Leader	8	\$28.58	\$47.87	\$65.04

Specialist – Job Description IA-16

Summary

The Specialist builds brand loyalty and creates owners of Apple products. The Specialist is approachable and curious, and engages customers before, during, and after a purchase. They ask questions and actively listen to our customers' needs in order to demonstrate how Apple can enrich their lives. The Specialist is dedicated to delivering a customer service experience that is unlike any other.

Responsibilities

- Drive sales, create owners, and build brand loyalty.
- Contribute to success across all store areas and flex appropriately to meet business needs.
- Proactively approach and engage with our customers to understand their needs and present complete solutions for all customers, both in store and online.
- Bring Apple products, services, and ecosystem to life through demos, personalization, and answers to customer questions.
- Create memorable experiences that showcase the benefits of Apple products and services.
- Provide customized solutions based on each customer's specific needs, including business, education, and creative professionals.
- Set up a customer's newest Apple products and offer personalization.
- Provide troubleshooting advice and introduce the benefits of shopping with Apple — often to multiple customers at the same time.
- Use knowledge about Apple technology, technical expertise, and creativity to meet customer needs.
- Stay up to date on new information, product and service offerings, and company initiatives, by leveraging internal tools and resources, on-the-job experiences, and peers.
- Support peers at the Genius Bar as needed to share knowledge and assist in providing ownership options.
- Provide world-class customer service to customers.
- Maintain accuracy in all operational duties and transactions.

Desired Skills

- Previous sales experience in a fast-paced environment.
- Proficiency with Apple products and services.
- Strong teamwork, interpersonal, and customer service skills.
- Flexible about work, often performing multiple activities simultaneously.
- Ability to prioritize tasks effectively.
- Provide and receive feedback to others.
- Decisive, even under tight deadlines and pressure.

Technical Specialist – Job Description IA-17

Summary

The Technical Specialist offers technical support and skilled troubleshooting for all customers while also generating excitement for our products and services. The Technical Specialist delivers exceptional service and ensures customers are empowered to get the most out of their Apple products and services. In addition, the Technical Specialist ensures customers are educated about all available ownership options.

Responsibilities

- Troubleshoot, diagnose, and resolve iOS devices, Apple TV, Apple Watch, Beats, AirPort, and other small devices and their accompanying software.
- Identify all customer needs and present product and service solutions.
- Empathize when technology is not working as expected and explain difficult technical problems in terms the customer understands.
- Support customers in a timely manner and balance priorities to achieve individual and team productivity goals.
- Set reasonable expectations for customers and keep them informed and updated throughout their interactions.
- Document all pertinent user information and the nature of the problem with accuracy in all supported systems.
- Record all transactions accurately to maintain service and inventory part accuracy.
- Develop product knowledge and research required information using all available tools and resources.
- Maintain knowledge of current in-store and online products and services, promotions, merchandise features, inventory, policies, and procedures.
- Offer accompanying accessories to enhance the customer experience with iOS and other devices.
- Partner closely with the Product Zone team if a customer chooses to make a purchase.
- Identify and continuously provide feedback to Apple on unique customer problems and other issues.
- Perform additional support like check-in duties or service functions as needed.

Desired Skills

- Ability to analyze and solve technical problems.
- Relevant technical expertise on Apple products and services.
- Experience troubleshooting hardware and software issues in a customer service environment.
- Strong interpersonal skills and experience navigating customer service issues with empathy.
- Action-oriented and motivated to do what's best for the customer and Apple, often anticipating and adjusting for problems and roadblocks.
- Ability to work in a fast-paced environment and make decisions quickly, sometimes under tight deadlines and pressure.

Technical Expert - Job Description

IA-18

Summary

The Technical Expert combines extensive functional troubleshooting skills with an ability to inspire excitement around ownership across the Apple ecosystem — with a focus on iPhone. After conducting a thorough diagnosis, the Technical Expert enables the customer to select the best repair or upgrade option to meet their needs. They perform repairs on iPhones and other Apple products as required. In addition, they educate, mentor, and enhance the knowledge of our Technical Specialists, and they benefit from the guidance of the Genius team.

