

The General Retail Industry Award—plain language exposure draft was last published on 3 June 2019. Changes since that date are as follows:

Publication date	Amendments	Clauses affected
3 June 2019	Clause 1—Title and commencement – clauses deleted in accordance with [2019] FWCFB 1333 at [35]	1.3, 1.4 (deleted)
	Clause 2—Definitions – industry definition moved to clause 4.2 in accordance with [2017] FWCFB 3433 – [339]	2, 4.2
	Clause 6—Requests for flexible working arrangements inserted in accordance with PR701395	6
	Note inserted in accordance with [2015] FWCFB 4658 at [57].	18
	Clause 24—Overtime amended in accordance with [2019] FWCFB 3626	21.2, 24.3 (deleted), 24.4 (renumbered as 24.3)
	Incorporating changes resulting from [2019] FWCFB 2548 – Clause 41—Redundancy inserted in accordance with PR706959	38
	Exposure Draft	
29 January 2020	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	19
	Incorporating changes resulting from [2018] FWCFB 5897 at [266]	22.1, 25.1(c), Schedule B
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	C.1.1, C.1.2
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707426 , PR707622 .	17, 19, Schedule B, Schedule C, Schedule E
	Incorporating changes resulting from [2019] FWCFB 5144 at [13]	32
	Incorporating changes resulting [2019] FWCFB 5145 at [50] and PR712173	7, 25.3, 33, Schedule H
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3, 2, 4.1, 7, 9, 10, 11, 12, 15, 17, 18, 19, 21, 22, 25, 28, 33, 37, 38, Schedule A, Schedule B, Schedule C
	Incorporating change resulting from [2019] FWCFB 5409	15.9(i), 17, 25.1
	Incorporating changes resulting from [2019] FWCFB 6595 ; PR712679	21.1
	Incorporating changes resulting from [2019]	Schedule B

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Publication date	Amendments	Clauses affected
	FWCFB 7173 at [23]	
	Incorporates changes resulting from [2019] FWCFB 8398 at [9]	4.4
	Incorporates changes resulting from [2019] FWCFB 8491, PR715127	Schedule H
	Incorporating A clauses into the numbering of the exposure draft Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6
	Administrative change made by Modern Awards team	11.3, 17.1, 25.3

PLAIN LANGUAGE EXPOSURE DRAFT

General Retail Industry Award 20XX

This plain language exposure draft has been prepared by staff of the Fair Work Commission based on the *General Retail Industry Award 2010* (the Retail Award) as at 5 July 2017 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Retail Award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques to award-specific provisions.

The review of this award in accordance with section 156 of the Fair Work Act 2009 is being dealt with in matter [AM2016/15](#) and [AM2014/270](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of the decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.3 moved from clause 5 as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

- 1.1** This is the *General Retail Industry Award 20XX*.
- 1.2** This modern award, as varied, commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.

2. Definitions

In this award:

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

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

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

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

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

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

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

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

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

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

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

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

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

general retail industry is defined in clause 4.2.

immediate family means a family member as defined by section 12 of the [Act](#).

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

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

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

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

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

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave and unpaid family and domestic violence leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

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

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

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

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

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

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

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

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

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

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

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

Table 5—Junior rates means the Table in clause 17.2.

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

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

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

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

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

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

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

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

3. The National Employment Standards and this award

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

4. Coverage

Clause 4.4 amended in accordance with [\[2019\] FWCFB 8398](#) at [8]

- 4.1 This industry award covers, to the exclusion of any other modern award:
- (a) employers in the general retail industry throughout Australia; and
 - (b) employees (with a classification defined in defined in Schedule A—Classification Definitions) of employers mentioned in ~~paragraph (a)~~ clause 4.1(a).
- 4.2 **general retail industry** means the retail sale or hire of goods or services for personal, household or business consumption including:
- (a) clothing; and
 - (b) food; and
 - (c) furniture and household goods; and
 - (d) personal and recreational goods; and
 - (e) bakery shops at which the predominant activity is baking products for sale on the premises; and
 - (f) the provision of repair services for household equipment; and
 - (g) the provision of customer information or assistance at retail complexes; and
 - (h) the delivery of newspapers by employees of a newsagent,
- but excluding the following that are covered by other awards:
- (i) the retail sale or hire of goods or services by any of the following:
 - (i) community pharmacies; or
 - (ii) pharmacies in hospitals or other institutions providing an in-patient service; or
 - (iii) hair and beauty establishments; or

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- (iv) stand-alone butcher shops; or
- (v) stand-alone nurseries; or
- (vi) manufacturing or processing establishments other than seafood processing establishments; and
- (j) hair and beauty work undertaken in the theatrical, amusement or entertainment industries; and
- (k) clerical functions performed away from a retail establishment; and
- (l) warehousing and distribution; and
- (m) motor vehicle retailing and motor vehicle fuel and parts retailing; and
- (n) restaurants, cafes, hotels, motels or fast food operations; and
- (o) building, construction, installation, repair or maintenance contractors engaged to perform work at a retail establishment.

4.3 This industry award also covers:

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

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

- (a) employees excluded from award coverage by the [Act](#); or
NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument or their employers; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award or their employers; or
- (d) employers covered by any of the following awards:
 - (i) the *Fast Food Industry Award 20XX*; or
 - (ii) the *Meat Industry Award 20XX*; or
 - (iii) the *Hair and Beauty Industry Award 20XX*; or
 - (iv) the *Pharmacy Industry Award 20XX*.

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

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

~~5.—Effect of variations made by the Fair Work Commission~~

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and

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- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

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

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

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

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

5.11 An agreement may be terminated:

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

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

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

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

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

6.5 Dispute resolution

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

7. Facilitative provisions

Clause 7 updated in accordance with from [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712173](#).

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

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

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

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

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

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

8.3 Moving between types of employment

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

9. Full-time employees

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

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

10. Part-time employees

Part-time employment provisions may be affected by [AM2014/196](#)

10.1 An employee who is engaged to work for fewer than 38 ordinary hours per week and whose hours of work are reasonably predictable, is a part-time employee.

