This section of the store operations manual explains your rights and responsibilities as an employee of MaxSurf under relevant Employee and Industrial Relations legislation.

Being familiar with the content of this section will ensure that you:

- Understand the rostering process at MaxSurf
- Know your responsibilities in relation to Anti-Discrimination legislation
- Are aware of options available to you in case of industrial dispute
- Are aware of your responsibilities in relation to non-attendance at work
- Know your rights under the Retail Industry award by which you are employed
- Contribute to the overall effectiveness of MaxSurf’s business operations

This module contains the following information:

- MaxSurf’s employee guidelines
- MaxSurf’s rostering policy
- MaxSurf’s Anti-Discrimination policy
- Information about your union

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**Our Employee Guidelines**

At MaxSurf, we believe that our people are our most important asset. We try to encourage a working environment that our staff enjoy being in. As a MaxSurf employee, you are an important part of our team.

We will make every reasonable effort to ensure that:

- We respect and listen to your feelings and thoughts
- We respect your rights as an individual
- You are treated in a fair and equal way at all times
- Any concerns regarding your employment at MaxSurf are resolved fairly
- Your employment conditions are fair and in line with industry standards

In return, we expect that:

- You listen to the feelings and thoughts of others
- You respect the rights of other individuals
- You treat others in a fair and equal way at all times
- You bring any concerns you may have to our attention
- You make a positive contribution to the MaxSurf work environment
1. The rostering process.

At MaxSurf, we use a rostering process to ensure that our store has adequate staff numbers at all times. The rosters work on specific shifts, which are:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
<th>Staff required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday</td>
<td>8am to 4pm</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>10am to 6pm</td>
<td>3</td>
</tr>
<tr>
<td>Thursday</td>
<td>4pm to 9.30pm</td>
<td>3</td>
</tr>
<tr>
<td>Saturday</td>
<td>8am to 3pm</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>10am to 6pm</td>
<td>3</td>
</tr>
</tbody>
</table>

As an employee, you can be asked to work on any of the available shifts. However, you are only required to work a maximum of 38 hours in one week. Further details about the number of working hours per week, overtime payments etc can be found in this manual, in the section “Your Retail Award”.

Your Store Manager works out the staff roster, and tries to ensure that each staff member does their fair share of hours, and gets a variety of shifts. If you have special requirements (for example, having to leave early on certain days), you should discuss them with your Store Manager. If you have concerns about the rostering process or your shifts, you should speak with your Store Manager.

1a. What if you can’t work on your allocated shift?

We understand that from time to time, situations or circumstances may arise that will affect your ability to work at certain times. These situations fall into 3 categories:

i) When you are sick.

Unfortunately, it’s a fact of life that people do get sick. When you’re not feeling well, you shouldn’t come to work… for 2 reasons – firstly, it won’t make you feel better, and secondly you could pass your illness on to your workmates. When you’re sick and can’t come in to work, we ask that you ring your Store Manager (or nominated person) at least one hour before your shift starts. For example, you wake up at 6.30am, and your shift starts at 8am. Don’t wait until 8 to ring – make the call as soon as you wake up. That way, your Store Manager has got time to find a replacement for your shift. If you are going to be sick for more than one day, you should let your Store Manager know so that they can make arrangements to replace you for longer than just one day.

Your Store Manager will give you their mobile phone number so that you can ring them as early as possible without having to wait until the store opens.
ii) When something comes up.

Unexpected situations or circumstances can come up from time to time, and could mean that you are unable to fulfil your shift allocation. If you are able to provide your Store Manager with **advance notice** of these situations, please do. If it happens all of a sudden (for example, your child is sick at school and you have to pick him/her up) you must let your Store Manager know **immediately** – before you leave work.

Your Store Manager will give you their **mobile phone number** so that you can ring them as early as possible without having to wait until the store opens.

iii) When you have a prior engagement or commitment.

