

**COMPARISON DOCUMENT – General Retail Industry Award 2010/ Plain Language Exposure Draft – General Retail Industry Award 2017**

This comparison document follows the sequence of the Plain Language Exposure Draft (5 July 2017) (2<sup>nd</sup> column).

This comparison contains plain language award specific clauses. Plain language versions of standard provisions are subject to broader consultation. The plain language drafts of these clauses are not reproduced in this comparison document.

Schedule A—Classification Definitions is the only schedule that has been reproduced in this comparison document.

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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>General Retail Industry Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p><b>2.3</b> This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</li> <li>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</li> </ul>	<p><b>Part 1—Application and Operation of this award</b></p> <p><b>1. Title and commencement</b></p> <p>1.1 This is the General Retail Industry Award [2017].</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by this award.</p> <p>1.4 On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>Note: transitional arrangements have been removed — obsolete</i></p>

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<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>community pharmacy</b> means any business conducted by the employer in premises:</p> <p>(i) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or</p> <p>(ii) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies;</p> <p>and</p> <ul style="list-style-type: none"> <li>• that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and</li> <li>• where other goods may be sold by retail</li> </ul> <p><b>default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>Division 2B State award</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>Division 2B State employment agreement</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>enterprise award-based instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>fast food operations</b> means taking orders for and/or preparation and/or sale and/or delivery of:</p> <ul style="list-style-type: none"> <li>• meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale; and/or</li> <li>• take away foods and beverages packaged sold or served in such a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide; and/or</li> </ul>	<p><b>2. Definitions</b></p> <p>In this award:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth).</p> <p><b>adult apprentice</b> means an apprentice who is 21 years of age or over at the start of their apprenticeship.</p> <p><b>adult employee</b> means an employee who is 21 years of age or over.</p> <p><b>community pharmacy</b> means a business to which all of the following apply:</p> <p>(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</p> <p>(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</p> <p>(c) the business is not owned by a hospital or other public institution, or operated by government.</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).</p> <p><b>employee</b> means a national system employee as defined by section 13 of the Act.</p> <p><b>employer</b> means a national system employer as defined by section 14 of the Act.</p> <p><b>enterprise instrument</b> has the meaning given by subitem 2(1) of Schedule 6 to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).</p> <p><b>Fair Work Regulations</b> means the <i>Fair Work Regulations 2009</i> (Cth).</p> <p><b>fast food operations</b> means taking orders for, preparing, selling or delivering any of the following (or doing any combination of 2 or more of those things):</p> <p>(a) food or beverages sold primarily for consumption away from the point of sale; or</p> <p>(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</p> <p>(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.</p> <p><b>general retail industry</b> means the retail sale or hire of goods or services for personal, household or business consumption including:</p> <p>(a) clothing; and</p> <p>(b) food; and</p> <p>(c) furniture and household goods; and</p> <p>(d) personal and recreational goods; and</p> <p>(e) bakery shops at which the predominant activity is baking products for sale on the premises; and</p>

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<ul style="list-style-type: none"> <li>• food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment</li> </ul> <p><b>general retail industry</b> means the sale or hire of goods or services to final consumers for personal, household or business consumption including:</p> <ul style="list-style-type: none"> <li>• food retailing, supermarkets, grocery stores;</li> <li>• department stores, clothing and soft goods retailing;</li> <li>• furniture, houseware and appliance retailing;</li> <li>• recreational goods retailing;</li> <li>• personal and household goods retailing;</li> <li>• household equipment repair services;</li> <li>• bakery shops, where the predominant activity is baking products for sale on the premises;</li> </ul> <p>and includes:</p> <ul style="list-style-type: none"> <li>• customer information and assistance provided by shopping centres or retail complexes;</li> <li>• labour hire employees engaged to perform work otherwise covered by this award; and</li> <li>• newspaper delivery drivers employed by a newsagent,</li> </ul> <p>but does not include:</p> <ul style="list-style-type: none"> <li>• community pharmacies;</li> <li>• pharmacies in hospitals and institutions providing an in-patient service;</li> <li>• hair and beauty establishments;</li> <li>• hair and beauty work undertaken in the theatrical, amusement and entertainment industries;</li> <li>• stand-alone butcher shops;</li> <li>• stand-alone nurseries;</li> <li>• retail activities conducted from a manufacturing or processing establishment other than seafood processing establishment;</li> <li>• clerical functions performed away from the retail establishment;</li> <li>• warehousing and distribution;</li> <li>• motor vehicle retailing and motor vehicle fuel and parts retailing;</li> <li>• fast food operations;</li> <li>• restaurants, cafes, hotels and motels; or</li> <li>• building, construction, installation, repair and maintenance contractors engaged to perform work at a retail establishment</li> </ul>	<ul style="list-style-type: none"> <li>(f) the provision of repair services for household equipment; and</li> <li>(g) the provision of customer information or assistance at retail complexes; and</li> <li>(h) the delivery of newspapers by employees of a newsagent,</li> </ul> <p>but excluding the following that are covered by other awards:</p> <ul style="list-style-type: none"> <li>(i) the retail sale or hire of goods or services by any of the following: <ul style="list-style-type: none"> <li>(i) community pharmacies; or</li> <li>(ii) pharmacies in hospitals or other institutions providing an in-patient service; or</li> <li>(iii) hair and beauty establishments; or</li> <li>(iv) stand-alone butcher shops; or</li> <li>(v) stand-alone nurseries; or</li> <li>(vi) manufacturing or processing establishments other than seafood processing establishments; and</li> </ul> </li> <li>(j) hair and beauty work undertaken in the theatrical, amusement or entertainment industries; and</li> <li>(k) clerical functions performed away from a retail establishment; and</li> <li>(l) warehousing and distribution; and</li> <li>(m) motor vehicle retailing and motor vehicle fuel and parts retailing; and</li> <li>(n) restaurants, cafes, hotels, motels or fast food operations; and</li> <li>(o) building, construction, installation, repair or maintenance contractors engaged to perform work at a retail establishment.</li> </ul> <p><b>junior employee</b> means an employee who is less than 21 years of age.</p> <p><b>long term casual employee</b> has the meaning given by section 12 of the Act.</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).</p> <p><b>National Employment Standards</b>, see Part 2-2 of the Act. Divisions 3 to 12 of Part 2-2 of the Act constitute the <i>National Employment Standards</i>. An extract of section 61 of the Act is reproduced below.</p> <p>The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:</p> <ul style="list-style-type: none"> <li>(a) maximum weekly hours (Division 3);</li> <li>(b) requests for flexible working arrangements (Division 4);</li> <li>(c) parental leave and related entitlements (Division 5);</li> <li>(d) annual leave (Division 6);</li> <li>(e) personal/carer's leave and compassionate leave (Division 7);</li> <li>(f) community service leave (Division 8);</li> <li>(g) long service leave (Division 9);</li> </ul>

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<p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p><b>Shop with Departments/Sections</b> means any shop which has clearly distinguishable Departments or Sections. A department or Section will have a dedicated Department or Section Manager and at least 3 subordinate employees who work solely or predominantly in that section</p> <p><b>standard rate</b> means the minimum weekly wage for a Retail Employee Level 4 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to <b>standard rate</b> means 1/38th of the weekly wage referred to above</p> <p><b>transitional minimum wage instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>video shop</b> means any business conducted by the employer in premises where the primary function is the hire of videos, DVDs or electronic games to the public</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>(h) public holidays (Division 10);</p> <p>(i) notice of termination and redundancy pay (Division 11);</p> <p>(j) Fair Work Information Statement (Division 12).</p> <p><b>on-hire</b> 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.</p> <p><b>rostered day off</b> means a continuous 24 hour period between the end of the last ordinary shift, and the start of the next ordinary shift, on which an employee is rostered for duty.</p> <p><b>shiftworker</b> means an employee to whom Part 6—Shiftwork applies.</p> <p><b>shop with departments or sections</b> means a shop that has a clearly distinguishable department or section staffed by a manager and at least 3 other employees who work solely or predominantly in that department or section.</p> <p><b>standard hourly rate</b> means the minimum hourly rate for a Retail Employee Level 4 in <b>Table 3—Minimum rates</b>.</p> <p><b>standard weekly rate</b> means the minimum weekly rate for a Retail Employee Level 4 in <b>Table 3—Minimum rates</b>.</p> <p><b>State reference public sector modern award</b> has the meaning given by subitem 3(2) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>State reference public sector transitional award</b> has the meaning given by subitem 2(1) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>Table 1—Facilitative provisions</b> means the Table in clause 7.2.</p> <p><b>Table 2—Entitlements to meal and rest break(s)</b> means the Table in clause 16.2.</p> <p><b>Table 3—Minimum rates</b> means the Table in clause 18.1.</p> <p><b>Table 4—Junior rates</b> means the Table in clause 18.2.</p> <p><b>Table 5—4 year apprentice minimum rates (pre-January 2014 start)</b> means the Table in clause 18.3(a).</p> <p><b>Table 6—4 year apprentice minimum rates (start January 2014 or later)</b> means the Table in clause 18.3(b).</p> <p><b>Table 7—3 year apprentice minimum rates (pre-January 2014 start)</b> means the Table in clause 18.3(c).</p> <p><b>Table 8—3 year apprentice minimum rates (start January 2014 or later)</b> means the Table in clause 18.3(d).</p> <p><b>Table 9—Overtime rates</b> means the Table in clause 25.2.</p> <p><b>Table 10—Penalty rates</b> means the Table in clause 26.2.</p> <p><b>video shop</b> means a business the primary function of which is the hire to the public of videos, DVDs or electronic games.</p>

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<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award combine to contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>3.3</b> 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.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the general retail industry and their employees in the classifications listed in clause 16—Classifications to the exclusion of any other modern award. The award does not cover employers covered by the following awards:</p> <ul style="list-style-type: none"> <li>• the <i>Fast Food Industry Award 2010</i>;</li> <li>• the <i>Meat Industry Award 2010</i>;</li> <li>• the <i>Hair and Beauty Industry Award 2010</i>; or</li> <li>• the <i>Pharmacy Industry Award 2010</i>.</li> </ul> <p><b>4.2</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.4</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.5</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.6</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.7</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers, to the exclusion of any other modern award:</p> <ul style="list-style-type: none"> <li>(a) employers in the general retail industry throughout Australia; and</li> <li>(b) employees (with a classification defined in defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).</li> </ul> <p><b>4.2</b> This industry award also covers:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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) and the group training employers of those apprentices or trainees.</li> </ul> <p><b>4.3</b> However, this industry award does not cover any of the following:</p> <ul style="list-style-type: none"> <li>(a) employees excluded from award coverage by the Act; or NOTE: See section 143(7) of the Act.</li> <li>(b) employees covered by a modern enterprise award or an enterprise instrument or their employers; or</li> <li>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award or their employers; or</li> <li>(d) employers covered by any of the following awards: <ul style="list-style-type: none"> <li>(i) the <i>Fast Food Industry Award 2010</i>; or</li> <li>(ii) the <i>Meat Industry Award 2010</i>; or</li> <li>(iii) the <i>Hair and Beauty Industry Award 2010</i>; or</li> <li>(iv) the <i>Pharmacy Industry Award 2010</i>.</li> </ul> </li> </ul> <p><b>4.4</b> 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.</p> <p>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.</p>