10.2 An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.

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

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- 10.4** A part-time employee is entitled to payments in respect of annual leave and personal/carer's leave on a proportionate basis.
- 10.5** At the time of engaging a part-time employee, the employer must agree in writing with the employee on a regular pattern of work that must include all of the following:
- (a) the number of hours to be worked each day; and
 - (b) the days of the week on which the employee will work; and
 - (c) the times at which the employee will start and finish work each day; and
 - (d) when meal breaks may be taken and their duration.
- 10.6** The employer and the employee may agree to vary the regular pattern of work agreed under clause 10.5 with effect from a future date or time. Any such agreement must be in writing.
- 10.7** The employer must keep a copy of any agreement under clause 10.5, and any variation of it under clause 10.6, and give another copy to the employee.
- 10.8** For any time worked in excess of the number of hours agreed under clauses 10.5 or 10.6, the part-time employee must be paid at the overtime rate specified in **Table 10—Overtime rates**.
- 10.9** The minimum daily engagement for a part-time employee is 3 consecutive hours.
- 10.10 Changes to roster**
- (a) 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.

NOTE: clause 15.7 contains additional rostering provisions.
 - (b) The roster of a part-time employee, but not the number of hours agreed under clause 10.5, may be changed at any time by mutual agreement between the employer and the employee.
 - (c) However, the roster of a part-time employee must not be changed from week to week or fortnight to fortnight or to avoid any award entitlements.

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

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Administrative change made by Modern Awards team to clause 11.3.

- 11.1** A casual employee is an employee engaged as such.

11.2 An employee who is not covered by clause 9—Full-time employees or clause 10—Part-time employees must be engaged and paid as a casual employee.

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

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

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

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

11.4 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 11.5, on each occasion on which the casual employee is rostered to attend work even if the employee works for a shorter time.

11.5 The circumstances are:

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

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

11.7 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to

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have their employment converted to part-time employment consistent with the pattern of hours previously worked.

- (e) Any request under this ~~subclause~~ clause 11.7 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.7(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 36—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clauses 10.5 and 10.6 (Part-time employment).

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- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (o) Nothing in ~~this clause~~ 11.7 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this clause~~ 11.7 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ ~~clause~~ 11.7 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ ~~clause~~ 11.7 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ ~~clause~~ 11.7(q).

12. Apprentices

12.1 An employer may engage apprentices.

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

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

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

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

12.6 Training

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

- (b) Subject to Schedule D—School-based Apprentices, time spent by an apprentice in attending training or any assessment in accordance with their training contract is to be regarded as time worked for the employer for the purpose of calculating the apprentice’s wages and determining the apprentice’s employment conditions.
- (c) An employer must reimburse an apprentice for all fees paid by the apprentice themselves to a registered training organisation (RTO) for courses that the apprentice is required to attend, and all costs incurred by the apprentice in purchasing textbooks (not provided or otherwise made available by the employer) that the apprentice is required to study, for the purposes of the apprenticeship.
- (d) The employer must make any reimbursement required under ~~paragraph (e)~~ clause 12.6(c) by whichever of the following is the later:
 - (i) 6 months after the start of the apprenticeship; or
 - (ii) 6 months after the relevant stage of the apprenticeship; or
 - (iii) 3 months after the start of the training provided by the RTO.
- (e) Reimbursement under ~~paragraph (e)~~ clause 12.6(c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.

12.7 Block release training

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

- (f) The amount an employer must pay under ~~paragraph (b) clause~~ 12.7(b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme.
- (g) The employer may only make a reduction under ~~paragraph (f) clause~~ 12.7(f) for an amount that an apprentice was eligible to receive, but did not receive, if the employer advised the apprentice in writing of the availability of the assistance and the apprentice chose not to seek it.

13. Junior employees

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

- 13.1 An employer may engage junior employees.
- 13.2 An employer must pay a junior employee in accordance with **Table 5—Junior rates**.

14. Classifications

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

Part 3—Hours of Work

15. Ordinary hours of work and rostering arrangements

Clause 15.9(i) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] – [145].

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

Table 2—Span of hours

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

- 15.2** However, ordinary hours may be worked:
- (a) from 5:00 am in a newsagency; or
 - (b) until midnight in a video shop; or
 - (c) until 11.00 pm if the trading hours of the establishment extend beyond 9.00 pm on a Monday to Friday or 6.00 pm on a Saturday or Sunday.
- 15.3** Ordinary hours of work on any day are continuous, except for rest breaks and meal breaks as specified in clause 16—Breaks.
- 15.4** Subject to clause 15.5, the maximum number of ordinary hours that can be worked on any day is 9.
- 15.5** An employer may roster an employee to work up to 11 ordinary hours on one day per week.
- 15.6 Full-time employees**
- (a) In each establishment an assessment must be made as to the kind of arrangement for working the average of 38 ordinary hours per week required for full-time employment that best suits the business of the establishment.
 - (b) Either the employer or the employee may initiate the making of an assessment.
 - (c) An assessment cannot be made more frequently than once per year.
 - (d) Any proposed arrangement arising out of the making of an assessment must be discussed with the affected employees with the objective of reaching agreement on it.
 - (e) Different groups of employees may be subject to different arrangements.
 - (f) An arrangement may provide for a full-time employee to be rostered to work the required number of hours in any of the ways mentioned in ~~paragraph (g) clause 15.6(g)~~ and may adopt any of the options mentioned in ~~paragraph (h) clause 15.6(h)~~ for working the average of 38 hours per week.
 - (g) The ways are:
 - (i) working 38 hours per week; or
 - (ii) working 76 hours over 2 consecutive weeks; or
 - (iii) working 114 hours over 3 consecutive weeks; or
 - (iv) working 152 hours over 4 consecutive weeks; or
 - (v) working an average of 38 hours per week over a longer period agreed between the employer and the employee.
 - (h) The options are:
 - (i) working 5 days of 7 hours and 36 minutes each per week; or

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

15.7 Rostering arrangements

- (a) A roster period cannot exceed 4 weeks except by agreement in clause 15.6(g)(v).
- (b) The employer must not roster an employee to work ordinary hours on more than 5 days per week, except as provided by ~~paragraph clause~~ 15.7(c).
- (c) The employer may roster an employee to work ordinary hours on 6 days in one week if the employee is rostered to work ordinary hours on no more than 4 days in the following week.
- (d) **Consecutive days off**
 - (i) The employer must roster an employee to work ordinary hours in such a way that they have 2 consecutive days off per week or 3 consecutive days off per 2 week cycle.
 - (ii) ~~Paragraph (i) Clause~~ 15.7(d)(i) is subject to any agreement for different arrangements entered into between the employer and an individual employee at the written request of the employee.
 - (iii) Different arrangements agreed under ~~paragraph (ii) clause~~ 15.7(d)(ii) must be recorded in the time and wages record.
 - (iv) The employee may end an agreement under ~~paragraph (ii) clause~~ 15.7(d)(ii) at any time by giving the employer 4 weeks' notice.
 - (v) An employee cannot be required as a condition of employment to make a request under ~~paragraph (ii) clause~~ 15.7(d)(ii).
- (e) **Consecutive days of work**