If you have something important happening at a time that clashes with your rostered shifts, speak to your Store Manager **immediately**. You must give **at least 7 days’ notice**. If possible, your manager will try to make alternative arrangements so that you can meet your prior engagement or commitment.

MaxSurf will at all times try to accommodate your needs. However, you must be aware that a retail business operates in a way that does not allow for a great deal of flexibility in staff rostering. Therefore, we ask that you try to stick to your rostered shifts and hours. Always give **as much notice as possible** whenever changes need to be made.

Rosters work on a fortnightly basis. Store Managers will make sure that rosters are prepared **at least 2 weeks in advance**, and posted on the staff notice board in your store. If you are rostered on a shift that does not suit you, you must give your Store Manager **at least 7 days’ notice**, so that changes can be made where possible. Should an unexpected circumstance arise that results in you not being able to fulfil your rostered shifts speak to your Store Manager.

1b. Can I swap shifts with my workmates?

The simple answer is... Yes! However, you need to check with your Store Manager first, because swapping shifts can cause problem if an employee works over a certain number of hours per week. Some shifts (example Saturdays or Thursday evenings) may be at a higher rate of pay – so this should also be considered.

Never swap a shift without first checking with your Store Manager.
2. Anti-Discrimination Policy.

MaxSurf applies a non-discriminatory attitude to its business operations, including its dealings with customers and staff.

There are several laws that exist in Australia to protect an individual’s right to be treated in a fair and equitable manner. These laws mean that you cannot be discriminated against for:

- Sex
- Age
- Race
- Religion
- Pregnancy
- Sexual Preference
- Parental Status
- Marital Status

MaxSurf always tries to ensure that its employees are not being subjected to any type of discrimination in the workplace. Should you feel that discrimination is occurring (either to you personally or to a workmate or customer), please speak to your Store Manager as soon as possible.

While MaxSurf has an obligation to uphold the law and be non-discriminatory towards its staff and customers, you also have responsibilities as an employee. When dealing with customers, your workmates and any other person who does business with MaxSurf, always remember to uphold the Anti-Discrimination Policy at all times. You will be held responsible for your own actions.

Sexual Harassment is a serious issue, and falls into the area of Employee Relations covered by anti-discrimination legislation, as well as specific sexual harassment legislation. Sexual harassment includes unwanted attention from a workmate or customer, offensive literature such as magazines, posters etc being displayed in your workplace, and unwelcome touching or physical contact from your workmates or customers. If you ever feel that you are being sexually harassed, or see sexual harassment occurring at MaxSurf, please speak to your Store Manager immediately.

Sexual harassment in any form will not be tolerated, and will be dealt with to the full extent of the law.
3. **Equal Employment Opportunity Legislation.**

Equal Employment Opportunity (EEO) simply means that all employees have the right to be treated equally in all aspects of their job/s.

MaxSurf is an equal opportunity employer, and applies equal opportunity principles to every aspect of its business operations.

What does this mean to you? It means that in all areas of your employment (including recruitment, promotion, dismissal, transfer etc) you have the right to be treated in an equal manner. The EEO legislation makes it illegal for MaxSurf to discriminate against you on grounds such as sex (gender), race, religion, marital status, pregnancy, sexual preference or parental status.

If you ever feel that you are not being treated equally in relation to an employment issue, you should immediately speak with your Store Manager.

4. **Employment Conditions.**

MaxSurf operates under the standard retail award that applies in each state. Because awards differ from state to state, you should check with your Store Manager who will be able to provide you with a copy of the specific state award under which you are employed.

The award covers your basic rights such as:

- Rates of pay
- Leave entitlements
- Hours of work
- Retrenchment/Redundancy
- Sick leave entitlements
- Superannuation
- Allowances
- Dispute/grievance processes

You can access award information for your state by visiting your local government’s web site.

An extract from the award that applies in your state can be found at the end of this module... it can be a little complex to understand, so ask your Store Manager if you’re not sure about something. A copy of the full award is kept in the Store Manager’s office.