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	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation of 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.</p>																																										
<p><b>7. Award flexibility</b></p> <p><i>Standard clause - provision has not been reproduced here</i></p>	<p><b>6. Individual flexibility arrangements</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212</p>																																										
<p><i>No provision in current award</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> 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.</p> <p><b>7.2</b> The following clauses have facilitative provisions:</p> <p><b>Table 1—Facilitative provisions</b></p> <table border="1" data-bbox="1605 831 2620 1839"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>15.6(g)(v)</td> <td>Length of work cycle</td> <td>an individual employee</td> </tr> <tr> <td>15.7(b)</td> <td>Rosters—length of shift</td> <td>an individual employee</td> </tr> <tr> <td>15.7(f)</td> <td>Rosters—number of days in work cycle</td> <td>an individual employee</td> </tr> <tr> <td>15.7(h)</td> <td>Rosters—minimum consecutive days off</td> <td>an individual employee</td> </tr> <tr> <td>15.8(a)</td> <td>Substitution of rostered days off</td> <td>the majority of employees</td> </tr> <tr> <td>15.9(a)</td> <td>Banking of rostered days off</td> <td>an individual employee</td> </tr> <tr> <td>15.10(b)</td> <td>Employees regularly working Sundays</td> <td>an individual employee</td> </tr> <tr> <td>16.6(d)</td> <td>Breaks between work periods</td> <td>an individual employee or a group of employees</td> </tr> <tr> <td>25.3</td> <td>Time off instead of payment for overtime</td> <td>an individual employee</td> </tr> <tr> <td>26.3</td> <td>Additional provisions for work on public holidays</td> <td>an individual employee</td> </tr> <tr> <td>32.8</td> <td>Annual leave in advance</td> <td>an individual employee</td> </tr> <tr> <td>32.9</td> <td>Cashing out of annual leave</td> <td>an individual employee</td> </tr> <tr> <td>36.2</td> <td>Substitution of public holidays by agreement</td> <td>the majority of employees</td> </tr> </tbody> </table> <p><b>7.3</b> The agreement must be kept by the employer as a time and wages record.</p>	Clause	Provision	Agreement between an employer and:	15.6(g)(v)	Length of work cycle	an individual employee	15.7(b)	Rosters—length of shift	an individual employee	15.7(f)	Rosters—number of days in work cycle	an individual employee	15.7(h)	Rosters—minimum consecutive days off	an individual employee	15.8(a)	Substitution of rostered days off	the majority of employees	15.9(a)	Banking of rostered days off	an individual employee	15.10(b)	Employees regularly working Sundays	an individual employee	16.6(d)	Breaks between work periods	an individual employee or a group of employees	25.3	Time off instead of payment for overtime	an individual employee	26.3	Additional provisions for work on public holidays	an individual employee	32.8	Annual leave in advance	an individual employee	32.9	Cashing out of annual leave	an individual employee	36.2	Substitution of public holidays by agreement	the majority of employees
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<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Employment categories</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>• full-time employees;</li> <li>• part-time employees; or</li> <li>• casual employees.</li> </ul> <p><b>10.2</b> At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> An employee covered by this award must be one of the following:</p> <ul style="list-style-type: none"> <li>(a) a full-time employee; or</li> <li>(b) a part-time employee; or</li> <li>(c) a casual employee.</li> </ul> <p><b>8.2</b> 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.</p> <p><b>8.3 Moving between types of employment</b></p> <ul style="list-style-type: none"> <li>(a) A full-time or casual employee can only become a part-time employee with the employee’s written consent.</li> <li>(b) Moving to part-time employment does not affect the continuity of any leave entitlements.</li> <li>(c) A full-time employee: <ul style="list-style-type: none"> <li>(i) may request to become a part-time employee; and</li> <li>(ii) may return to full-time employment at a date agreed in writing with the employer.</li> </ul> </li> </ul>
<p><b>11. Full-time employees</b></p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week.</p>	<p><b>9. Full-time employment</b></p> <p>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.</p> <p>NOTE: The hours of work arrangement is agreed between the employer and the employee. See clause 15.6 (Ordinary hours of work).</p>
<p><b>12. Part-time employees</b></p> <p><b>12.1</b> A part-time employee is an employee who:</p> <ul style="list-style-type: none"> <li>(a) works less than 38 hours per week; and</li> <li>(b) has reasonably predictable hours of work.</li> </ul> <p><b>12.2</b> At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <ul style="list-style-type: none"> <li>• the hours worked each day;</li> <li>• which days of the week the employee will work;</li> <li>• the actual starting and finishing times of each day;</li> <li>• that any variation will be in writing;</li> <li>• minimum daily engagement is three hours; and</li> <li>• the times of taking and the duration of meal breaks.</li> </ul>	<p><b>10. Part-time employment</b></p> <div style="background-color: #d9ead3; border: 1px solid black; padding: 2px; margin-bottom: 10px;"> Part-time employment provisions may be affected by AM2014/196 </div> <p><b>10.1</b> An employee who is engaged to work for fewer than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable is a part-time employee.</p> <p><b>10.2</b> An employer may employ part-time employees with any classification defined in Schedule A—Classification Definitions.</p> <p><b>10.3</b> 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.</p> <p><b>10.4</b> A part-time employee is entitled to payments in respect of annual leave and personal/carer’s leave on a proportionate basis.</p> <p><b>10.5</b> At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:</p> <ul style="list-style-type: none"> <li>(a) the number of hours to be worked each day; and</li> <li>(b) the days of the week on which the employee will work; and</li> </ul>

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<p><b>12.3</b> Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.</p> <p><b>12.4</b> The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p><b>12.5</b> An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p><b>12.6</b> An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.</p> <p><b>12.7</b> A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 29.2—Overtime.</p> <p><b>12.8 Rosters</b></p> <p>(a) A part-time employee’s roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee.</p> <p>(b) The rostered hours of part-time employees may be altered at any time by mutual agreement between the employer and the employee.</p> <p>(c) Rosters will not be changed except as provided in clause 12.8(a) from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p> <p><b>12.9 Award entitlements</b></p> <p>Standard clause – not reproduced here</p> <p><b>12.10 Conversion of existing employees</b></p> <p>No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing</p>	<p>(c) the times at which the employee will start and finish work each day; and</p> <p>(d) when meal breaks may be taken and their duration.</p> <p><b>10.6</b> Any agreement under clause 10.5 must state that any variation agreed by the employer and the employee to any of the matters mentioned in clause 10.5(a) to 10.5(d) must be in writing and may be of a temporary or permanent nature.</p> <p><b>10.7</b> The employer must keep a copy of any agreement under clause 10.5, and any variation of it, and give another copy to the employee.</p> <p><b>10.8</b> For each hour worked in excess of the number of ordinary hours agreed under clause 10.5, the part-time employee must be paid at the overtime rate specified in <b>Table 9—Overtime rates</b>.</p> <p><b>10.9</b> An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.</p> <p><b>10.10</b> The roster of a part-time employee, but not the number of hours agreed under clause 10.5, may be changed by the employer giving the employee 7 days, or in an emergency 48 hours, written notice of the change.</p> <p><b>10.11</b> The roster of a part-time employee, including the number of hours agreed under clause 10.5, may be changed at any time by the employer and employee by mutual agreement.</p> <p><b>10.12</b> However, the roster of a part-time employee must not be changed:</p> <p>(a) from pay period to pay period; or</p> <p>(b) so as to avoid any award entitlement.</p> <p>NOTE: See clause 31—Rostering restrictions for the rosters of shiftworkers.</p>
<p><b>13. Casual employees</b></p> <p><b>13.1</b> A casual employee is an employee engaged as such.</p> <p><b>13.2</b> A casual employee will be paid both the hourly rate payable to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p><b>13.3</b> Casual employees will be paid at the termination of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.</p> <p><b>13.4</b> The minimum daily engagement of a casual is three hours, provided that the minimum engagement period for an employee will be one hour and 30 minutes if all of the following circumstances apply:</p> <p>(a) the employee is a full-time secondary school student; and</p> <p>(b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and</p> <p>(c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and</p> <p>(d) employment for a longer period than the period of the engagement is not possible either because of the</p>	<p><b>11. Casual employment</b></p> <p>Casual employment provisions may be affected by AM2014/197</p> <p><b>11.1</b> An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.</p> <p><b>11.2</b> An employer must pay a casual employee for each ordinary hour worked a loading of <b>25%</b> on top of the minimum hourly rate otherwise applicable under clause 18—Minimum rates.</p> <p>NOTE: 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.</p> <p><b>11.3</b> An employer must pay a casual employee for a minimum of 3 hours’ work, or 1.5 hours’ work in the circumstances set out in clause 11.4, on each occasion on which the casual employee is rostered to attend work even if the employee works for a shorter time.</p> <p><b>11.4</b> The circumstances are:</p> <p>(a) the employee is a full-time secondary school student; and</p>

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operational requirements of the employer or the unavailability of the employee.	<p>(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</p> <p>(c) the employee, with the approval of the employee’s parent or guardian, agrees to work for fewer than 3 hours; and</p> <p>(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.</p> <p><b>11.5</b> An employer must pay a casual employee at the end of each engagement unless the employer and the employee have agreed that the pay period of the employee is either weekly or fortnightly.</p>
<p><b>19.4 Apprentice conditions of employment</b></p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>(b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 19.4(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(d) The amount payable by an employer under clause 19.4(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(f) An employer may meet its obligations under clause 19.4(e) by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>(g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.</p> <p>(i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>	<p><b>12. Apprentices</b></p> <p><b>12.1</b> An employer may engage apprentices.</p> <p><b>12.2</b> Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged.</p> <p><b>12.3</b> 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.</p> <p><b>12.4</b> An employer must pay an apprentice in accordance with clause 18.3—Apprentice rates or, for an adult apprentice, 18.4—Adult apprentices.</p> <p><b>12.5</b> 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.</p> <p><b>12.6 Training</b></p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The employer must make any reimbursement required under paragraph (c) by whichever of the following is the later:</p> <p>(i) 6 months after the start of the apprenticeship; or</p> <p>(ii) 6 months after the relevant stage of the apprenticeship; or</p> <p>(iii) 3 months after the start of the training provided by the RTO.</p> <p>(e) Reimbursement under paragraph (c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.</p> <p><b>12.7 Block release training</b></p> <p>(a) Clause 12.7 applies to an apprentice who is required to attend block release training in accordance with their training contract.</p>

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<p>....</p> <p><b>26. School-based Apprentices</b></p> <p>School-based apprentice arrangements are contained in Schedule E of this award.</p>	<ul style="list-style-type: none"> <li>(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.</li> <li>(c) The employer is not obliged to pay costs under paragraph (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.</li> <li>(d) Reasonable travel costs in paragraph (b) include: <ul style="list-style-type: none"> <li>(i) the total cost of reasonable transportation (including transportation of tools, where required) to and from the training; and</li> <li>(ii) accommodation costs; and</li> <li>(iii) reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace.</li> </ul> </li> <li>(e) Reasonable costs in paragraph (b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training.</li> <li>(f) The amount an employer must pay under paragraph (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.</li> <li>(g) The employer may only make a reduction under paragraph (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.</li> </ul>
	<p><b>13. Junior employees</b></p> <p>NOTE: Junior employee is defined in clause 2—Definitions.</p> <p><b>13.1</b> An employer may engage junior employees.</p> <p><b>13.2</b> An employer must pay a junior employee in accordance with <b>Table 4—Junior rates</b>.</p> <p><b>13.3</b> An employer may at any time demand that a junior employee produce a birth certificate or other satisfactory proof of age. If the employer demands a birth certificate, the employer must pay the cost of obtaining the certificate.</p>
<p><b>Part 4—Classifications and Wage Rates</b></p> <p><b>16. Classifications</b></p> <p><b>16.1</b> All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p><b>16.2</b> The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p><b>14. Classifications</b></p> <p><b>14.1</b> An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.</p> <p><b>14.2</b> The classification by the employer must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.</p> <p><b>14.3</b> Employers must notify employees in writing of their classification and of any change to it.</p>
<p><b>Part 5—Ordinary Hours of Work</b></p> <p><b>27. Hours of work</b></p> <p><b>27.1</b> This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>15. Ordinary hours of work</b></p> <p><b>15.1</b> Ordinary hours may be worked:</p> <ul style="list-style-type: none"> <li>(a) on a Monday to Friday between 7.00 am and 9.00 pm; and</li> </ul>