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

15.8 Employees regularly working Sundays

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

15.9 Notification of rosters

- (a) The employer must ensure that the work roster is available to all employees, either exhibited on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- (b) The roster must show for each employee:
 - (i) the number of ordinary hours to be worked by them each week; and
 - (ii) the days of the week on which they will work; and
 - (iii) the times at which they start and finish work.
- (c) The employer must retain a copy of each completed work roster for at least 12 months and produce it, on request, for inspection by an authorised person.
- (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.
- (e) The employer may make permanent roster changes at any time by giving the employee at least 7 days' written notice of the change. If the employee disagrees with the change, the period of written notice of the change required to be given is extended to at least 14 days in total.
- (f) The employer and employee may seek to resolve a dispute about a roster change in accordance with clause 36—Dispute resolution.
- (g) ~~Paragraph (h)~~ Clause 15.9(h) applies to an employee whose roster is changed in a particular week for a one-off event that does not constitute an emergency and then reverts to the previous roster in the following week.
- (h) The employer must pay the employee at the overtime rate specified in **Table 10—Overtime rates** for any extra time worked by the employee because of the roster change in clause 15.9(g).
- (i) An employer must not change the roster of an employee with the intention of avoiding payment of ~~shiftwork or penalty rates~~ penalties, loadings or other applicable benefits. If the employer does so, the employee must be paid any ~~shiftwork or penalty rates~~ penalties, loadings or benefits as if the roster had not been changed.

NOTE 1: Clause 10.10 contains additional rostering provisions for part-time employees.

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

16. Breaks

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

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

rest breaks as specified in column 2 or a meal break or meal breaks as specified in column 3.

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

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

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

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

- 16.3** The timing of rest and meal breaks and their duration are to be included in the roster and are subject to the roster provisions of this award.
- 16.4** In rostering rest and meal breaks, the employer must seek to ensure that the employee has meaningful breaks during work hours.
- 16.5** An employer cannot require an employee:
- (a) to take a rest break or meal break within the first or the last hour of work; or
 - (b) to take a rest break combined with a meal break; or
 - (c) to work more than 5 hours without taking a meal break.
- 16.6 Breaks between work periods**
- (a) An employee must have a minimum break of 12 hours between when the employee finishes work on one day and starts work on the next.
 - (b) If an employee starts work again without having had 12 hours off work, the employer must pay the employee at the rate of **200%** of the rate they would be entitled to until the employee has a break of 12 consecutive hours.

- (c) The employee must not suffer any loss of pay for ordinary hours not worked during the period of a break required by clause 16.6.
- (d) The employer and an individual employee or a group of employees may agree that clause 16.6 is to have effect as if it provided for a minimum break of 10 hours.

Part 4—Wages and Allowances

17. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
Clause 17 amended in accordance with [2019] FWCFB 5409 at [6], [114] and [141]–[145].
Administrative change made by Modern Awards team to clause 17.1.

17.1 Adult rates

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

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

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

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

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

Table 4—Minimum rates

Column 1 Employee classification	Column 2 Minimum weekly rate <u>(full-time employee)</u>	Column 3 Minimum hourly rate
	\$	\$
Retail Employee Level 1	813.60	21.41
Retail Employee Level 2	833.00	21.92
Retail Employee Level 3	846.00	22.26
Retail Employee Level 4	862.50	22.70
Retail Employee Level 5	898.00	23.63
Retail Employee Level 6	911.00	23.97
Retail Employee Level 7	956.70	25.18
Retail Employee Level 8	995.50	26.20

17.2 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 5—Junior rates** the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 4—Minimum rates**.

Table 5—Junior rates

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%

17.3 Apprentice rates

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

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

Column 1 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 7—4 year apprentice minimum rates (start January 2014 or later)**.

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

Column 1 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 8—3 year apprentice minimum rates (pre-January 2014 start)**.

Table 8—3 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%

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

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

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

17.4 Adult apprentices

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

- (a) An employer must pay a first year adult apprentice who began the apprenticeship on 1 January 2014 or later and is in the first year of their apprenticeship at not less than whichever of the following is the greater:
 - (i) 80% of the standard weekly rate; or
 - (ii) the rate in either **Table 7—4 year apprentice minimum rates (start January 2014 or later)** or **Table 9—3 year apprentice minimum rates (start January 2014 or later)**, as applicable, for the first year of the apprenticeship.
- (b) An employer must pay an adult apprentice who commenced on 1 January 2014 or later and is in the second or a subsequent year of the apprenticeship at not less than whichever of the following is the greater:
 - (i) the lowest rate in **Table 4—Minimum rates**;
 - (ii) the rate in either **Table 7—4 year apprentice minimum rates (start January 2014 or later)** or **Table 9—3 year apprentice minimum rates (start January 2014 or later)**, as applicable, for the relevant year of the apprenticeship.
- (c) ~~Paragraph (d) Clause~~ 17.4(d) applies to an employee who, immediately before entering into a training agreement as an adult apprentice with an employer, had been employed by the employer as a full-time employee for not less than 6 months, or as a part-time or 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.

~~NOTE: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates including overtime and penalties.~~

17.5 Higher duties

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

17.6 Supported wage system

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

17.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX+0* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX+0* as at 1 July 2019~~2018~~. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX+0* is to be read as referring to the *General Retail Industry Award 20XX+0* and not the *Miscellaneous Award 20XX+0*.

18. Higher duties

18. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

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

- 18.1** The employer may determine the pay period of an employee as being either weekly or fortnightly. However, if before 1 January 2010 the employer paid employees classified at Retail Employee Level 4 or above on a monthly pay cycle, the employer may continue that arrangement.
- 18.2** Wages must be paid for a pay period according to the number of hours worked by the employee in the period or they may be averaged over a fortnight.
- 18.3 Pay day**
 - (a) Wages must be paid on a regular pay day.
 - (b) Employers must notify employees in writing about which day is the regular pay day.
 - (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks’ written notice.
- 18.4 Payment on termination of employment**
 - (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

- (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 18.4(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

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

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

~~20.—Supported wage system~~

~~21.—National training wage~~

19. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFCB 4658](#) at [57].