**Finally...**

Happy working conditions = happy staff. At MaxSurf, we will always try to act in your best interests. You can contribute to a comfortable working environment by always treating people with fairness and respect.

Remember, always speak to your Store Manager if you feel something is not right.
Extract from: Shop and Warehouse Award (Wholesale and Retail) (Western Australia)

This document contains summaries of the major provisions. The summaries must not be taken to be a definitive statement of what the award prescribes: they are provided only to assist understanding of the wage schedule. Full details of the provisions should be obtained from the award itself, which is available from State Law Publisher, and employer or employee organisations. Employers and employees should clearly note that the award does not deal with every aspect of the employment relationship. The award imposes minimum conditions in respect of such matters as wages, hours of work, holidays, sick leave, annual leave, notice etc. Section 114 of the Industrial Relations Act prohibits either party from contracting for less than the award except under a Workplace Agreement.

Classifications: There are four categories of employees in this award: Full time, Part time and Casual employees and Trainees. An employee's category depends entirely upon what basis he or she is employed. It does not depend upon the number of hours worked. There are restrictions on the employment of part time and casual employees and trainees and it is the employer's responsibility to decide on what basis an employee is to be engaged, to ensure that the employee is aware of the nature of his/her employment and to ensure that the restrictions on the engagement of part time or casual employees and trainees are not breached.

Part Time Workers: are employees engaged on a weekly basis and may work on any day, Monday to Saturday inclusive for a minimum of 12 hours per fortnight and a maximum of 64 ordinary hours per fortnight, to be worked on not more than 10 days in any one fortnight and for not less than 3 hours nor more than 9.5 hours on any one day (except a day of Late Night Trading when they may work up to 11 hours). Part time employees are paid an hourly rate and are entitled to paid annual leave, paid sick leave and paid public holidays in proportion to the number of ordinary hours worked each week.

Casual Workers: are employees engaged by the hour and shall not be engaged for less than 3 consecutive hours on any one day or for more than 30 ordinary hours in any one week. Provided that a casual may be engaged for 38 ordinary hours per week for a period not exceeding 4 consecutive weeks. Casual workers are paid on an hourly basis and do not receive paid annual leave, sick leave or paid public holidays. A casual worker may leave or be terminated at a moment's notice. A casual worker employed for a full day Monday to Friday receives a loading of 20% on the ordinary hourly rate for a full time (Group X) employee. A casual worker employed for less than a full day Monday to Friday receives a loading of 25% on the ordinary hourly rate prescribed for a full time (Group X) employee. Casual workers employed on a Saturday are paid the rates shown herein.

Full Time Workers: are employees engaged on a weekly basis for 38 ordinary hours each week and are paid a weekly salary which depends on whether ordinary hours are worked Monday to Friday only, Monday to 1.00pm Saturday or Monday to Saturday with the completion of ordinary hours after 1.00pm Saturday. For clarification in the presentation of this schedule those salaries have been classified as groups X, Y and Z. It is essential that employers note that a full time employee can work ordinary hours on only 5 days in any week or 10 days in any fortnight (depending on the roster). Any work performed on the 6th day of a weekly roster or the 11th & 12th days of a fortnightly roster is overtime, whether or not 38 (or 76 for the fortnightly roster) ordinary hours have been worked. Sunday is an overtime day for all employees and is not counted as ordinary hours.
GROUP X - An employee who works 38 ordinary hours Monday to Friday only.
GROUP Y - An employee who works 38 ordinary hours between Monday and 1 pm Saturday with a day off during the week.
GROUP Z - An employee who works 38 ordinary hours between Monday and Saturday with the completion of ordinary hours after 1 pm Saturday and a day off during the week.

Hours (Full Time Employees): An average of 38 per week to be worked on no more than 5 days per week or 10 days per fortnight, Monday to Saturday between the hours shown below and in accordance with one of the rosters shown below. Employees can work for up to 9.5 ordinary hours on any of these days. Provided that for General Retail Shops 11.5 ordinary hours may be worked on the night of late night trading with a reduction in the number of ordinary hours worked on one or more days in the cycle.