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<p><b>27.2 Ordinary hours</b></p> <p>(a) Except as provided in clause 27.2(b), ordinary hours may be worked, within the following spread of hours:</p> <table border="1" data-bbox="314 331 1098 594"> <thead> <tr> <th>Days</th> <th>Spread of hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Friday, inclusive</td> <td>7.00 am–9.00 pm</td> </tr> <tr> <td>Saturday</td> <td>7.00 am–6.00 pm</td> </tr> <tr> <td>Sunday</td> <td>9.00 am–6.00 pm</td> </tr> </tbody> </table> <p>(b) Provided that:</p> <p>(i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am;</p> <p>(ii) the finishing time for ordinary hours for video shops may be until 12 midnight; and</p> <p>(iii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00 pm.</p> <p>(c) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p> <p><b>27.3 Maximum ordinary hours on a day</b></p> <p>(a) An employee may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week an employee can be rostered for 11 hours.</p>	Days	Spread 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	<p>(b) on a Saturday between 7.00 am and 6.00 pm; and</p> <p>(c) on a Sunday between 9.00 am and 6.00 pm.</p> <p><b>15.2</b> However, ordinary hours may be worked:</p> <p>(a) from 5:00 am in a newsagency; or</p> <p>(b) until midnight in a video shop; or</p> <p>(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.</p> <p><b>15.3</b> Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 16—Breaks.</p> <p><b>15.4</b> Subject to clause 15.5, the maximum number of ordinary hours that can be worked on any day is 9.</p> <p><b>15.5</b> An employer may roster an employee to work up to 11 ordinary hours on one day per week.</p>
Days	Spread 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								
<p><b>28. 38 hour week rosters</b></p> <p><b>28.1</b> A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:</p> <p>(a) 38 hours in one week;</p> <p>(b) 76 hours in two consecutive weeks;</p> <p>(c) 114 hours in three consecutive weeks; or</p> <p>(d) 152 hours in four consecutive weeks.</p> <p><b>28.2</b> The 38 hour week may be worked in any one of the following methods:</p> <p>(a) shorter days, that is 7.6 hours;</p> <p>(b) a shorter day or days each working week;</p> <p>(c) a shorter fortnight, i.e. four hours off in addition to the rostered day off;</p> <p>(d) a fixed day off in a four week cycle;</p> <p>(e) a rotating day off in a four week cycle;</p> <p>(f) an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles.</p>	<p><b>15.6 Full-time employees</b></p> <p>(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.</p> <p>(b) Either the employer or the employee may initiate the making of an assessment.</p> <p>(c) An assessment cannot be made more frequently than once per year.</p> <p>(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.</p> <p>(e) Different groups of employees may be subject to different arrangements.</p> <p>(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 paragraph (g) and may adopt any of the options mentioned in paragraph (h) for working the average of 38 hours per week.</p> <p>(g) The ways are:</p> <p>(i) working 38 hours per week; or</p> <p>(ii) working 76 hours over 2 consecutive weeks; or</p> <p>(iii) working 114 hours over 3 consecutive weeks; or</p>								

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<p><b>28.3</b> In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. An assessment may be initiated by either the employer or employees not more than once a year.</p> <p><b>28.4</b> Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.</p> <p><b>28.5</b> In retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.</p> <p><b>28.6</b> Where specific agreement exists between an employer and employee, the employee may be worked on the basis of:</p> <p>(a) not more than 4 hours' work on one day in each two week cycle;</p> <p>(b) not more than 6 hours' work on one day in each week;</p> <p>(c) not more than 7.6 hours' work on any day.</p>	<p>(iv) working 152 hours over 4 consecutive weeks; or</p> <p>(v) working an average of 38 hours per week over a longer period agreed between the employer and the employee.</p> <p>(h) The options are:</p> <p>(i) working 5 days of 7 hours and 36 minutes each per week; or</p> <p>(ii) working days of varying length per week; or</p> <p>(iii) taking 4 hours off per fortnight in addition to the rostered day off; or</p> <p>(iv) taking a fixed day off per 4 week cycle; or</p> <p>(v) taking a rotating day off per 4 week cycle; or</p> <p>(vi) having an accumulating day off per 4 week cycle with a maximum of 5 days being accumulated over 5 such cycles.</p>
<p><b>28.11 Consecutive days off</b></p> <p>(a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> <p><b>28.12</b> Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p>	<p><b>15.7 Rosters (Full-time and part-time employees)</b></p> <p>(a) A roster period cannot exceed 4 weeks except by agreement in clause 15.6(g)(v).</p> <p>(b) By agreement between the employer and an individual employee, the employee may be rostered to work:</p> <p>(i) not more than 4 hours on one day per 2 week cycle; or</p> <p>(ii) not more than 6 hours on one day per week; or</p> <p>(iii) not more than 7 hours and 36 minutes on any day.</p> <p>(c) Except as provided by paragraph (d), the employer must not roster an employee to work ordinary hours on more than 5 days per week.</p> <p>(d) The employer may roster an employee to work ordinary hours on 6 days in one week if the employee is rostered to work no more than 4 days in the following week.</p> <p>(e) 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.</p> <p>(f) Paragraph (e) is subject to any agreement to the contrary between the employer and an individual employee.</p> <p>(g) 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.</p> <p>(h) Paragraph (g) is subject to any agreement for different arrangements entered into between the employer and an individual employee at the written request of the employee.</p> <p>(i) Different arrangements agreed under paragraph (h) must be recorded in the time and wages record.</p> <p>(j) The employee may end an agreement under paragraph (h) at any time by giving the employer 4 weeks' notice.</p> <p>(k) An employee cannot be required as a condition of employment to agree to an arrangement under paragraph (h).</p>

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	<p>(l) The maximum number of consecutive days on which an employee may be scheduled to work (whether ordinary hours or overtime) is 6.</p>
<p><b>28.7 Substitute rostered days off (RDOs)</b></p> <p>(a) An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.</p> <p>(b) By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.</p>	<p><b>15.8 Substitution of rostered days off</b></p> <p>(a) 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:</p> <p>(i) a machinery breakdown; or</p> <p>(ii) an electrical power shortage or breakdown; or</p> <p>(iii) an unexpected spike in the work required to be performed by the business; or</p> <p>(iv) another emergency situation.</p> <p>(b) A rostered day off may be changed by the employer and an employee by mutual agreement.</p>
<p><b>28.8 Accumulation of RDOs</b></p> <p>By agreement between the employer and an employee, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.</p> <p><b>28.9</b> A roster period cannot exceed four weeks.</p> <p><b>28.10</b> Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p>	<p><b>15.9 Banking of rostered days off</b></p> <p>(a) By agreement between the employer and an employee, up to 5 rostered days off may be banked in any one year.</p> <p>(b) A banked rostered day off may be taken at a time that is mutually convenient to the employer and the employee.</p>
<p><b>28.13 Employees regularly working Sundays</b></p> <p>(a) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p>	<p><b>15.10 Employees regularly working Sundays</b></p> <p>(a) Unless otherwise agreed between the employer and the employee, 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.</p> <p>(b) An agreement under paragraph (a) may only be entered into at the written request of the employee.</p> <p>(c) Different arrangements agreed under paragraph (a) must be recorded in the time and wages record.</p> <p>(d) The employee may end an agreement under paragraph (a) at any time by giving the employer 4 weeks' notice.</p> <p>(e) An employee cannot be required as a condition of employment to agree to an arrangement under paragraph (a).</p>
<p><b>28.14 Notification of rosters</b></p> <p>(a) The employer will exhibit staff rosters on a notice board, which will show for each employee:</p> <p>(i) the number of ordinary hours to be worked each week;</p> <p>(ii) the days of the week on which work is to be performed; and</p> <p>(iii) the commencing and ceasing time of work for each day of the week.</p> <p>(b) The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person.</p>	<p><b>15.11 Notification of rosters</b></p> <p>(a) The employer must ensure that the work roster is available to all employees, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p> <p>(b) The roster must show for each employee:</p> <p>(i) the number of ordinary hours to be worked by them each week; and</p> <p>(ii) the days of the week on which they will work; and</p> <p>(iii) the times at which they start and finish work.</p>

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<p>(c) Due to unexpected operational requirements, an employee’s roster for a given day may be changed by mutual agreement with the employee prior to the employee arriving for work.</p> <p>(d) Any permanent roster change will be provided to the employee in writing with a minimum seven days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter in accordance with clause 9—Dispute resolution, of this award.</p> <p>(e) Where an employee’s roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay.</p> <p>(f) An employee’s roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p>	<p>(c) The employer must retain a copy of each completed roster for at least 12 months and produce it, on request, for inspection by an authorised person.</p> <p>(d) Due to unexpected operational requirements, the roster of an employee may be changed by mutual agreement by the employer and employee at any time before the employee arrives for work.</p> <p>(e) The roster of an employee may be changed at any time by the employer giving the employee at least 7 days’ written notice of the change. If the employee objects to the change before it takes effect, the employer must give them at least 14 days’ written notice of the change.</p> <p>NOTE: The employer and employee may seek to resolve a dispute about a roster change in accordance with clause 39—Dispute resolution.</p> <p>(f) Paragraph (g) applies to an employee whose roster is changed in accordance with clause 15.11—Notification of rosters in a particular week for a one-off event not constituting an emergency and then reverts to the previous roster in the following week.</p> <p>(g) The employer must pay the employee at the overtime rate specified in <b>Table 9—Overtime rates</b> for any extra time worked by the employee because of the roster change.</p> <p>NOTE: See clause 31—Rostering restrictions for the rosters of shiftworkers.</p>																												
<p><b>31. Breaks</b></p> <p><b>31.1 Breaks during work periods</b></p> <p>(a) Breaks will be given as follows:</p> <table border="1" data-bbox="311 1010 1294 1814"> <thead> <tr> <th>Hours worked</th> <th>Rest break</th> <th>Meal break</th> </tr> </thead> <tbody> <tr> <td>Work less than 4 hours</td> <td>No rest break</td> <td>No meal break</td> </tr> <tr> <td>Work 4 hours or more but no more than 5 hours</td> <td>One 10 minute rest break</td> <td>No meal break</td> </tr> <tr> <td>Work more than 5 hours but less than 7 hours</td> <td>One 10 minute rest break</td> <td>One meal break of at least 30 minutes but not more than 60 minutes.</td> </tr> <tr> <td>Work 7 hours or more but less than 10 hours</td> <td>Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.</td> <td>One meal break of at least 30 minutes but not more than 60 minutes.</td> </tr> <tr> <td>Work 10 hours or more</td> <td>Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.</td> <td>Two meal breaks each of at least 30 minutes but not more than 60 minutes.</td> </tr> </tbody> </table> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p>	Hours worked	Rest break	Meal break	Work less than 4 hours	No rest break	No meal break	Work 4 hours or more but no more than 5 hours	One 10 minute rest break	No meal break	Work more than 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.	Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.	Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.	<p><b>16. Breaks</b></p> <p><b>16.1</b> Clause 16 gives an employee an entitlement to meal breaks and rest breaks.</p> <p><b>16.2</b> An employee who works the number of hours in any one shift specified in column 1 of <b>Table 2—Entitlements to meal and rest break(s)</b> is entitled to a break or breaks as specified in column 2.</p> <p><b>Table 2—Entitlements to meal and rest break(s)</b></p> <table border="1" data-bbox="1611 1100 2635 1808"> <thead> <tr> <th>Column 1 Hours worked per shift</th> <th>Column 2 Breaks</th> </tr> </thead> <tbody> <tr> <td>4 or more but no more than 5</td> <td>One 10 minute paid rest break</td> </tr> <tr> <td>More than 5 but less than 7</td> <td>One 10 minute paid rest break One unpaid meal break of at least 30 minutes and not more than 60 minutes</td> </tr> <tr> <td>7 or more but less than 10</td> <td>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</td> </tr> <tr> <td>10 or more</td> <td>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</td> </tr> </tbody> </table> <p>NOTE: The rest breaks and meal breaks of shiftworkers are paid. See clause 30—Rest breaks and meal breaks.</p> <p><b>16.3</b> 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.</p>	Column 1 Hours worked per shift	Column 2 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
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<p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) No employee can work more than 5 hours without a meal break.</p> <p>(e) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.</p> <p>(f) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> <p>(g) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.</p>	<p><b>16.4</b> In rostering rest and meal breaks, the employer must seek to ensure that the employee has meaningful breaks during work hours.</p> <p><b>16.5</b> An employer cannot require an employee:</p> <p>(a) to take a rest break or meal break within the first or the last hour of work; or</p> <p>(b) to take a rest break combined with a meal break; or</p> <p>(c) to work more than 5 hours without taking a meal break.</p>																																
<p><b>31.2 Breaks between work periods</b></p> <p>(a) All employees will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.</p> <p>(b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.</p> <p>(c) By agreement between an employer and an employee or employees the period of 12 hours may be reduced to not less than 10 hours.</p>	<p><b>16.6 Breaks between work periods</b></p> <p>(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.</p> <p>(b) If an employee starts work again without having had 12 hours off work, the employer must pay the employee at the rate of <b>200%</b> of the rate they would be entitled to until the employee has a break of 12 consecutive hours.</p> <p>(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.</p> <p>(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.</p>																																
	<p><b>Part 4—Wages and Allowances</b></p> <p><b>17. Work organisation</b></p> <p>An employer may require an employee to perform duties across the different classification streams set out in Schedule A—Classification Definitions that they are competent to perform.</p>																																
<p><b>17. Minimum weekly wages</b></p> <table border="1" data-bbox="240 1283 759 1934"> <thead> <tr> <th>Classifications</th> <th>Per week</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$</td> </tr> <tr> <td>Retail Employee Level 1</td> <td>763.20</td> </tr> <tr> <td>Retail Employee Level 2</td> <td>781.40</td> </tr> <tr> <td>Retail Employee Level 3</td> <td>793.60</td> </tr> <tr> <td>Retail Employee Level 4</td> <td>809.10</td> </tr> <tr> <td>Retail Employee Level 5</td> <td>842.30</td> </tr> <tr> <td>Retail Employee Level 6</td> <td>854.60</td> </tr> <tr> <td>Retail Employee Level 7</td> <td>897.40</td> </tr> <tr> <td>Retail Employee Level 8</td> <td>933.80</td> </tr> </tbody> </table>	Classifications	Per week		\$	Retail Employee Level 1	763.20	Retail Employee Level 2	781.40	Retail Employee Level 3	793.60	Retail Employee Level 4	809.10	Retail Employee Level 5	842.30	Retail Employee Level 6	854.60	Retail Employee Level 7	897.40	Retail Employee Level 8	933.80	<p><b>18. Minimum rates</b></p> <p><b>18.1</b> 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 <b>Table 3—Minimum rates</b>.</p> <p>NOTE 1: Adult employee is defined in clause 2—Definitions.</p> <p>NOTE 2: Provision for calculating wages for a junior employee is at clause 18.2.</p> <p>NOTE 3: Clause 29—Rate of pay for shiftwork sets out rates of pay for shiftwork.</p> <p><b>Table 3—Minimum rates</b></p> <table border="1" data-bbox="1605 1629 2614 1944"> <thead> <tr> <th>Column 1 Employee classification</th> <th>Column 2 Minimum weekly rate</th> <th>Column 3 Minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td>Retail Employee Level 1</td> <td>\$763.20</td> <td>\$20.08</td> </tr> <tr> <td>Retail Employee Level 2</td> <td>\$781.40</td> <td>\$20.56</td> </tr> <tr> <td>Retail Employee Level 3</td> <td>\$793.60</td> <td>\$20.88</td> </tr> </tbody> </table>	Column 1 Employee classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate	Retail Employee Level 1	\$763.20	\$20.08	Retail Employee Level 2	\$781.40	\$20.56	Retail Employee Level 3	\$793.60	\$20.88
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Retail Employee Level 7	\$897.40	\$23.62
Retail Employee Level 8	\$933.80	\$24.57