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

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

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

19.2 Meal allowance

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

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- (ii) the employee was not given at least 24 hours' notice of that requirement; and
 - (iii) the employee cannot reasonably return home for a meal within the period of the meal break.
- (b) The employer must:
- (i) pay the employee a meal allowance of **\$18.87**; or
 - (ii) supply the employee with a meal.
- (c) If the number of hours worked under a requirement mentioned in ~~paragraph (a)(i) clause~~ 19.2(a)(i) exceeds 4, the employer must pay the employee a further meal allowance of **\$17.10**.

19.3 Special clothing allowance

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

19.4 Excess travelling costs

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

19.5 Travelling time reimbursement

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

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

19.6 Moving expenses

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

19.7 Motor vehicle allowance

If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of **\$0.78** for each kilometre travelled.

19.8 Transport reimbursement

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

19.9 Cold work allowance

- (a) Clause 19.9 applies to an employee who is principally employed on any day to enter cold chambers or to stock or refill refrigerated storages such as dairy cases or freezer cabinets.
- (b) The employer must pay the employee an allowance of **\$0.30** per hour while so employed.
- (c) If a cold chamber in which the employee is required to work is below 0°C, the employer must pay the employee an additional allowance of **\$0.45** per hour while so employed.

19.10 First aid allowance

- (a) Clause 19.10 applies to an employee who:

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- (i) has a current first aid qualification from St John Ambulance Australia or a similar body; and
 - (ii) is appointed by the employer to perform first aid duty.
- (b) The employer must pay the employee an allowance of **\$11.21** per week.

19.11 Recall allowance

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

19.12 Liquor licence

The employer must pay an employee who holds a liquor licence under a relevant State or Territory law an allowance of **\$26.74** per week.

19.13 Broken Hill

The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of **\$0.97** per hour.

20. Superannuation

20.1 Superannuation legislation

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

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

20.4 Superannuation fund

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

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

20.5 Absence from work

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

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

Part 5—Overtime and Penalty Rates

21. Overtime

Clause 21.1 amended in accordance with [\[2019\] FWCFB 6595](#) and [PR712679](#).

21.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and ~~this~~ clause 21.1, an employer may require an employee ~~other than a casual~~ to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of ~~this~~ clause 21.1 the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;

- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms in this award inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

21.2 Payment of overtime

- (a) An employer must pay an employee for hours worked in excess of the ordinary hours of work or outside the span of hours (excluding shiftwork) or outside the roster conditions prescribed in clause 15—Ordinary hours of work at the overtime rate specified in column 2 of **Table 10—Overtime rates**.
- (b) An employer must pay a part-time employee for hours worked in excess of the agreed hours in clause 10.5 or as varied under clause 10.6 at the overtime rate specified in column 2 of **Table 10—Overtime rates**.
- (c) An employer must pay a casual employee at the overtime rate specified in column 3 of **Table 10—Overtime rates** (inclusive of the casual loading) for hours worked by the casual employee:
 - (i) in excess of 38 ordinary hours per week or, if the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle; or
 - (ii) outside the span of ordinary hours for each day specified in clause 15.1 (Ordinary hours of work), subject to clause 15.2; or
 - (iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.
- (d) Overtime is calculated on a daily basis.
- (e) **Overtime rate**

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

Table 10—Overtime rates

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

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

21.3 Time off instead of payment for overtime

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

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

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time to be paid for overtime covered by an agreement under clause 21.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (c)~~ clause 21.3(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.3 will apply for overtime that has been worked.

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

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

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

22. Penalty rates

Clause 22.1 updated in accordance with [\[2018\] FWCFB 5897](#) at [266].

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

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

- (a) for a full-time or part-time employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the employee under **Table 4—Minimum rates**; or
- (b) for a casual employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee under **Table 4—Minimum rates**.

Table 11—Penalty rates

Column 1 Time of ordinary hours worked	Column 2 Full-time and part-time employees	Column 3 Casual employees
	% of minimum hourly rate	% of minimum hourly rate (inclusive of casual loading)
Monday to Friday—after 6.00 pm	125%	
Monday to Friday—after 6.00 pm (1 November 2018 to 30 September 2019)		130%
Monday to Friday—after 6.00 pm (1 October 2019 to 29 February 2020)		135%
Monday to Friday—after 6.00 pm (1 March 2020 to 30 September 2020)		140%
Monday to Friday—after 6.00 pm (1 October 2020 to 28 February 2021)		145%
Monday to Friday—after 6.00 pm (from 1 March 2021)		150%
Saturday – <u>all ordinary hours</u>	125%	135% (for work between 7.00 am and 6.00 pm)
Saturday (1 November 2018 to 30 September 2019)		140%
Saturday – <u>all ordinary hours</u> (1 October 2019 to 29 February 2020)		145%
Saturday – <u>all ordinary hours</u> (from 1 March 2020)		150%
Sunday (1 July 2018 to 30 June 2019)	180%	185%
Sunday – <u>all ordinary hours</u> (1 July 2019 to 30 June 2020)	165%	175%
Sunday – <u>all ordinary hours</u> (From 1 July 2020)	150%	175%
Public holiday – <u>all ordinary hours</u>	225%	250%

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

22.2 Additional provisions for work on public holidays

This clause is subject to application [AM2014/301](#)

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

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

Part 6—Shiftwork

23. Application of Part

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

24. What is shiftwork

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

25. Rate of pay for shiftwork

Clause 25 restructured in accordance with [\[2019\] FWCFB 5409](#) at [6].

Clause 25.1(c) updated in accordance with from [\[2018\] FWCFB 5897](#) at [266] and to correct a typographical error.

Clause 25.2(c) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] – [145].

Clause 25.3 updated in accordance with from [\[2019\] FWCFB 5145](#) at [50] and [PR712173](#). This clause was not subject to the decision and the amendment has been made to ensure consistency with the decision.

25.1 Shiftwork rates

- (a) Any shiftwork between midnight Sunday and midnight Friday must be paid at the rate of **130%** of the minimum hourly rate for full-time and part-time employees and at **155%** of the minimum hourly rate for casual employees (inclusive of the casual loading).
- (b) Any shiftwork on a Saturday must be paid at the rate of **150%** of the minimum hourly rate for full-time and part-time employees and at **175%** of the minimum hourly rate for casual employees, inclusive of the casual loading.
- (c) Any shiftwork on a Sunday must be paid as follows:
 - ~~(d) From 1 November 2018 to 30 June 2019, at the rate of **195%** of the minimum hourly rate for full-time and part-time employees and at **220%** of the minimum hourly rate for casual employees, inclusive of the casual loading;~~
 - (i) From 1 July 2019 to 30 June ~~2020~~2019, at the rate of **190%** of the minimum hourly rate for full-time and part-time employees and at **215%** of the minimum hourly rate for casual employees, inclusive of the casual loading; and
 - (ii) From 1 July 2020, at the rate of **175%** of the minimum hourly rate for full-time and part-time employees and at **200%** of the minimum hourly rate for casual employees, inclusive of the casual loading.