Spread of Hours: Mon - Fri Sat
General Retail Shops: 7.00am - 6.00pm* 7.00am - 6.00pm
Small Retail Shops: 6.00am - 11.30pm 6.00am - 11.30pm
Special Retail Shops: 7.00am - 6.00pm* 7.00am - 6.00pm
Pharmacies: 6.00am - 11.30pm 6.00am - 11.30pm
All Others: 6.30am - 6.00pm 7.00am - 5.00pm
*To 9.00pm on the night of Late Night Trading

Rosters: The employer shall post in a conspicuous place in each establishment a roster for all employees which shall be published 2 weeks in advance, contain the name of the worker, the days to be worked each cycle, the starting & finishing times of work each day and the meal interval and shall not be altered except because of the sickness or absence of a worker or by mutual agreement with the employee. Full time workers shall be employed on one of the following rosters:

1. Monday to Friday Only
2. Monday to Saturday (finishing not later than 1pm on the Sat.) one week and 4 days the following week with the 2nd Saturday off. The Friday before or the Monday after or after the Saturday off, shall also be a rostered day off. An employee may be required to work only one Late Night Trading night each 2 week period.
3. Tuesday to Saturday Only
4. Nine days per fortnight with alternate Saturdays and Late Night Trading nights off. The rostered days off shall be on the Thursdays & Fridays before the Saturday off or the Mondays & Tuesdays following the Saturdays off.
5. Four days per week, Wednesday to Saturday with both Late Night Trading nights being worked.

Note: Option 5 is only available at the specific written request of the employee. The roster limitations do not apply to Small Retail Shops.

Late Night Trading: An additional amount (shown on wage schedule) payable to all employees in General Retail Shops for work between 6.00pm and 9.00pm on the night of Late Night Trading. In addition, a meal allowance of $7.00 is payable to all employees required to work late night trading if they begin work at or before 1.00pm and conclude work after 7.00pm.
**Night Trading:** *(Other than General Retail Shops)* Employees in Small Retail Shops or Pharmacies receive a 20% loading on the ordinary hourly rate for all ordinary hours worked between 6.00pm and 11.30pm Monday through to Saturday. Casual employees also receive the loading (in addition to their ordinary casual rate). Employees working in Section 42 shops between 11.30pm and 7.00am Monday to Saturday receive a 30% loading on their ordinary hourly rate for each hour worked in those hours. Casual employees receive the extra 30% loading in addition to their normal casual loading.

**Sunday Hours:** These are paid at double time and counted as overtime hours.

**Overtime:** Overtime for all employees is calculated on the hourly rate applicable to the employee’s classification at any particular time (ie: 1/38 of Group X, Y or Z or the appropriate part time or casual rate) and is paid for as follows: For all hours in excess of 76 per fortnight, all hours on a Rostered Day Off, all hours before the usual starting time or after the usual finishing time, and all hours outside the spread of hours = time & one half for the first two hours and double time thereafter (except if overtime is on Sat after 12 noon when the overtime rate is double time). For all hours worked on Sundays overtime is paid at the rate of double time. Work on Public Holidays is paid at the rate of double time & one half. Overtime is calculated on a daily basis except for Small Retail Shops where it is calculated on a weekly basis. Note: paid time off in lieu of the payment of overtime may be arranged by mutual agreement between an employer and an employee, at the appropriate overtime rates (ie: 1.5 or 2.0 hours off for each hour of overtime as the case may be).