**18. Junior rates**

**18.1** Junior employees will be paid the following percentage of the appropriate wage rate in clause 17 from the first pay period commencing on or after 1 July 2014:

Age	% of weekly rate of pay
Under 16 years of age	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, employed by the employer for 6 months or less	90
20 years of age, employed by the employer for more than 6 months	95

**18.2** Junior employees will be paid the following percentage of the appropriate wage rate in clause 17 from the first pay period commencing on or after 1 July 2015:

Age	% of weekly rate of pay
Under 16 years of age	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, employed by the employer for 6 months or less	90
20 years of age, employed by the employer for more than 6 months	100

**18.2 Junior rates**

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

An employer must pay a junior employee aged as specified in column 1 of Table 4—Junior rates the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under Table 3—Minimum rates.

**Table 4—Junior rates**

Column 1 Age	Column 2 % 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	85%
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%

**19. Apprentices**

**19.1 Four year apprentice minimum wages**

- (a) The minimum award rates of pay for apprentices completing a four-year apprenticeship and who commenced before 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4
1st year	50
2nd year	60
3rd year	80
4th year	90

- (b) The minimum award rates of pay for apprentices completing a four-year apprenticeship and who commenced on or after 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4 for apprentices who have not completed year 12	% of Retail Employee Level 4 for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	80	80
4th year	90	90

**19.2 Three year apprentice minimum wages**

- (a) The minimum award rates of pay for apprentices completing a three-year apprenticeship and who commenced before 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4
1st year	50
2nd year	60
3rd year	80
4th year	100

- (b) The minimum award rates of pay for apprentices completing a three-year apprenticeship and who commenced on or after 1 January 2014 are:

Year of apprenticeship	% of Retail Employee Level 4 for apprentices who have not completed year 12	% of Retail Employee Level 4 for apprentices who have completed year 12

**18.3 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 5—4 year apprentice minimum rates (pre-January 2014 start)**.

**Table 5—4 year apprentice minimum rates (pre-January 2014 start)**

Column 1 Year of apprenticeship	Column 2 % of the standard weekly rate
1st year	50%
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 6—4 year apprentice minimum rates (start January 2014 or later)**.

**Table 6—4 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%
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 7—3 year apprentice minimum rates (pre-January 2014 start)**.

**Table 7—3 year apprentice minimum rates (pre-January 2014 start)**

Column 1 Year of apprenticeship	Column 2 % of the standard weekly rate

**Current award – General Retail Industry Award 2010**

1st year	50	55
2nd year	60	65
3rd year	80	80
4th year	100	100

**19.3 Adult apprentice minimum wages**

- (a) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship must be 80% of the minimum rate for Retail Employee Level 4 in clause 17, or the rate prescribed by clause 19.1 or 19.2 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 17, or the rate prescribed by clause 19.1 or 19.2 for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17—Minimum weekly wages in which the adult apprentice was engaged immediately prior to entering into the training agreement.

**Plain Language Exposure Draft – General Retail Industry Award 2017**

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 8—3 year apprentice minimum rates (start January 2014 or later)**.

**Table 8—3 year apprentice minimum rates (start January 2014 or later)**

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

**18.4 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 6—4 year apprentice minimum rates (start January 2014 or later)** or **Table 8—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 3—Minimum rates**;
  - (ii) the rate in either **Table 6—4 year apprentice minimum rates (start January 2014 or later)** or **Table 8—3 year apprentice minimum rates (start January 2014 or later)**, as applicable, for the relevant year of the apprenticeship.
- (c) Paragraph (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 long term 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.

Current award – General Retail Industry Award 2010	Plain Language Exposure Draft – General Retail Industry Award 2017
	NOTE: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates including overtime and penalties.
<p><b>20.12 Higher duties</b></p> <p>Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p>	<p><b>19. Higher duties</b></p> <p><b>19.1</b> 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 <b>Table 3—Minimum rates</b> for that higher classification for the whole of that day or shift.</p> <p><b>19.2</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 <b>Table 3—Minimum rates</b> for that higher classification for the time during which those duties were performed.</p>
<p><b>23. Payment of wages</b></p> <p>Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, or may be averaged over a period of a fortnight.</p> <p>All wages shall be paid on a regular pay day. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks’ written notice to the employee of such change.</p> <p>An enterprise which prior to the 1st January 2010, paid particular classifications of its employees on a monthly pay cycle may continue to pay these particular classifications of employees on a monthly pay cycle. However no employee classified at level 3 or below under this Award may be paid on a monthly pay cycle and must be paid either weekly or fortnightly.</p>	<p><b>20. Payment of wages</b></p> <p>This clause may be affected by AM2016/8</p> <p><b>20.1</b> 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.</p> <p><b>20.2</b> 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.</p> <p>NOTE: The Fair Work Regulations set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid. See Part 3-6, Division 3—Employer obligations in relation to employee records and pay slips.</p> <p><b>20.3 Pay day</b></p> <p>(a) Wages must be paid on a regular pay day.</p> <p>(b) Employers must notify employees in writing about which day is the regular pay day.</p> <p>(c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks’ written notice.</p>
<p><b>24. Supported wage</b></p> <p>Supported wage arrangements for employees with a disability are contained in Schedule C of this award.</p>	<p><b>21. Supported wage system</b></p> <p>For employees eligible for a supported wage, see Schedule E—Supported Wage System.</p>
<p><b>25. Training wage</b></p> <p>Training Wage arrangements are contained in Schedule D of this award.</p>	<p><b>22. National training wage</b></p> <p><b>22.1</b> Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p><b>22.2</b> This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the General Retail Industry Award 2010 and not the Miscellaneous Award 2010.</p>

Current award – General Retail Industry Award 2010	Plain Language Exposure Draft – General Retail Industry Award 2017
<p><b>20. Allowances</b></p>	<p><b>23. Allowances</b></p>
<p>To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.</p>	<p><b>23.1</b> Clause 23 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.</p>
<p><b>20.1 Meal allowance</b></p> <p>(a) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work, without being given 24 hours’ notice, will be either provided with a meal or paid a meal allowance of \$17.92. Where such overtime work exceeds four hours a further meal allowance of \$16.23 will be paid.</p> <p>(b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.</p>	<p>NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.</p> <p><b>23.2 Meal allowance</b></p> <p>(a) Clause 23.2 applies to an employee to whom all of the following apply:</p> <p>(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</p> <p>(ii) the employee was not advised of that requirement on or before the previous day; and</p> <p>(iii) the employee cannot reasonably return home for a meal within the period of the meal break.</p> <p>(b) The employer must:</p> <p>(i) pay the employee a meal allowance of <b>\$17.92</b>; or</p> <p>(ii) supply the employee with a meal.</p> <p>(c) If the number of hours worked under a requirement mentioned in paragraph (a)(i) exceeds 4, the employer must pay the employee a further meal allowance of <b>\$16.23</b>.</p>
<p><b>20.2 Special clothing</b></p> <p>(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p> <p>(b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:</p> <p>(i) For a full-time employee—\$6.25 per week;</p> <p>(ii) For a part-time or casual employee—\$1.25 per shift.</p>	<p><b>23.3 Special clothing allowance</b></p> <p>(a) In clause 23.3 <b>special clothing</b> means any article of clothing (including waterproof or other protective clothing) that the employer requires the employee to wear or that it is necessary for the employee to wear.</p> <p>(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.</p> <p>(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:</p> <p>(i) <b>\$6.25</b> per week for a full-time employee; and</p> <p>(ii) <b>\$1.25</b> per shift for a part-time or casual employee.</p>
<p><b>20.3 Excess travelling costs</b></p> <p>Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.</p> <p><b>20.4 Travelling time reimbursement</b></p> <p>(a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally</p>	<p><b>23.4 Excess travelling costs</b></p> <p>(a) Clause 23.4 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.</p> <p>(b) The employer must reimburse the employee any additional costs they incurred in travelling to and from the other place of work.</p> <p><b>23.5 Travelling time reimbursement</b></p> <p>(a) Clause 23.5 applies to an employee who on any day is required to work at a place other than their usual place of work.</p>

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<p>spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p> <p><b>20.5 Transfer of employee reimbursement</b></p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee’s family.</p>	<p>(b) The employer must pay the employee at their ordinary rate of pay (or at <b>150%</b> 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.</p> <p>(c) The employer must also reimburse the employee any additional costs they incurred in travelling to and from the other place of work.</p> <p><b>23.6 Moving expenses</b></p> <p>The term ‘township’ in clause 23.6 requires a definition or replacement with a more precise expression to clarify the effect of the provision.</p> <p>(a) Clause 23.6 applies if an employer transfers an employee from one township to another.</p> <p>(b) The employer is responsible for, and must pay, the total cost of moving the employee and the employee’s family, including fares and other transport charges.</p>
<p><b>20.6 Transport allowance</b></p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p> <p><b>20.7 Transport of employees reimbursement</b></p> <p>(a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee’s usual place of residence, at no cost to the employee.</p> <p>(b) Provided always that an employee may elect to provide their own transport.</p> <p>(c) Provided further that this clause will not apply to employees engaged under the provisions of shift-work.</p>	<p><b>23.7 Motor vehicle allowance</b></p> <p>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 <b>\$0.78</b> for each kilometre travelled.</p> <p><b>23.8 Transport reimbursement</b></p> <p>(a) Clause 23.8 applies to an employee (other than a shiftworker) to whom each of the following applies:</p> <p>(i) the employee starts work before 7.00 am or starts or finishes work after 10.00 pm; and</p> <p>(ii) the employee’s regular means of transport is not available; and</p> <p>(iii) the employee is unable to arrange their own alternative means of transport; and</p> <p>(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.</p> <p>(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.</p>
<p><b>20.8 Cold work disability allowance</b></p> <p>(a) Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the standard rate.</p> <p>(b) An employee required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in 20.8(a) also be paid an allowance per hour, while so employed, of 2% of the standard rate.</p>	<p><b>23.9 Cold work allowance</b></p> <p>(a) Clause 23.9 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.</p> <p>(b) The employer must pay the employee an allowance of <b>\$0.28</b> per hour while so employed.</p> <p>(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 <b>\$0.43</b> per hour while so employed.</p>
<p><b>20.9 First aid allowance</b></p> <p>Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra of 1.3% of the standard rate each week.</p>	<p><b>23.10 First aid allowance</b></p> <p>(a) Clause 23.10 applies to an employee who:</p> <p>(i) has a current first aid qualification from St John Ambulance Australia or a similar body; and</p>