25.2 Baking production employees—early morning shift rates

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

25.3 Public holiday shift rates

- ~~(a)~~ (a) If an employee elects to work on a public holiday shift then the provisions set out in **Table 11—Penalty rates** apply for all hours of the shift.
- ~~(b)~~ (b) A shift must be taken to be a public holiday shift if it begins on a public holiday but ends on a day that is not a public holiday.
- ~~(c)~~ (c) An employee who elects not to work on a public holiday shift is entitled to be absent without loss of pay.
- ~~(d)~~ (d) ~~An employer and employee may agree to substitute another shift for a shift that would otherwise be on a public holiday under the NES. 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 **Table 11—Penalty rates** apply for all hours of the substitute shift.~~
- (e) The provisions set out in **Table 11—Penalty rates** apply for all hours of the substitute shift.

26. Rest breaks and meal breaks

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

27. Rostering restrictions

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

Part 7—Leave and Public Holidays

28. Annual leave

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

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

28.2 Additional paid annual leave for certain shiftworkers

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

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

28.3 Additional payment for annual leave

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

28.4 Temporary close-down

This clause is subject to application [AM2014/47](#). See also [\[2017\] FWC 5861](#).

- (a) Clause 28.4 applies if an employer:
 - (i) intends to close down its operations at all or part of a workplace for a particular period (**temporary close down period**); and
 - (ii) wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees at least 4 weeks' notice of a temporary close down period.
- (c) The employer may require any affected employee to take a period of paid annual leave during a temporary close down period.

28.5 Excessive leave accruals: general provision

NOTE: Clauses 28.5 to 28.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

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

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

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

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

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

28.7 Excessive leave accruals: request by employee for leave

- (a) Clause 28.7 comes into operation on 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 28.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under ~~paragraph (b) clause~~ 28.7(b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 28.6(a) that, when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under ~~paragraph (b) clause~~ 28.7(b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under ~~paragraph (b) clause~~ 28.7(b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 28.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under ~~paragraph (b) clause~~ 28.7(b).

28.8 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

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

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

28.9 Cashing out of annual leave

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

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

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

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

29. Personal/carer's leave and compassionate leave

- 29.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).
- 29.2 Subject to clause 29.3, casual employees are entitled to be absent from work (whether by making themselves unavailable for work or by leaving work) to care for a person who requires care or support because of:
- (a) illness or an injury; or
 - (b) an emergency.
- 29.3 A casual employee may only be absent from work under clause 29.2 for a period of up to 48 hours.
- 29.4 With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 29.2 for longer than 48 hours.
- 29.5 A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 29.2.

30. Parental leave and related entitlements

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

31. Community service leave

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

32. Unpaid family and domestic violence leave

Clause 32 inserted and previous clause 36 deleted in accordance with from [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

~~issued by the police service, a court or family violence support service, or a statutory declaration.~~

33. Public holidays

Clause 33 updated in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712173](#). The determination has been incorporated into the exposure draft using Plain Language principles.

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

33.2 Substitution of public holidays by agreement

~~(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES. The employer and a majority of the employees at a workplace may agree to substitute another day for a public holiday.~~

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

33.3 Payment for work on public holiday or substitute day

(a) An employer must pay an employee who works on a public holiday or on a day that is substituted for a public holiday at the public holiday penalty rate set out in **Table 11—Penalty rates**~~Table 10—Overtime rates~~.

(b) ~~However, if~~ If an employee works on both a public holiday and on a day that is substituted for the public holiday, the public holiday penalty rate is applicable to only one of those days. The employee may choose which one is to be paid at the public holiday penalty rate.

~~(c) An employer must pay an employee who works on a part-day public holiday or the substitute part-day at the public holiday penalty rate set out in Table 11—Penalty rates.~~

~~(d) If an employee works on both the part-day holiday and the substitute part-day, the public holiday penalty rate is applicable to only one of those days. The employee may choose which part-day is to be paid at the public holiday penalty rate.~~

33.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule H—Part-day Public Holidays.

Part 8—Consultation and Dispute Resolution

34. Consultation about major workplace change

- 34.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 34.2** For the purposes of the discussion under clause 34.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 34.3** Clause 34.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 34.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 34.1(b).
- 34.5** In clause 34 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

34.6 Where this award makes provision for alteration of any of the matters defined at clause 34.5, such alteration is taken not to have significant effect.

35. Consultation about changes to rosters or hours of work

35.1 Clause 35 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

35.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

35.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 35.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

35.4 The employer must consider any views given under clause 35.3(b).

35.5 Clause 35 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

36. Dispute resolution

36.1 Clause 36 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

36.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

36.3 If the dispute is not resolved through discussion as mentioned in clause 36.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

36.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 36.2 and 36.3, a party to the dispute may refer it to the Fair Work Commission.

36.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

- 36.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 36.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 36.
- 36.8** While procedures are being followed under clause 36 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 36.9** Clause 36.8 is subject to any applicable work health and safety legislation.

Part 9—Termination of Employment and Redundancy

37. Termination of employment

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

37.1 Notice of termination by an employee

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

Table 12—Period of notice

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

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

- (c) In ~~paragraph (b)~~clause 37.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).

- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 37.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 37.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 37.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 37.1(d) must not be unreasonable in the circumstances.

37.2 Job search entitlement

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

38. Redundancy

38.1 Transfer to lower paid duties on redundancy

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

38.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).

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- (b) The employee is entitled to receive the benefits and payments they would have received under clause 38 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

38.3 Job search entitlement

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

Schedule A—Classification Definitions

A.1 Retail Employee Level 1

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

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

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

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

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

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

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

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

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

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

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

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

A.2 Retail Employee Level 2

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

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

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

A.3 Retail Employee Level 3

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

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

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

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

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

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

A.4 Retail Employee Level 4

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

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

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

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

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

A.4.4 Clerical Officer Level 2 characteristics:

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

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

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

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

A.5 Retail Employee Level 5

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

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

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

A.6 Retail Employee Level 6

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

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

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

A.6.3 Clerical Officer Level 3 characteristics:

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

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

- (a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; post journals to ledger; or
- (b) providing specialised advice or information on the organisation's products and services; responding to client or public or supplier problems within own functional area utilising a high degree of interpersonal skills; or
- (c) applying one or more computer software packages developed for a micro personal computer or a central computer resource to do any of the following:
 - (i) create new files or records; or
 - (ii) maintain computer based records management systems; or
 - (iii) identify and extract information from internal and external sources; or
 - (iv) use advanced word processing or keyboard functions; or

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

- (d) arranging travel bookings and itineraries; making appointments; screening telephone calls; responding to invitations; organising internal meetings on behalf of executive(s); establishing and maintaining reference lists or personal contact systems for executive(s); or
- (e) applying specialist terminology or processes in professional offices.