**Contract of Service:** An employer wishing to terminate the services of a full-time or part-time employee shall provide the following notice period:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

However a weekly hand who is employed for a period of 4 consecutive weeks or less, is deemed to be a casual worker and is paid accordingly. The provision does not apply if the employee is terminated for incompetence, refusal or neglect to obey orders or for misconduct, or if during a period of notice the worker does not carry out the duties in the same manner as he/she did prior to the notice being given. An employee wishing to terminate their services shall provide the following notice period:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Month</td>
<td>Moments notice</td>
</tr>
<tr>
<td>1-2 Months</td>
<td>1 Day</td>
</tr>
<tr>
<td>2 Months or More</td>
<td>1 Week</td>
</tr>
</tbody>
</table>
The employment of a casual employee may be terminated by the giving or receiving of 1 hours notice.

**Redundancy:** Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall provide the following amount of severance pay in respect of a continuous period of service.

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>2 weeks pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>5 years and over 10 weeks</td>
<td></td>
</tr>
</tbody>
</table>

**Sick Leave:** Full time and part time employees are entitled to paid sick leave if they are unable to attend or remain at work because of ill health or injury (other than illness or injury compensated under the Workers Compensation and Assistance Act) and if they have sufficient sick leave credits. Sick Leave credits accrue on weekly basis of 1.461 hours for every week of completed service. This accrues proportionately for part time employees based on the average number of hours worked each week. Sick leave credits accrue from year to year if not used.

The accrual rate of this entitlement is set out under the Minimum Conditions of Employment Act 1993.

**Annual Leave:** Full time and part time employees are entitled to 4 weeks paid annual leave (plus a loading of 17.5%) after each 12 months service. Annual leave accrues at the rate of 2.923 hours per week of service for a full time employee and on a proportionate basis for a part time employee.

The accrual rate of this entitlement is set out under the Minimum Conditions of Employment Act 1993.

**Public Holidays:** Public holidays are holidays without loss of pay for full time and part time employees (ie they count as time worked for the purposes of ordinary hours, overtime, rostered day off accrual and the 10 start per fortnight limitation). Another day off with pay may be taken in lieu of the gazetted public holiday by arrangement between the parties. A worker absent without leave on the day before or after a public holiday shall forfeit pay for the holiday and the day of absence, except if the absence is due to illness or injury. A fulltime or part time employee terminated by the employer for reasons other than misconduct, on the business day before a public holiday or holidays, is to be paid for the holidays. For each public holiday falling during an employee’s absence on annual leave (if it would otherwise be an ordinary working day), an additional day of leave shall be given.
Superannuation: Each employer on whom this award is binding MUST contribute an amount equal to 6% of ordinary weekly earnings to an approved fund of the employees choice, as prescribed in the amendments to the Industrial Relations Act 1979, effective 1 January 1998. If the employee specifies no particular fund the employer must contribute this amount into the Retail Employees Superannuation Trust in respect of eligible employees. Details of the scheme are available from the Shop Assistants Union, employer associations and the REST coordinator. Employees may also contribute to the scheme if they wish.

Note: To ensure full obligation of superannuation is complied with you may need to contact the Superannuation Guarantee Charge (SGC).

TRAINEES: The award provides for trainees to be engaged in accordance with the provisions of the Australian Traineeship Scheme. An employer cannot engage a trainee other than pursuant to the scheme. Details of the scheme and the requirements for engagement may be obtained from the Department of Training in your state.

Motor Vehicle Allowance: An employee required to use his/her own vehicle in the performance of his/her duties is paid a vehicle allowance as shown hereunder.

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Metro Area</th>
<th>S.W Land Division</th>
<th>North of 23.5 Parallel</th>
<th>Rest of State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1600 cc &amp; Under 1 600cc-2600cc</td>
<td>36.7 cents/km</td>
<td>37.7 cents/km</td>
<td>41.5 cents/km</td>
<td>38.8 cents/km</td>
</tr>
<tr>
<td>Over 2600 cc</td>
<td>42.2 cents/km</td>
<td>43.3 cents/km</td>
<td>47.7 cents/km</td>
<td>44.7 cents/km</td>
</tr>
<tr>
<td></td>
<td>47.2 cents/km</td>
<td>48.3 cents/km</td>
<td>53.0 cents/km</td>
<td>49.9 cents/km</td>
</tr>
</tbody>
</table>