Current award – General Retail Industry Award 2010	Plain Language Exposure Draft – General Retail Industry Award 2017								
	<p>(ii) is appointed by the employer to perform first aid duty.</p> <p>(b) The employer must pay the employee an allowance of <b>\$10.52</b> per week.</p>								
<p><b>20.10 Recall allowance</b></p> <p>(a) Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>(b) The time worked will be calculated from the time the employee leaves home until the time they return home.</p>	<p><b>23.11 Recall allowance</b></p> <p>(a) Clause 23.11 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:</p> <p>(i) have completed their normal roster; or</p> <p>(ii) did not work.</p> <p>(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:</p> <p>(i) the time between when the employee leaves their place of residence until they return there;</p> <p>(ii) 3 hours.</p>								
<p><b>20.11 Liquor licence</b></p> <p>An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the standard rate per week.</p>	<p><b>23.12 Liquor licence</b></p> <p>The employer must pay an employee who holds a liquor licence under a relevant State or Territory law an allowance of <b>\$25.08</b> per week.</p>								
<p><b>20.13 Broken Hill</b></p> <p>An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p><b>23.13 Broken Hill</b></p> <p>The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of <b>\$0.91</b> per hour.</p>								
<p><b>20.14 Adjustment of expense related allowances</b></p> <p>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.</p> <p>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:</p> <table border="1" data-bbox="243 1409 1299 1671"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Special clothing</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Transport allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Special clothing	Clothing and footwear group	Transport allowance	Private motoring sub-group	<p><i>Adjustment of expense related allowances has been moved to Schedule C—Summary of Monetary Allowances</i></p>
Allowance	Applicable Consumer Price Index figure								
Meal allowance	Take away and fast foods sub-group								
Special clothing	Clothing and footwear group								
Transport allowance	Private motoring sub-group								
<p><b>21. Accident pay</b></p> <p><i>Clause deleted.</i></p>									



Current award – General Retail Industry Award 2010	Plain Language Exposure Draft – General Retail Industry Award 2017										
<p><b>22. Superannuation</b> <i>This provision has not been reproduced here.</i></p>	<p><b>24. Superannuation</b> <i>This provision has not changed and has not been reproduced here.</i></p>										
<p><b>29. Overtime and penalties</b></p> <p><b>29.1 Reasonable overtime</b></p> <p>(a) Subject to clause 29.1(b) an employer may require an employee other than a casual to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p> <p>(ii) the employee’s personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>25. Overtime</b></p> <p style="background-color: #d9ead3; padding: 5px;">This clause may be affected by matters AM2014/196 and AM2014/197.</p> <p>NOTE: Under the NES (see section 62 of the Act) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.</p>										
<p><b>29.2 Overtime</b></p> <p>(a) Hours worked in excess of the ordinary hours of work, outside the span of hours (excluding shiftwork), or roster conditions prescribed in clauses 27 and 28 are to be paid at time and a half for the first three hours and double time thereafter.</p> <p>(b) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3 will be paid at time and a half for the first three hours and double time thereafter.</p> <p>(c) The rate of overtime on a Sunday is double time, and on a public holiday is double time and a half.</p> <p>(d) Overtime is calculated on a daily basis.</p>	<p><b>25.1 Payment of overtime</b></p> <p>(a) An employer must pay a full-time employee at the overtime rate specified in <b>Table 9—Overtime rates</b> for any time worked:</p> <p>(i) in excess of their ordinary hours; or</p> <p>(ii) outside the span of hours (excluding shiftwork) or roster conditions set out in clause 15—Ordinary hours of work.</p> <p>(b) An employer must pay a part-time employee at the overtime rate specified in <b>Table 9—Overtime rates</b> for any time worked in excess of the number of hours agreed under clause 10.5 (as varied as mentioned in clause 10.6) (Part-time employment).</p> <p><b>25.2 Overtime rate</b></p> <p>The overtime rate mentioned in clause 25.2 is the relevant percentage specified in column 2 of <b>Table 9—Overtime rates</b> (depending on when the overtime was worked as specified in column 1) of the employee’s minimum hourly rate of pay.</p> <p><b>Table 9—Overtime rates</b></p> <table border="1" data-bbox="1614 1619 2516 1932"> <thead> <tr> <th data-bbox="1614 1619 2071 1745">Column 1 For overtime worked on</th> <th data-bbox="2071 1619 2516 1745">Column 2 Overtime rate (% of minimum hourly rate of pay)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1614 1745 2071 1793">Monday to Saturday—first 3 hours</td> <td data-bbox="2071 1745 2516 1793">150%</td> </tr> <tr> <td data-bbox="1614 1793 2071 1841">Monday to Saturday—after 3 hours</td> <td data-bbox="2071 1793 2516 1841">200%</td> </tr> <tr> <td data-bbox="1614 1841 2071 1890">Sunday</td> <td data-bbox="2071 1841 2516 1890">200%</td> </tr> <tr> <td data-bbox="1614 1890 2071 1932">Public holiday</td> <td data-bbox="2071 1890 2516 1932">250%</td> </tr> </tbody> </table>	Column 1 For overtime worked on	Column 2 Overtime rate (% of minimum hourly rate of pay)	Monday to Saturday—first 3 hours	150%	Monday to Saturday—after 3 hours	200%	Sunday	200%	Public holiday	250%
Column 1 For overtime worked on	Column 2 Overtime rate (% of minimum hourly rate of pay)										
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	NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.																								
<p><b>29.3 Time off instead of payment for overtime</b>  <i>This provision has not changed – it has not been reproduced here</i></p>	<p><b>25.3 Time off instead of payment for overtime</b>  <i>This provision has been taken from the current award - it has not been reproduced here</i></p>																								
<p><b>29.4 Penalty payments</b></p> <p><b>(a) Evening work Monday to Friday</b>  A penalty payment of an additional 25% will apply for ordinary hours worked after 6.00 pm. This does not apply to casuals.</p> <p><b>(b) Saturday work</b>  A penalty payment of an additional 25% will apply for ordinary hours worked on a Saturday for full-time and part-time employees. A casual employee must be paid an additional 10% for work performed on a Saturday between 7.00 am and 6.00 pm.</p> <p><b>(c) Sunday work</b>  A penalty payment of an additional 100% loading will apply for all hours worked on a Sunday. This penalty payment also applies to casual employees instead of the casual loading in clause 13.2.</p> <p><b>(d) Public holidays</b></p> <p><b>(i)</b> Work on a public holiday must be compensated by payment at the rate of an additional 150%.</p> <p><b>(ii)</b> Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either:</p> <p><b>(A)</b> An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or</p> <p><b>(B)</b> An additional day or equivalent time as annual leave.</p> <p><b>(iii)</b> The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.</p> <p><b>(iv)</b> If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 29.4(d)(i).</p>	<p><b>26. Penalty rates</b></p> <p>Table 10 has been updated to incorporate the determination in AM2015/305.</p> <p><b>26.1</b> Clause 26 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 25.2—Overtime rate.</p> <p><b>26.2</b> 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 <b>Table 10—Penalty rates</b>:</p> <p><b>(a)</b> 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 <b>Table 3—Minimum rates</b>; or</p> <p><b>(b)</b> for a casual employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee under <b>Table 3—Minimum rates</b>.</p> <p><b>Table 10—Penalty rates</b></p> <table border="1" data-bbox="1685 1045 2795 1944"> <thead> <tr> <th data-bbox="1685 1045 2089 1203">Column 1 Time of ordinary hours worked</th> <th data-bbox="2089 1045 2451 1203">Column 2 Full-time and part-time employees</th> <th data-bbox="2451 1045 2795 1203">Column 3 Casual employees</th> </tr> <tr> <td></td> <th data-bbox="2089 1203 2451 1268">% of minimum hourly rate</th> <th data-bbox="2451 1203 2795 1268">% of minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="1685 1268 2089 1333">Monday to Friday—after 6.00 pm</td> <td data-bbox="2089 1268 2451 1333">125%</td> <td data-bbox="2451 1268 2795 1333"></td> </tr> <tr> <td data-bbox="1685 1333 2089 1461">Saturday</td> <td data-bbox="2089 1333 2451 1461">125%</td> <td data-bbox="2451 1333 2795 1461">135% (for work between 7.00 am and 6.00 pm) (inclusive of casual loading)</td> </tr> <tr> <td data-bbox="1685 1461 2089 1589">Sunday (1 July 2017 to 30 June 2018)</td> <td data-bbox="2089 1461 2451 1589">195%</td> <td data-bbox="2451 1461 2795 1589">195% (inclusive of casual loading)</td> </tr> <tr> <td data-bbox="1685 1589 2089 1703">Sunday (1 July 2018 to 30 June 2019)</td> <td data-bbox="2089 1589 2451 1703">180%</td> <td data-bbox="2451 1589 2795 1703">185% (inclusive of casual loading)</td> </tr> <tr> <td data-bbox="1685 1703 2089 1822">Sunday (1 July 2019 to 30 June 2020)</td> <td data-bbox="2089 1703 2451 1822">165%</td> <td data-bbox="2451 1703 2795 1822">175% (inclusive of casual loading)</td> </tr> <tr> <td data-bbox="1685 1822 2089 1944">Sunday (From 1 July 2020)</td> <td data-bbox="2089 1822 2451 1944">150%</td> <td data-bbox="2451 1822 2795 1944">175% (inclusive of casual loading)</td> </tr> </tbody> </table>	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	Monday to Friday—after 6.00 pm	125%		Saturday	125%	135% (for work between 7.00 am and 6.00 pm) (inclusive of casual loading)	Sunday (1 July 2017 to 30 June 2018)	195%	195% (inclusive of casual loading)	Sunday (1 July 2018 to 30 June 2019)	180%	185% (inclusive of casual loading)	Sunday (1 July 2019 to 30 June 2020)	165%	175% (inclusive of casual loading)	Sunday (From 1 July 2020)	150%	175% (inclusive of casual loading)
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Current award – General Retail Industry Award 2010	Plain Language Exposure Draft – General Retail Industry Award 2017			
	<table border="1" data-bbox="1685 191 2798 285"> <tr> <td data-bbox="1685 191 2089 285">Public holiday</td> <td data-bbox="2089 191 2451 285">225%</td> <td data-bbox="2451 191 2798 285">250% (inclusive of casual loading)</td> </tr> </table> <p data-bbox="1685 310 2828 373">NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.</p> <p data-bbox="1507 401 2199 432"><b>26.3 Additional provisions for work on public holidays</b></p> <div data-bbox="1507 436 2665 499" style="background-color: #d9ead3; border: 1px solid black; padding: 2px;"> <p data-bbox="1516 464 2065 495">This clause is subject to application AM2014/301</p> </div> <p data-bbox="1605 531 2828 625">An employer and a full-time or part-time employee may agree that, instead of the employee being paid at an additional <b>125%</b> of the minimum hourly rate of the employee under <b>Table 3—Minimum rates</b> for hours worked on a public holiday, the following arrangements are to apply:</p> <ul style="list-style-type: none"> <li data-bbox="1605 653 2828 716">(a) the employee is to be paid at the minimum hourly rate of the employee under <b>Table 3—Minimum rates</b> for hours worked on the public holiday; and</li> <li data-bbox="1605 737 2828 831">(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.</li> </ul>	Public holiday	225%	250% (inclusive of casual loading)
Public holiday	225%	250% (inclusive of casual loading)		
<p data-bbox="136 919 368 951"><b>30. Shiftwork</b></p> <p data-bbox="136 978 498 1010"><b>30.1 Application of clause</b></p> <ul style="list-style-type: none"> <li data-bbox="246 1037 1353 1068">(a) This clause will apply only to persons specifically employed as shiftworkers under this award.</li> <li data-bbox="246 1094 1484 1157">(b) This clause does not apply to an employee who is employed as a non shiftworker and who does additional hours or overtime.</li> </ul> <p data-bbox="136 1182 991 1213"><b>30.2 Shiftwork definition—other than Baking production employees</b></p> <ul style="list-style-type: none"> <li data-bbox="246 1241 1484 1304">(a) For the purposes of this clause <b>shiftwork</b> means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.</li> <li data-bbox="246 1329 1484 1392">(b) Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.</li> <li data-bbox="246 1417 1484 1480">(c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</li> </ul>	<p data-bbox="1507 919 1727 951"><b>Part 6—Shiftwork</b></p> <p data-bbox="1507 978 1843 1010"><b>27. Application of Part</b></p> <p data-bbox="1507 1037 2234 1068"><b>27.1</b> Part 6 applies only to persons employed to do shiftwork.</p> <p data-bbox="1507 1094 2828 1157"><b>27.2</b> 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.</p> <p data-bbox="1507 1182 1828 1213"><b>28. What is shiftwork</b></p> <p data-bbox="1507 1241 2828 1304"><b>28.1</b> For an employee (other than a baking production employee) <b>shiftwork</b> means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.</p> <p data-bbox="1507 1329 2792 1360"><b>28.2</b> For a baking production employee <b>shiftwork</b> means a shift starting at or after midnight and before 6.00 am.</p> <p data-bbox="1507 1386 2828 1449"><b>28.3</b> Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.</p> <p data-bbox="1507 1474 2733 1505"><b>28.4</b> All time between starting and finishing work on any shift counts and must be paid for as time worked.</p>			
<p data-bbox="136 1589 546 1621"><b>30.3 Rate of pay for shiftwork</b></p> <ul style="list-style-type: none"> <li data-bbox="246 1648 1484 1711">(a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals) of the ordinary time rate of pay.</li> <li data-bbox="246 1736 1484 1799">(b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals) of the ordinary time rate of pay.</li> <li data-bbox="246 1824 1484 1887">(c) Any shiftwork performed on a Sunday will be paid at the rate of 200% (225% for casuals) of the ordinary time rate of pay.</li> <li data-bbox="246 1913 1484 1944">(d) Where an employee elects to work on a public holiday shift then the provisions set out in clause 29.4(d)</li> </ul>	<p data-bbox="1507 1589 1911 1621"><b>29. Rate of pay for shiftwork</b></p> <p data-bbox="1507 1648 2828 1743"><b>29.1</b> Any shiftwork between midnight Sunday and midnight Friday must be paid at the rate of <b>130%</b> of the minimum hourly rate for full-time and part-time employees and at <b>155%</b> of the minimum hourly rate for casual employees.</p> <p data-bbox="1507 1768 2828 1831"><b>29.2</b> Any shiftwork on a Saturday must be paid at the rate of <b>150%</b> of the minimum hourly rate for full-time and part-time employees and at <b>175%</b> of the minimum hourly rate for casual employees.</p> <p data-bbox="1507 1856 2828 1919"><b>29.3</b> Any shiftwork on a Sunday must be paid at the rate of <b>200%</b> of the minimum hourly rate for full-time and part-time employees and at <b>225%</b> of the minimum hourly rate for casual employees.</p>			