A.7 Retail Employee Level 7

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

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

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

A.7.3 Clerical Officer Level 4 characteristics:

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

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

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

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

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

A.8 Retail Employee Level 8

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

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

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

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

A.8.4 Clerical Officer Level 5 characteristics:

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

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

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

Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Schedule B updated in accordance with from [\[2018\] FWCFB 5897](#) at [266].

NOTE at the beginning of Schedule B deleted in accordance with [\[2019\] FWCFB 7173](#) at [23].

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

~~NOTE: Employers who pay wages in accordance with this schedule satisfy their obligations under the award to pay wages for hours worked.~~

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

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

	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of minimum hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
Retail Employee Level 1	21.41	26.76	26.76	35.33	48.17
Retail Employee Level 2	21.92	27.40	27.40	36.17	49.32
Retail Employee Level 3	22.26	27.83	27.83	36.73	50.09
Retail Employee Level 4	22.70	28.38	28.38	37.46	51.08
Retail Employee Level 5	23.63	29.54	29.54	38.99	53.17
Retail Employee Level 6	23.97	29.96	29.96	39.55	53.93
Retail Employee Level 7	25.18	31.48	31.48	41.55	56.66
Retail Employee Level 8	26.20	32.75	32.75	43.23	58.95

Commented [FWC1]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC2]: Relevant percentage in cl. 22.1(b).

¹ Monday to Friday after 6.00 pm.

² Sunday rate from ~~1 July 2019 – 30 June 2020~~ ~~1 July 2018 – 30 June 2019~~.

B.1.1 Full-time and part-time adult shiftworkers—shiftwork and penalty rates

	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
		Monday to Friday			Saturday	Sunday ³
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
	% of minimum hourly rate					
	130%	112.5%	130%	150%	200/190%	225%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1	27.83	24.09	27.83	32.12	40.68	48.17
Retail Employee Level 2	28.50	24.66	28.50	32.88	41.65	49.32
Retail Employee Level 3	28.94	25.04	28.94	33.39	42.29	50.09
Retail Employee Level 4	29.51	25.54	29.51	34.05	43.13	51.08
Retail Employee Level 5	30.72	26.58	30.72	35.45	44.90	53.17
Retail Employee Level 6	31.16	26.97	31.16	35.96	45.54	53.93
Retail Employee Level 7	32.73	28.33	32.73	37.77	47.84	56.66
Retail Employee Level 8	34.06	29.48	34.06	39.30	49.78	58.95

Commented [FWC3]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC4]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees (BPE):

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

B.1.2 All full-time and part-time adult employees—overtime rates

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 1	32.12	42.82	42.82	53.53
Retail Employee Level 2	32.88	43.84	43.84	54.80
Retail Employee Level 3	33.39	44.52	44.52	55.65

Commented [FWC5]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC6]: Relevant percentage in cl. 21.2(e).

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 4	34.05	45.40	45.40	56.75
Retail Employee Level 5	35.45	47.26	47.26	59.08
Retail Employee Level 6	35.96	47.94	47.94	59.93
Retail Employee Level 7	37.77	50.36	50.36	62.95
Retail Employee Level 8	39.30	52.40	52.40	65.50

Commented [FWC5]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC6]: Relevant percentage in cl. 21.2(e).

B.2 Casual adult employees

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

	Ordinary hours	Monday to Friday after 6.00 pm	Saturday ¹	Sunday ²	Public holiday
	% of minimum hourly rate				
	125%	135%	135 145%	145 175	250%
	\$		\$	\$	\$
Retail Employee Level 1	26.76	<u>\$28.90</u>	31.04	37.47	53.53
Retail Employee Level 2	27.40	<u>\$29.59</u>	31.78	38.36	54.80
Retail Employee Level 3	27.83	<u>\$30.05</u>	32.28	38.96	55.65
Retail Employee Level 4	28.38	<u>\$30.65</u>	32.92	39.73	56.75
Retail Employee Level 5	29.54	<u>\$31.90</u>	34.26	41.35	59.08
Retail Employee Level 6	29.96	<u>\$32.36</u>	34.76	41.95	59.93
Retail Employee Level 7	31.48	<u>\$33.99</u>	36.51	44.07	62.95
Retail Employee Level 8	32.75	<u>\$35.37</u>	37.99	45.85	65.50

Commented [FWC7]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC8]: Relevant percentage in cl. 22.1(b).

¹ Saturday rate from 1 October 2019 to 29 February 2020.

² Sunday rate from 1 July 2019 to 30 June 2020 ~~1 July 2018 to 30 June 2019~~.

B.2.2 Casual adult shiftworkers—shiftwork and penalty rates

	Other than baking production employees (OBPE)	Baking production employees (BPE)		All shiftworkers		
		<u>Early morning shifts</u>				
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
	% of minimum hourly rate					
	155%	137.5%	155%	175%	225 215%	250%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1	33.19	29.44	33.19	37.47	46.03	53.53
Retail Employee Level 2	33.98	30.14	33.98	38.36	47.13	54.80
Retail Employee Level 3	34.50	30.61	34.50	38.96	47.86	55.65
Retail Employee Level 4	35.19	31.21	35.19	39.73	48.81	56.75
Retail Employee Level 5	36.63	32.49	36.63	41.35	50.80	59.08
Retail Employee Level 6	37.15	32.96	37.15	41.95	51.54	59.93
Retail Employee Level 7	39.03	34.62	39.03	44.07	54.14	62.95
Retail Employee Level 8	40.61	36.03	40.61	45.85	56.33	65.50

Commented [FWC9]: Minimum weekly rate in cl 17.1 ÷ 38 hours in cl. 17.1.

Commented [FWC10]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees (BPE):

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

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

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with **Table 5—Junior rates**. Adult rates apply from 21 years of age in accordance with **Table 4—Minimum rates**.