Time and Wages Records: Award No. R32 of 1976 (Shop and Warehouse)

Clause 21

(1) Each employer bound by this award shall maintain a record containing the following information relating to each worker -
(a) the name and address given by the worker,
(b) the age of the worker if paid as a junior worker
(c) the classification of the worker and whether the worker is full-time, part-time or casual,
(d) the commencing and finishing times of each period of work each day,
(e) the number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period,
(f) the wages and any allowances paid to the worker each pay period and any deductions made therefrom.
(2) (a) At the time of payment of wages the worker may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) with respect to the pay period for which payment is being made.
(b) If a pay slip is not given to the worker as prescribed in paragraph (a) hereof the employer shall permit the worker to inspect the record either at the time of payment or at such other time as may be convenient to the employer. The employer shall not unreasonably withhold the record from inspection by the worker.
(3) (a) The record may be maintained in one or more parts depending on the system of recording used by the employer whether manual or mechanical provided that if the record is
maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.

(b) The record shall be kept in date order so that the inspections referred to in subclauses (2) and (4) of this clause may be made with respect to any period in the six years from 1st March 1984.

(c) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer of the obligations with respect to provisions contained elsewhere in this clause with the exception of those contained in paragraph (b) of this subclause.

(d) Subject to this clause the record shall be available for inspection by a duly authorised official of the union during the normal hours of business of the employer, but excepting any time when the employer or his employees who are required to maintain the record may be absent.

(e) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.

(4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his agent may fix a mutually convenient time for the inspection to take place.

(b) If a mutually convenient time cannot be fixed, the union official may advise the employer in writing that he requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he requires to inspect.

(c) Within 10 days of the receipt of such advice:

(i) Employers who normally keep the record at a place more than 35 kilometres from the G.P.O. shall send a copy of that part of the record specified to the office of the union; and,

(ii) Employers who normally keep the record at a place less than 35 kilometres from the G.P.O. shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the employer shall within three days send a copy of that part of the record specified to the office of the union.

(d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Industrial Commission for direction. An application to the Industrial Commission made by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.

(e) The Roster referred to in clause 10. - Display of Rosters shall be available for inspection by a duly authorised representative of the union during normal trading hours.

As from the 17 October 1997 the Industrial Relations Act 1979 has been amended to include the following provisions which deal with the way time and wage records are maintained and the rules relating to inspection of these records:

Maintenance of records:

- Details are to be made in English on a separate page for each employee in a bound or loose-leaf book kept for that purpose.

- Any particulars entered in the time and wage records by a mechanical or electronic device must remain in the form in which they were originally recorded or stored and be capable of being reproduced in written form in the English language.

- The record for each pay period for each employee is easily identifiable.

- The record entry for each employee is such that compliance with the relevant award, order or industrial agreement can be readily ascertained.

- Any alteration to the records must be annotated to identify the nature of the alteration; who made the alteration and when it was made.
Inspection of records:

- Inspection powers can only be exercised by an authorised union representative, in accordance with the organisation's rules.
- The union representative must give an employer at least 24 hours notice of his or her intention to inspect the records.
- An employer may refuse a union representative access to the time and wage records if the employer believes that such access would infringe the privacy of non-union members and the employer undertakes to produce the time and wages records to an Industrial Inspector within 48 hours.

A union representative may within 48 hours of requiring and being refused access to time and wage records, notify an Industrial Inspector of the refusal and provide the name(s) of the member(s) for which extracts from records are required, the name, address and telephone number of the employer of the member(s) and the specific employment period for which records are required. A declaration from the union representative that he or she is authorised to inspect time and wage records and that the person specified in the notice as a member, is to the best of the representative's knowledge a financial member of the union at that time, must also be provided to the Industrial Inspector.

end of document.