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<p>will apply for all hours of the shift.</p> <p>(e) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday shift such employee will be entitled to be absent without loss of pay.</p> <p>(f) Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of clause 29.4(d) relating to such holiday will apply only to the day so substituted.</p> <p><b>30.4 Baking production employees – Early morning shifts</b></p> <p>(a) A baking production employee who commences a shift at or after 2:00 am and before 6:00 am will be entitled to an early morning shift allowance of 12.5% (37.5% for casuals) for the shift.</p> <p>(b) A baking production employee who commences a shift prior to 2:00 am will be entitled to a night shift allowance of 30% (55% for casuals) for the shift.</p> <p>(c) The rates of pay for Saturday, Sunday and public holidays will be the same as for other shiftworkers.</p> <p>(d) These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and nine hours per day.</p>	<p><b>29.4</b> 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 <b>112.5%</b> of the minimum hourly rate for full-time and part-time employees and <b>137.5%</b> of the minimum hourly rate for casual employees.</p> <p><b>29.5</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 <b>130%</b> of the minimum hourly rate for full-time and part-time employees and <b>155%</b> of the minimum hourly rate for casual employees.</p> <p><b>29.6</b> These allowances set out in clauses 29.4 and 29.5 apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and 9 hours per day.</p> <p><b>29.7</b> If an employee elects to work on a public holiday shift then the provisions set out in <b>Table 10—Penalty rates</b> apply for all hours of the shift.</p> <p><b>29.8</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.</p> <p><b>29.9</b> An employee who elects not to work on a public holiday shift is entitled to be absent without loss of pay.</p> <p><b>29.10</b> The employer and a majority of the employees at a workplace may agree to substitute another shift for a public holiday shift. If so, the provisions set out in <b>Table 10—Penalty rates</b> apply for all hours of the substitute shift.</p>
<p><b>30.5 Rest breaks and meal breaks</b></p> <p>Notwithstanding the provision of clause 31.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.</p> <p><b>30.6 General operation of the award</b></p> <p>Unless specifically modified by or contrary to the operation of this clause all provisions of this award apply to shiftworkers.</p>	<p><b>30. Rest breaks and meal breaks</b></p> <p>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.</p>
<p><b>30.7 Rosters</b></p> <p>(a) Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.</p> <p>(b) Rosters of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.</p>	<p><b>31. Rostering restrictions</b></p> <p><b>31.1</b> Shiftwork rosters cannot be varied so as to avoid the public holiday entitlements of shiftworkers.</p> <p><b>31.2</b> Rosters of shiftworkers cannot be arranged so as to have them do both shiftwork and work that is not shiftwork in the same week.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>32. Annual leave</b></p> <p><b>32.1</b> Annual leave is provided for in the NES.</p> <p><b>32.2 Definition of shiftworker</b></p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p>	<p><b>Part 7—Leave and Public Holidays</b></p> <p><b>32. Annual leave</b></p> <p style="background-color: #d9ead3; padding: 5px;">The annual leave clause has been amended to incorporate PR582986</p> <p>NOTE: Where an employee is receiving overaward 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).</p> <p><b>32.1</b> Annual leave is provided for in the NES. It does not apply to casual employees.</p> <p><b>32.2 Additional paid annual leave for certain shiftworkers</b></p> <p>(a) Clause 32.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and</p>

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	<p>public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.</p> <p>(b) The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).</p>
<p><b>32.3 Annual leave loading</b></p> <p>(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum weekly wages of this award. Annual leave loading is payable on leave accrued.</p> <p>(b) The loading will be as follows:</p> <p>(i) <b>Day work</b></p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) <b>Shiftwork</b></p> <p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p>	<p><b>32.3 Additional payment for annual leave</b></p> <p>(a) During a period of paid annual leave an employer must pay an employee an additional payment in accordance with clause 32.3 for the employee’s ordinary hours of work in the period.</p> <p>(b) The additional payment is payable on leave accrued.</p> <p>(c) For an employee other than a shiftworker the additional payment is the greater of:</p> <p>(i) <b>17.5%</b> of the employee’s minimum hourly rate for all ordinary hours of work in the period; or</p> <p>(ii) The employee’s minimum hourly rate for all ordinary hours of work in the period inclusive of penalty rates as specified in clause 26—Penalty rates.</p> <p>(d) For a shiftworker the additional payment is the greater of:</p> <p>(i) <b>17.5%</b> of the employee’s minimum hourly rate for all ordinary hours of work in the period; or</p> <p>(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 29—Rate of pay for shiftwork.</p>
<p><b>32.5 Close-down</b></p> <p>An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks’ notice.</p>	<p><b>32.4 Temporary close-down</b></p> <p>(a) Clause 32.4 applies if an employer:</p> <p>(i) intends to close down its operations at all or part of a workplace for a particular period (<b>temporary close down period</b>); and</p> <p>(ii) wishes to require affected employees to take leave during that period.</p> <p>(b) The employer must give the affected employees at least 4 weeks’ notice of a temporary close down period.</p> <p>(c) The employer may require any affected employee to take a period of paid annual leave during a temporary close down period.</p>
<p><b>32.6 Excessive leave accruals: general provision</b></p> <p><i>Standard clause – not reproduced here</i></p>	<p><b>32.5 Excessive leave accruals: general provision</b></p> <p><i>This provision has been taken from the current award - it has not been reproduced here</i></p>
<p><b>32.7 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>Standard clause – not reproduced here</i></p>	<p><b>32.6 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>This provision has been taken from the current award - it has not been reproduced here</i></p>
<p><b>32.8 Excessive leave accruals: request by employee for leave</b></p> <p><i>Standard clause – not reproduced here</i></p>	<p><b>32.7 Excessive leave accruals: request by employee for leave</b></p> <p><i>This provision has been taken from the current award - it has not been reproduced here</i></p>

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<p><b>32.4 Annual leave in advance</b> Standard clause – not reproduced here</p>	<p><b>32.8 Annual leave in advance</b> This provision has been taken from the current award - it has not been reproduced here</p>
<p><b>32.9 Cashing out of annual leave</b> Standard clause – not reproduced here</p>	<p><b>32.9 Cashing out of annual leave</b> This provision has been taken from the current award - it has not been reproduced here</p>
<p><b>33. Personal/carer’s leave and compassionate leave</b></p> <p><b>33.1</b> Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p><b>33.2</b> Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.</p> <p><b>33.3</b> Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.</p>	<p><b>33. Personal/carer’s leave and compassionate leave</b></p> <p><b>33.1</b> Personal/carer’s leave and compassionate leave are provided for in the <a href="#">NES</a>.</p> <p><b>33.2</b> Subject to clause 33.3, 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:</p> <p>(a) illness or an injury; or</p> <p>(b) an emergency.</p> <p><b>33.3</b> A casual employee may only be absent from work under clause 33.2 for a period of up to 48 hours.</p> <p><b>33.4</b> With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 33.2 for longer than 48 hours.</p> <p><b>33.5</b> A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 33.2.</p>
	<p><b>34. Parental leave and related entitlements</b> Parental leave and related entitlements are provided for in the NES.</p>
<p><b>35. Community service leave</b> Community service leave is provided for in the NES.</p>	<p><b>35. Community service leave</b> Community service leave is provided for in the <a href="#">NES</a>.</p>
<p><b>34. Public holidays</b></p> <p><b>34.1</b> Public holidays are provided for in the NES.</p> <p><b>34.2</b> An employer and a majority of employees may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the employee must be paid at public holiday rates.</p>	<p><b>36. Public holidays</b></p> <p><b>36.1</b> Public holiday entitlements are provided for in the <a href="#">NES</a>.</p> <p><b>36.2 Substitution of public holidays by agreement</b> The employer and a majority of the employees at a workplace may agree to substitute another day for a public holiday.</p> <p><b>36.3 Payment for work on public holiday or substitute day</b></p> <p>(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 <b>Table 10—Penalty rates</b>.</p> <p>(b) However, 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.</p>

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<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>Part 8—Consultation and Dispute Resolution</b></p> <p><b>37. Consultation about major workplace change</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>8.2 Consultation about changes to rosters or hours of work</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>38. Consultation about changes to rosters or hours of work</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>9. Dispute resolution</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>39. Dispute resolution</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>14. Termination of employment</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>Part 9—Termination of Employment and Redundancy</b></p> <p><b>40. Termination of employment</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>15. Redundancy</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>41. Redundancy</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>15.2 Transfer to lower paid duties</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>42. Transfer to lower paid job on redundancy</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>
<p><b>15.3 Employee leaving during notice period</b>  <i>Standard clause – not reproduced here</i></p>	<p><b>43. Employee leaving during redundancy notice period</b></p> <p>Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017.  Please see Statement issued 27 March 2017 PR591212</p>