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

	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of junior hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
Retail Employee Level 1					
15 years of age and under	9.63	12.04	12.04	15.89	21.67
16 years of age	10.71	13.39	13.39	17.67	24.10
17 years of age	12.85	16.06	16.06	21.20	28.91
18 years of age	14.99	18.74	18.74	24.73	33.73
19 years of age	17.13	21.41	21.41	28.26	38.54
20 years of age and employed by the employer for 6 months or less	19.27	24.09	24.09	31.80	43.36
20 years of age and employed by the employer for more than 6 months	21.41	26.76	26.76	35.33	48.17
Retail Employee Level 2					
15 years of age and under	9.86	12.33	12.33	16.27	22.19
16 years of age	10.96	13.70	13.70	18.08	24.66
17 years of age	13.15	16.44	16.44	21.70	29.59
18 years of age	15.34	19.18	19.18	25.31	34.52
19 years of age	17.54	21.93	21.93	28.94	39.47
20 years of age and employed by the employer for 6 months or less	19.73	24.66	24.66	32.55	44.39
20 years of age and employed by the employer for more than 6 months	21.92	27.40	27.40	36.17	49.32
Retail Employee Level 3					
15 years of age and under	10.02	12.53	12.53	16.53	22.55
16 years of age	11.13	13.91	13.91	18.36	25.04
17 years of age	13.36	16.70	16.70	22.04	30.06
18 years of age	15.58	19.48	19.48	25.71	35.06

Commented [FWC11]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC12]: Relevant percentage in cl. 22.1(b).

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	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of junior hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
19 years of age	17.81	22.26	22.26	29.39	40.07
20 years of age and employed by the employer for 6 months or less	20.04	25.05	25.05	33.07	45.09
20 years of age and employed by the employer for more than 6 months	22.26	27.83	27.83	36.73	50.09
Retail Employee Level 4					
15 years of age and under	10.21	12.76	12.76	16.85	22.97
16 years of age	11.35	14.19	14.19	18.73	25.54
17 years of age	13.62	17.03	17.03	22.47	30.65
18 years of age	15.89	19.86	19.86	26.22	35.75
19 years of age	18.16	22.70	22.70	29.96	40.86
20 years of age and employed by the employer for 6 months or less	20.43	25.54	25.54	33.71	45.97
20 years of age and employed by the employer for more than 6 months	22.70	28.38	28.38	37.46	51.08
Retail Employee Level 5					
15 years of age and under	10.63	13.29	13.29	17.54	23.92
16 years of age	11.82	14.78	14.78	19.50	26.60
17 years of age	14.18	17.73	17.73	23.40	31.91
18 years of age	16.54	20.68	20.68	27.29	37.22
19 years of age	18.91	23.64	23.64	31.20	42.55
20 years of age and employed by the employer for 6 months or less	21.27	26.59	26.59	35.10	47.86
20 years of age and employed by the employer for more than 6 months	23.63	29.54	29.54	38.99	53.17
Retail Employee Level 6					
15 years of age and under	10.79	13.49	13.49	17.80	24.28
16 years of age	11.99	14.99	14.99	19.78	26.98
17 years of age	14.38	17.98	17.98	23.73	32.36

Commented [FWC11]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC12]: Relevant percentage in cl. 22.1(b).

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	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of junior hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
18 years of age	16.78	20.98	20.98	27.69	37.76
19 years of age	19.18	23.98	23.98	31.65	43.16
20 years of age and employed by the employer for 6 months or less	21.58	26.98	26.98	35.61	48.56
20 years of age and employed by the employer for more than 6 months	23.97	29.96	29.96	39.55	53.93
Retail Employee Level 7					
15 years of age and under	11.33	14.16	14.16	18.69	25.49
16 years of age	12.59	15.74	15.74	20.77	28.33
17 years of age	15.11	18.89	18.89	24.93	34.00
18 years of age	17.62	22.03	22.03	29.07	39.65
19 years of age	20.14	25.18	25.18	33.23	45.32
20 years of age and employed by the employer for 6 months or less	22.66	28.33	28.33	37.39	50.99
20 years of age and employed by the employer for more than 6 months	25.18	31.48	31.48	41.55	56.66
Retail Employee Level 8					
15 years of age and under	11.79	14.74	14.74	19.45	26.53
16 years of age	13.10	16.38	16.38	21.62	29.48
17 years of age	15.72	19.65	19.65	25.94	35.37
18 years of age	18.34	22.93	22.93	30.26	41.27
19 years of age	20.96	26.20	26.20	34.58	47.16
20 years of age and employed by the employer for 6 months or less	23.58	29.48	29.48	38.91	53.06
20 years of age and employed by the employer for more than 6 months	26.20	32.75	32.75	43.23	58.95

Commented [FWC11]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC12]: Relevant percentage in cl. 22.1(b).

¹ Monday to Friday after 6.00 pm.

² Sunday rate from ~~1 July 2019 to 30 June 2020~~ 1 July 2018 to 30 June 2019.

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

	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
% of junior hourly rate						
	130%	112.5%	130%	150%	200 190%	225%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1						
15 years of age and under	12.52	10.83	12.52	14.45	18.30	21.67
16 years of age	13.92	12.05	13.92	16.07	20.35	24.10
17 years of age	16.71	14.46	16.71	19.28	24.42	28.91
18 years of age	19.49	16.86	19.49	22.49	28.48	33.73
19 years of age	22.27	19.27	22.27	25.70	32.55	38.54
20 years of age and employed by the employer for 6 months or less	25.05	21.68	25.05	28.91	36.61	43.36
20 years of age and employed by the employer for more than 6 months	27.83	24.09	27.83	32.12	40.68	48.17
Retail Employee Level 2						
15 years of age and under	12.82	11.09	12.82	14.79	18.73	22.19
16 years of age	14.25	12.33	14.25	16.44	20.82	24.66
17 years of age	17.10	14.79	17.10	19.73	24.99	29.59
18 years of age	19.94	17.26	19.94	23.01	29.15	34.52
19 years of age	22.80	19.73	22.80	26.31	33.33	39.47
20 years of age and employed by the employer for 6 months or less	25.65	22.20	25.65	29.60	37.49	44.39