Responsibilities

- Troubleshoot, diagnose, and perform repairs of iOS devices, Apple TV, Apple Watch, Beats, AirPort, and other small devices and their accompanying software.
- Explain where technical issues may originate from as a result of having extensive knowledge of hardware and software components.
- Supports the pickup process for the team and customers.
- Mentor Technical Specialists on technical and customer service issues.
- Identify all customer needs and present product and service solutions.
- Empathize when technology is not working as expected and explain difficult technical problems in terms the customer understands.
- Support customers in a timely manner and balance priorities to achieve individual and team productivity goals.
- Set reasonable expectations for customers and keep them informed and updated throughout their interactions.
- Document all pertinent user information and the nature of the problem with accuracy in all supported systems.
- Record all transactions accurately to maintain service and inventory part accuracy.
- Develop product knowledge and research required information using all available tools and resources.
- Maintain knowledge of current in-store and online products and services, promotions, merchandise features, inventory, policies, and procedures.
- Offer accompanying accessories to enhance the customer experience with iOS and other devices.
- Partner closely with the Product Zone team if a customer chooses to make a purchase.
- Identify and continuously provide feedback to Apple on unique customer problems and other issues.
- Perform additional support like check-in duties or service functions as needed.

Desired Skills

- Certified to repair iOS devices.
- Ability to listen and provide feedback and guidance to others.
- Ability to identify patterns based upon prior troubleshooting experience to diagnose symptoms and causes.
- Ability to analyze and solve technical problems.
- Relevant technical expertise on Apple products and services.
- Experience troubleshooting hardware and software issues in a customer service environment.
- Strong interpersonal skills and experience navigating customer service issues with empathy.
- Action-oriented and motivated to do what's best for the customer and Apple, often anticipating and adjusting for problems and roadblocks.
- Ability to work in a fast-paced environment and make decisions quickly, sometimes under tight deadlines and pressure.
- Proven success in team environments demonstrating shared responsibility and accountability with other team members.
- Excellent verbal and written communications skills with ability to tailor communication and style to differing audiences.

Genius – Job Description

Summary

The Genius performs hands-on repairs of desktop and mobile devices. They also provide critical frontline customer support and create experiences that promote excitement around ownership across the Apple ecosystem. The Genius shares their technical expertise with all their customers, regardless of the customer's level of expertise. Additionally, the Genius supports the development of Technical Experts and Specialists through mentoring and knowledge-sharing.

Responsibilities

- Troubleshoot, diagnose, and resolve comprehensive technical problems for all of our products and their accompanying software.
- Performs repairs of all products as required.
- Mentor Technical Experts and Technical Specialists on technical and customer service issues.
- Troubleshoot, diagnose, and perform repairs of iOS devices, Apple TV, Apple Watch, Beats, AirPort, and other devices and their accompanying software.
- Explain where technical issues may originate from as a result of having extensive knowledge of hardware and software components.
- Supports the pickup process for the team and customers.
- Identify all customer needs and present product and service solutions.
- Empathize when technology is not working as expected and explain difficult technical problems in terms the customer understands.
- Support customers in a timely manner and balance priorities to achieve individual and team productivity goals.
- Set reasonable expectations for customers and keep them informed and updated throughout their interactions.

- Document all pertinent user information and the nature of the problem with accuracy in all supported systems.
- Record all transactions accurately to maintain service and inventory part accuracy.
- Develop product knowledge and research required information using all available tools and resources.
- Maintain knowledge of current in-store and online products and services, promotions, merchandise features, inventory, policies, and procedures.
- Offer accompanying accessories to enhance the customer experience with iOS and other devices.
- Partner closely with the Product Zone team if a customer chooses to make a purchase.
- Identify and continuously provide feedback to Apple on unique customer problems and other issues.
- Perform additional support like check-in duties or service functions as needed.

Desired Skills

- Certified to repair desktop, portable, and all other Apple products and devices.
- Advanced level of troubleshooting hardware and software issues across a broad range of products and services in a customer service environment.
- Ability to effectively engage in high level, self-directed time management and prioritization of workload.
- Ability to listen and provide feedback and guidance to others.
- Ability to identify patterns based upon prior troubleshooting experience to diagnose symptoms and causes.
- Relevant technical expertise on Apple products and services.
- Strong interpersonal skills and experience navigating customer service issues with empathy.
- Action-oriented and motivated to do what's best for the customer and Apple, often anticipating and adjusting for problems and roadblocks.

- Ability to work in a fast-paced environment and make decisions quickly, sometimes under tight deadlines and pressure.
- Proven success in team environments demonstrating shared responsibility and accountability with other team members.
- Excellent verbal and written communications skills with ability to tailor communication and style to differing audiences.