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<p><b>15.4 Job search entitlement</b> <i>Standard clause – not reproduced here</i></p>	<p><i>This provision is now a subclause of clause 41</i></p>
<p><b>15.5 Transitional provisions – NAPSA employees</b> <b>15.6 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule A—Transitional Provisions</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule B—Classifications</b></p> <p><b>B.1 Retail Employee Level 1</b></p> <p><b>B.1.1</b> An employee performing one or more of the following functions at a retail establishment:</p> <ul style="list-style-type: none"> <li>• the receiving and preparation for sale and or display of goods in or about any shop;</li> <li>• the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;</li> <li>• the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;</li> <li>• the sale or hire of goods by any means;</li> <li>• the receiving, arranging or making payment by any means;</li> <li>• the recording by any means of a sale or sales;</li> <li>• the wrapping or packing of goods for despatch and the despatch of goods;</li> <li>• the delivery of goods;</li> <li>• window dressing and merchandising;</li> <li>• loss prevention;</li> <li>• demonstration of goods for sale;</li> <li>• the provision of information, advice and assistance to customers;</li> <li>• the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;</li> <li>• all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services;</li> <li>• Clerical Assistants functions Level 1; or</li> <li>• work which is incidental to or in connection with any of the above.</li> </ul> <p><b>B.1.2</b> Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away</p>	<p><b>Schedule A—Classification Definitions</b></p> <p><b>A.1 Retail Employee Level 1</b></p> <p><b>A.1.1 Retail Employee Level 1</b> means an employee performing any of the following functions at a retail establishment:</p> <ul style="list-style-type: none"> <li>(a) receiving or preparing for sale or displaying goods in or about a shop; or</li> <li>(b) pre-packing, packing, weighing, assembling, pricing or preparing goods, provisions or produce for sale; or</li> <li>(c) displaying, filling shelves, replenishing or any other method of exposing or presenting goods for sale; or</li> <li>(d) selling or hiring goods by any means; or</li> <li>(e) receiving, arranging or paying by any means; or</li> <li>(f) recording a sale or sales by any means; or</li> <li>(g) wrapping or packing goods for despatch or despatching goods; or</li> <li>(h) delivering goods; or</li> <li>(i) window dressing or merchandising; or</li> <li>(j) loss prevention; or</li> <li>(k) demonstrating goods for sale; or</li> <li>(l) providing information, advice or assistance to customers; or</li> <li>(m) receiving, preparing or packing goods for repair or replacement or making minor repairs to goods; or</li> <li>(n) as a direct employee of the retailer, providing cleaning, store greeting, security, lift attending, store cafeteria services or food services; or</li> <li>(o) any function of a Clerical Assistant Level 1; or</li> <li>(p) work that is incidental to, or connected with, any of the functions mentioned in paragraphs (a) to (o).</li> </ul> <p><b>A.1.2</b> 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</p>



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<p>food establishment.</p> <p><b>B.1.3</b> Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:</p> <ul style="list-style-type: none"> <li>• Shop Assistant,</li> <li>• Clerical Assistant,</li> <li>• Check-out Operator,</li> <li>• Store Worker,</li> <li>• Reserve Stock Hand,</li> <li>• Driver,</li> <li>• Boot/Shoe Repairer (Not Qualified),</li> <li>• Window Dresser (Not Qualified),</li> <li>• LPO,</li> <li>• Photographic Employee,</li> <li>• Store Greeter,</li> <li>• Assembler,</li> <li>• Ticket Writer (Not Qualified),</li> <li>• Trolley Collector,</li> <li>• Video Hire Worker,</li> <li>• Telephone Order Salesperson,</li> <li>• Door-to-door Salesperson, or Retail Outdoor Salesperson, and,</li> <li>• Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer).</li> </ul> <p><b>B.1.4</b> <b>Clerical Assistant</b> means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <p><b>B.1.5</b> Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.</p> <p><b>B.1.6</b> Such employees 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.</p> <p><b>B.1.7</b> 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.</p> <p><b>B.1.8</b> Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving</li> </ul>	<p>except for a take away food establishment.</p> <p><b>A.1.3</b> Indicative job titles that are usually within the definition of a Retail Employee Level 1 are:</p> <ul style="list-style-type: none"> <li>(a) shop assistant;</li> <li>(b) clerical assistant;</li> <li>(c) check-out operator;</li> <li>(d) store worker;</li> <li>(e) reserve stock hand;</li> <li>(f) driver;</li> <li>(g) boot or shoe repairer (not qualified);</li> <li>(h) window dresser (not qualified);</li> <li>(i) loss prevention officer;</li> <li>(j) photographic employee;</li> <li>(k) store greeter;</li> <li>(l) assembler;</li> <li>(m) ticket writer (not qualified);</li> <li>(n) trolley collector;</li> <li>(o) video hire worker;</li> <li>(p) telephone order salesperson;</li> <li>(q) door-to-door salesperson or retail outdoor salesperson;</li> <li>(r) demonstrator or merchandiser not elsewhere classified (including a demonstrator or merchandiser who is not a direct employee of the retailer).</li> </ul> <p><b>A.1.4</b> <b>Clerical Assistant Level 1</b> means an employee accountable for clerical and office tasks as directed within the skill levels set out in this clause.</p> <p><b>A.1.5</b> 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.</p> <p><b>A.1.6</b> 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.</p> <p><b>A.1.7</b> 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.</p> <p><b>A.1.8</b> Indicative typical duties and skills within the definition of a Clerical Assistant Level 1 include any of the following:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

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<p>standard forms, relaying internal information and initial greeting of visitors;</p> <ul style="list-style-type: none"> <li>• maintenance of basic records;</li> <li>• filing, collating, photocopying etc;</li> <li>• handling or distributing mail including messenger service;</li> <li>• recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or</li> <li>• the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.</li> </ul> <p><b>B.2 Retail Employee Level 2</b></p> <p><b>B.2.1</b> An employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.</p> <p><b>B.2.2</b> Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:</p> <ul style="list-style-type: none"> <li>• Forklift Operator,</li> <li>• Ride on Equipment Operator.</li> </ul> <p><b>B.3 Retail Employee Level 3</b></p> <p><b>B.3.1</b> An employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.</p> <p><b>B.3.2</b> Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>• Supervisory assistance to a designated section manager or team leader,</li> <li>• Opening and closing of premises and associated security,</li> <li>• Security of cash, or</li> <li>• Fitting of surgical corset.</li> </ul> <p><b>B.3.3</b> Indicative job titles which are usually within the definition of a Retail Employee 3 include:</p> <ul style="list-style-type: none"> <li>• Machine operators,</li> <li>• 2IC to Dept Manager,</li> <li>• Senior Salesperson,</li> <li>• Corsetiere,</li> <li>• Driver Selling Stock,</li> <li>• Cook (Not Qualified) in a cafeteria,</li> <li>• Senior LPO, including an armed LPO,</li> <li>• LPO Supervisor,</li> <li>• Designated second-in-charge of a section (i.e. senior sales assistant),</li> <li>• Designated second-in-charge to a service supervisor, or</li> <li>• Person employed alone, with responsibilities for the security and general running of a shop.</li> </ul>	<ul style="list-style-type: none"> <li>(b) maintaining basic records; or</li> <li>(c) filing, collating or photocopying; or</li> <li>(d) handling or distributing mail, including messenger service; or</li> <li>(e) recording, matching, checking or batching of accounts, invoices, orders or store requisitions; or</li> <li>(f) operating keyboard or other allied equipment in order to achieve competency as set out in Level 2.</li> </ul> <p><b>A.2 Retail Employee Level 2</b></p> <p><b>A.2.1</b> <b>Retail Employee Level 2</b> means an employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.</p> <p><b>A.2.2</b> Indicative job titles that are usually within the definition of a Retail Employee Level 2 include:</p> <ul style="list-style-type: none"> <li>(a) forklift operator;</li> <li>(b) ride on equipment operator.</li> </ul> <p><b>A.3 Retail Employee Level 3</b></p> <p><b>A.3.1</b> <b>Retail Employee Level 3</b> means an employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.</p> <p><b>A.3.2</b> Indicative of the tasks that might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>(a) providing supervisory assistance to a designated section manager or team leader; or</li> <li>(b) opening or closing the premises or providing associated security; or</li> <li>(c) securing cash; or</li> <li>(d) fitting a surgical corset.</li> </ul> <p><b>A.3.3</b> Indicative job titles that are usually within the definition of a Retail Employee Level 3 include:</p> <ul style="list-style-type: none"> <li>(a) machine operators;</li> <li>(b) second-in-charge to department manager;</li> <li>(c) senior salesperson (including designated second-in-charge of a section);</li> <li>(d) corsetiere;</li> <li>(e) driver selling stock;</li> <li>(f) cook (not qualified) in a cafeteria;</li> <li>(g) senior loss prevention officer, including an armed loss prevention officer;</li> <li>(h) loss prevention officer supervisor;</li> <li>(i) Designated second-in-charge to a service supervisor;</li> <li>(j) person employed alone, with responsibilities for the security and general running of a shop.</li> </ul> <p><b>A.4 Retail Employee Level 4</b></p> <p><b>A.4.1</b> <b>Retail Employee Level 4</b> means an employee performing work at a retail establishment at a higher level than</p>

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<p><b>B.4 Retail Employee Level 4</b></p> <p><b>B.4.1</b> An employee performing work at a retail establishment at a higher level than a Retail Employee Level 3.</p> <p><b>B.4.2</b> Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>• Management of a defined section/department,</li> <li>• Supervision of up to 4 sales staff (including self),</li> <li>• Stock control,</li> <li>• Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.,</li> <li>• An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or</li> <li>• Clerical functions Level 2.</li> </ul> <p><b>B.4.3</b> Indicative job titles which are usually within the definition of a Retail Employee 4 include:</p> <ul style="list-style-type: none"> <li>• An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments,</li> <li>• An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist,</li> <li>• 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,</li> <li>• A Qualified Auto Parts and Accessories Salesperson,</li> <li>• A Window Dresser (Cert III or equivalent experience),</li> <li>• A Boot/Shoe Repairer (Cert III),</li> <li>• A Shiftwork Supervisor,</li> <li>• Section/Department manager with up to 2 employees (including self),</li> <li>• Service Supervisor of up to 15 employees,</li> <li>• Nightfill Supervisor/Leader,</li> </ul> <p><b>B.4.4 Clerical Officer Level 2 characteristics:</b></p> <ul style="list-style-type: none"> <li>• This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.</li> <li>• 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.</li> <li>• The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</li> </ul> <p><b>B.4.5</b> Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate,</li> </ul>	<p>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.</p> <p><b>A.4.2</b> Indicative of the tasks that might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>(a) managing a defined department or section; or</li> <li>(b) supervising up to 4 sales staff (including self); or</li> <li>(c) stock control; or</li> <li>(d) buying or ordering requiring the exercise of discretion as to price, quantity, quality and other matters; or</li> <li>(e) utilising the skills of a trades qualification for the majority of the time in a week; or</li> <li>(f) any function of a Clerical Officer Level 2.</li> </ul> <p><b>A.4.3</b> Indicative job titles that are usually within the definition of a Retail Employee Level 4 include:</p> <ul style="list-style-type: none"> <li>(a) assistant, deputy, or second-in-charge shop manager of a shop without departments;</li> <li>(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);</li> <li>(c) qualified auto parts and accessories salesperson;</li> <li>(d) window dresser (Certificate III or equivalent experience);</li> <li>(e) boot or shoe repairer (Certificate III);</li> <li>(f) shiftwork supervisor;</li> <li>(g) department or section manager with up to 2 employees (including self);</li> <li>(h) service supervisor of up to 15 employees;</li> <li>(i) nightfill supervisor or leader.</li> </ul> <p><b>A.4.4 Clerical Officer Level 2 characteristics:</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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.</li> </ul> <p><b>A.4.5</b> Indicative typical duties and skills within the definition of Clerical Officer Level 2 include:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) operating computerised radio telephone equipment, micro personal computer, printing devices attached to personal computer or dictaphone equipment; or</li> <li>(c) using a word processing software package to create, format, edit, correct, print and save text</li> </ul>

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<p>consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.</p> <ul style="list-style-type: none"> <li>• Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.</li> <li>• Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.</li> <li>• Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.</li> <li>• Copy typing and audio typing.</li> <li>• Maintenance of records and/or journals including initial processing and recording relating to the following: <ul style="list-style-type: none"> <li>(i) reconciliation of accounts to balance;</li> <li>(ii) incoming/outgoing cheques;</li> <li>(iii) invoices;</li> <li>(iv) debit/credit items;</li> <li>(v) payroll data;</li> <li>(vi) petty cash Imprest System;</li> <li>(vii) letters etc.</li> </ul> </li> <li>• Computer application involving use of a software package which may include one or more of the following functions: <ul style="list-style-type: none"> <li>(i) create new files and records;</li> <li>(ii) spreadsheet/worksheet;</li> <li>(iii) graphics;</li> <li>(iv) accounting/payroll file;</li> <li>(v) following standard procedures and using existing models/fields of information.</li> </ul> </li> <li>• Arrange routine travel bookings and itineraries, make appointments.</li> <li>• Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.</li> </ul> <p><b>B.5 Retail Employee Level 5</b></p> <p><b>B.5.1</b> An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.</p> <p><b>B.5.2</b> Indicative job titles which are usually within the definition of a Retail Employee 5 include:</p> <ul style="list-style-type: none"> <li>• A tradesperson in charge of other tradespersons within a section or department,</li> <li>• Service Supervisor (more than 15 employees).</li> </ul>	<p>documents, for example, standard correspondence and business documents; or</p> <ul style="list-style-type: none"> <li>(d) stenographer or person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment; or</li> <li>(e) copy typing and audio typing; or</li> <li>(f) maintaining records or journals, including initial processing and recording relating to any of the following: <ul style="list-style-type: none"> <li>(i) reconciliation of accounts to balance; or</li> <li>(ii) incoming or outgoing cheques; or</li> <li>(iii) invoices; or</li> <li>(iv) debit or credit items; or</li> <li>(v) payroll data; or</li> <li>(vi) petty cash imprest system; or</li> <li>(vii) letters; or</li> </ul> </li> <li>(g) using a software package that may include any of the following functions: <ul style="list-style-type: none"> <li>(i) creating new files or records; or</li> <li>(ii) spreadsheet or worksheet; or</li> <li>(iii) graphics; or</li> <li>(iv) accounting or payroll file; or</li> <li>(v) following standard procedures and using existing models or fields of information; or</li> </ul> </li> <li>(h) arranging routine travel bookings and itineraries or making appointments; or</li> <li>(i) providing general advice or information on the organisation's products and services, for example, front counter or telephone.</li> </ul> <p><b>A.5 Retail Employee Level 5</b></p> <p><b>A.5.1</b> 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.</p> <p><b>A.5.2</b> Indicative job titles that are usually within the definition of a Retail Employee Level 5 include:</p> <ul style="list-style-type: none"> <li>(a) tradesperson in charge of other tradespersons within a department or section;</li> <li>(b) service supervisor (more than 15 employees).</li> </ul> <p><b>A.6 Retail Employee Level 6</b></p> <p><b>A.6.1</b> 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.</p> <p><b>A.6.2</b> Indicative job titles that are usually within the definition of a Retail Employee Level 6 include:</p> <ul style="list-style-type: none"> <li>(a) department or section manager with 5 or more employees (including self);</li> </ul>

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<p><b>B.6 Retail Employee Level 6</b></p> <p><b>B.6.1</b> An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5.</p> <p><b>B.6.2</b> Indicative job titles which are usually within the definition of a Retail Employee 6 include:</p> <ul style="list-style-type: none"> <li>• Section/Department manager with 5 or more employees (including self),</li> <li>• Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management),</li> <li>• Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections,</li> <li>• Clerical Officer Level 3.</li> </ul> <p><b>B.6.3 Clerical Officer Level 3 characteristics:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.</li> </ul> <p><b>B.6.4</b> Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.</li> <li>• Provide specialised advice and information on the organisation’s products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.</li> <li>• *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or: <ul style="list-style-type: none"> <li>(i) create new files and records;</li> <li>(ii) maintain computer based records management systems;</li> <li>(iii) identify and extract information from internal and external sources;</li> <li>(iv) use of advanced word processing/keyboard functions.</li> </ul> </li> <li>• Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).</li> <li>• Application of specialist terminology/processes in professional offices.</li> </ul> <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p><b>B.7 Retail Employee Level 7</b></p> <p><b>B.7.1</b> An employee performing work in or in connection with a retail establishment at a higher level than a Retail</p>	<ul style="list-style-type: none"> <li>(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);</li> <li>(c) assistant or deputy or second-in-charge to a shop manager of a shop with departments or sections;</li> <li>(d) Clerical Officer Level 3.</li> </ul> <p><b>A.6.3 Clerical Officer Level 3 characteristics:</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> </ul> <p><b>A.6.4</b> Indicative typical duties and skills at this level include:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> <li>(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: <ul style="list-style-type: none"> <li>(i) create new files or records; or</li> <li>(ii) maintain computer based records management systems; or</li> <li>(iii) identify and extract information from internal and external sources; or</li> <li>(iv) use advanced word processing or keyboard functions; or</li> </ul> </li> </ul> <p>NOTE: These typical duties or skills may be either at Level 3 or Level 4 dependent on the characteristics of that particular Level.</p> <ul style="list-style-type: none"> <li>(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</li> <li>(e) applying specialist terminology or processes in professional offices.</li> </ul> <p><b>A.7 Retail Employee Level 7</b></p> <p><b>A.7.1 Retail Employee Level 7</b> means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.</p> <p><b>A.7.2</b> Indicative job titles that are usually within the definition of a Retail Employee Level 7 include:</p> <ul style="list-style-type: none"> <li>(a) visual merchandiser (Diploma); and</li> <li>(b) Clerical Officer Level 4.</li> </ul> <p><b>A.7.3 Clerical Officer Level 4 characteristics:</b></p>

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<p>Employee Level 6.</p> <p><b>B.7.2</b> Indicative job titles which are usually within the definition of a Retail Employee Level 7 include:</p> <ul style="list-style-type: none"> <li>• Visual Merchandiser (diploma),</li> <li>• Clerical Officer Level 4.</li> </ul> <p><b>B.7.3</b> <b>Clerical Officer Level 4</b> characteristics:</p> <ul style="list-style-type: none"> <li>• Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst 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 work flow, checking progress, quality of work and resolving problems.</li> <li>• They exercise initiative, discretion and judgment at times in the performance of their duties.</li> <li>• They are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration.</li> </ul> <p><b>B.7.4</b> Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.</li> <li>• Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.</li> <li>• Advise on/provide information on one or more of the following: <ul style="list-style-type: none"> <li>(i) employment conditions</li> <li>(ii) workers compensation procedures and regulations</li> <li>(iii) superannuation entitlements, procedures and regulations</li> </ul> </li> <li>• *Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or: <ul style="list-style-type: none"> <li>(i) create new files and records;</li> <li>(ii) maintain computer based management systems;</li> <li>(iii) identify and extract information from internal and external sources;</li> <li>(iv) use of advanced word processing/keyboard functions.</li> </ul> </li> </ul> <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p><b>B.8</b> <b>Retail Employee Level 8</b></p> <p><b>B.8.1</b> An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.</p> <p><b>B.8.2</b> A person with a Diploma qualification.</p>	<ul style="list-style-type: none"> <li>(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.</li> <li>(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 work flow, checking progress, quality of work and resolving problems.</li> <li>(c) Employees exercise initiative, discretion and judgment at times in the performance of their duties.</li> <li>(d) Employees are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration.</li> </ul> <p><b>A.7.4</b> Indicative typical duties and skills at this level include:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> <li>(c) giving advice or providing information on any of the following: <ul style="list-style-type: none"> <li>(i) employment conditions; or</li> <li>(ii) workers compensation procedures and regulations; or</li> <li>(iii) superannuation entitlements, procedures and regulations; or</li> </ul> </li> <li>(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: <ul style="list-style-type: none"> <li>(i) create new files or records; or</li> <li>(ii) maintain computer based management systems; or</li> <li>(iii) identify and extract information from internal and external sources; or</li> <li>(iv) use advanced word processing or keyboard functions.</li> </ul> </li> </ul> <p>NOTE: These typical duties or skills may be either at Level 3 or Level 4 dependent on the characteristics of that particular Level.</p> <p><b>A.8</b> <b>Retail Employee Level 8</b></p> <p><b>A.8.1</b> <b>Retail Employee Level 8</b> means an employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.</p> <p><b>A.8.2</b> A Retail Employee Level 8 may have a Diploma qualification.</p> <p><b>A.8.3</b> Indicative job titles that are usually within the definition of a Retail Employee Level 8 include:</p> <ul style="list-style-type: none"> <li>(a) shop manager of a shop with departments or sections; and</li> <li>(b) Clerical Officer Level 5.</li> </ul> <p><b>A.8.4</b> Clerical Officer Level 5 characteristics:</p>

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<p><b>B.8.3</b> Indicative job titles which are usually within the definition of a Retail Employee 8 include:</p> <ul style="list-style-type: none"> <li>• A Shop Manager of a shop with Departments/Sections, or</li> <li>• Clerical Officer Level 5.</li> </ul> <p><b>B.8.4</b> Clerical Officer Level 5 characteristics:</p> <ul style="list-style-type: none"> <li>• Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</li> <li>• Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/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.</li> <li>• They 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.</li> <li>• They would also be able to train and to 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.</li> <li>• The possession of relevant post secondary qualifications may be appropriate but not essential.</li> </ul> <p><b>B.8.5</b> Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• Apply knowledge of organisation’s objectives, performance, projected areas of growth, product trends and general industry conditions.</li> <li>• Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.</li> <li>• Provide reports for management in any or all of the following areas: <ul style="list-style-type: none"> <li>(i) account/financial</li> <li>(ii) staffing</li> <li>(iii) legislative requirements</li> <li>(iv) other company activities.</li> </ul> </li> <li>• Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Employees at this level are subject to broad guidance or direction and report to more senior staff as required.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(e) The possession of relevant post secondary qualifications may be appropriate but not essential.</li> </ul> <p><b>A.8.5</b> Indicative typical duties and skills at this level include:</p> <ul style="list-style-type: none"> <li>(a) applying knowledge of the organisation’s objectives, performance, projected areas of growth, product trends and general industry conditions; or</li> <li>(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</li> <li>(c) providing reports for management in any of the following areas: <ul style="list-style-type: none"> <li>(i) account or financial; or</li> <li>(ii) staffing; or</li> <li>(iii) legislative requirements; or</li> <li>(iv) other company activities.</li> </ul> </li> <li>(d) administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.</li> </ul>
	<p><b>Schedule B—Summary of Hourly Rates of Pay</b></p> <p><i>This schedule has not been reproduced here</i></p>
	<p><b>Schedule C—Summary of Monetary Allowances</b></p> <p><i>This schedule has not been reproduced here</i></p>

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	<p><b>Schedule D—School-based Apprentices</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
	<p><b>Schedule E—Supported Wage System</b></p> <p>This Schedule has not been drafted in plain language, pending the outcome of AM2013/30.</p>
	<p><b>Schedule F—National Training Wage</b></p> <p>The National Training Wage schedule is affected by AM2014/17.</p>
<p><b>Schedule G—Agreement to Take Annual Leave in Advance</b></p> <p><i>This provision has not changed – it has not been reproduced here.</i></p>	<p><b>Schedule G—Agreement to Take Annual Leave in Advance</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
<p><b>Schedule H—Agreement to Cash Out Annual Leave</b></p> <p><i>This provision has not changed – it has not been reproduced here.</i></p>	<p><b>Schedule H—Agreement to Cash Out Annual Leave</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
<p><b>Schedule F—2016 Part-day Public Holidays</b></p>	<p><b>Schedule I—2017 Part-day Public Holidays</b></p> <p>The part-day public holidays schedule may be affected by AM2014/301 <a href="#">This Schedule has not been drafted in plain language.</a></p> <p><i>This schedule has not been reproduced here</i></p>