Commented [FWC13]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC14]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of junior hourly rate					
	130%	112.5%	130%	150%	200 190%	225%
	\$	\$	\$	\$	\$	\$
20 years of age and employed by the employer for more than 6 months	28.50	24.66	28.50	32.88	41.65	49.32
Retail Employee Level 3						
15 years of age and under	13.03	11.27	13.03	15.03	19.04	22.55
16 years of age	14.47	12.52	14.47	16.70	21.15	25.04
17 years of age	17.37	15.03	17.37	20.04	25.38	30.06
18 years of age	20.25	17.53	20.25	23.37	29.60	35.06
19 years of age	23.15	20.04	23.15	26.72	33.84	40.07
20 years of age and employed by the employer for 6 months or less	26.05	22.55	26.05	30.06	38.08	45.09
20 years of age and employed by the employer for more than 6 months	28.94	25.04	28.94	33.39	42.29	50.09
Retail Employee Level 4						
15 years of age and under	13.27	11.49	13.27	15.32	19.40	22.97
16 years of age	14.76	12.77	14.76	17.03	21.57	25.54
17 years of age	17.71	15.32	17.71	20.43	25.88	30.65
18 years of age	20.66	17.88	20.66	23.84	30.19	35.75
19 years of age	23.61	20.43	23.61	27.24	34.50	40.86

Commented [FWC13]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC14]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
		Monday to Friday		Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of junior hourly rate					
	130%	112.5%	130%	150%	200 190%	125%
	\$	\$	\$	\$	\$	\$
20 years of age and employed by the employer for 6 months or less	26.56	22.98	26.56	30.65	38.82	45.97
20 years of age and employed by the employer for more than 6 months	29.51	25.54	29.51	34.05	43.13	51.08
Retail Employee Level 5						
15 years of age and under	13.82	11.96	13.82	15.95	20.20	23.92
16 years of age	15.37	13.30	15.37	17.73	22.46	26.60
17 years of age	18.43	15.95	18.43	21.27	26.94	31.91
18 years of age	21.50	18.61	21.50	24.81	31.43	37.22
19 years of age	24.58	21.27	24.58	28.37	35.93	42.55
20 years of age and employed by the employer for 6 months or less	27.65	23.93	27.65	31.91	40.41	47.86
20 years of age and employed by the employer for more than 6 months	30.72	26.58	30.72	35.45	44.90	53.17
Retail Employee Level 6						
15 years of age and under	14.03	12.14	14.03	16.19	20.50	24.28
16 years of age	15.59	13.49	15.59	17.99	22.78	26.98
17 years of age	18.69	16.18	18.69	21.57	27.32	32.36
18 years of age	21.81	18.88	21.81	25.17	31.88	37.76
19 years of age	24.93	21.58	24.93	28.77	36.44	43.16
20 years of age and employed by the employer for 6 months or less	28.05	24.28	28.05	32.37	41.00	48.56

Commented [FWC13]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC14]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE)		All shiftworkers		
		<u>Early morning shifts</u>		Saturday	Sunday ³	Public holiday
		Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am			
% of junior hourly rate						
	130%	112.5%	130%	150%	200 190%	225%
	\$	\$	\$	\$	\$	\$
20 years of age and employed by the employer for more than 6 months	31.16	26.97	31.16	35.96	45.54	53.93
Retail Employee Level 7						
15 years of age and under	14.73	12.75	14.73	17.00	21.53	25.49
16 years of age	16.37	14.16	16.37	18.89	23.92	28.33
17 years of age	19.64	17.00	19.64	22.67	28.71	34.00
18 years of age	22.91	19.82	22.91	26.43	33.48	39.65
19 years of age	26.18	22.66	26.18	30.21	38.27	45.32
20 years of age and employed by the employer for 6 months or less	29.46	25.49	29.46	33.99	43.05	50.99
20 years of age and employed by the employer for more than 6 months	32.73	28.33	32.73	37.77	47.84	56.66
Retail Employee Level 8						
15 years of age and under	15.33	13.26	15.33	17.69	22.40	26.53
16 years of age	17.03	14.74	17.03	19.65	24.89	29.48
17 years of age	20.44	17.69	20.44	23.58	29.87	35.37
18 years of age	23.84	20.63	23.84	27.51	34.85	41.27
19 years of age	27.25	23.58	27.25	31.44	39.82	47.16
20 years of age and employed by the employer for 6 months or less	30.65	26.53	30.65	35.37	44.80	53.06
20 years of age and employed by the employer for more than 6 months	34.06	29.48	34.06	39.30	49.78	58.95

Commented [FWC13]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC14]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees (BPE):

– working a shift starting at or after 2.00 am and before 6.00 am; or

– start shift prior to 2.00 am.

³ [Sunday rate from 1 July 2019 – 30 June 2020.](#)

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Retail Employee Level 1				
15 years of age and under	14.45	19.26	19.26	24.08
16 years of age	16.07	21.42	21.42	26.78
17 years of age	19.28	25.70	25.70	32.13
18 years of age	22.49	29.98	29.98	37.48
19 years of age	25.70	34.26	34.26	42.83
20 years of age and employed by the employer for 6 months or less	28.91	38.54	38.54	48.18
20 years of age and employed by the employer for more than 6 months	32.12	42.82	42.82	53.53
Retail Employee Level 2				
15 years of age and under	14.79	19.72	19.72	24.65
16 years of age	16.44	21.92	21.92	27.40
17 years of age	19.73	26.30	26.30	32.88
18 years of age	23.01	30.68	30.68	38.35
19 years of age	26.31	35.08	35.08	43.85
20 years of age and employed by the employer for 6 months or less	29.60	39.46	39.46	49.33
20 years of age and employed by the employer for more than 6 months	32.88	43.84	43.84	54.80
Retail Employee Level 3				
15 years of age and under	15.03	20.04	20.04	25.05
16 years of age	16.70	22.26	22.26	27.83
17 years of age	20.04	26.72	26.72	33.40

Commented [FWC15]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC16]: Relevant percentage in cl. 21.2(e).

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
18 years of age	23.37	31.16	31.16	38.95
19 years of age	26.72	35.62	35.62	44.53
20 years of age and employed by the employer for 6 months or less	30.06	40.08	40.08	50.10
20 years of age and employed by the employer for more than 6 months	33.39	44.52	44.52	55.65
Retail Employee Level 4				
15 years of age and under	15.32	20.42	20.42	25.53
16 years of age	17.03	22.70	22.70	28.38
17 years of age	20.43	27.24	27.24	34.05
18 years of age	23.84	31.78	31.78	39.73
19 years of age	27.24	36.32	36.32	45.40
20 years of age and employed by the employer for 6 months or less	30.65	40.86	40.86	51.08
20 years of age and employed by the employer for more than 6 months	34.05	45.40	45.40	56.75
Retail Employee Level 5				
15 years of age and under	15.95	21.26	21.26	26.58
16 years of age	17.73	23.64	23.64	29.55
17 years of age	21.27	28.36	28.36	35.45
18 years of age	24.81	33.08	33.08	41.35
19 years of age	28.37	37.82	37.82	47.28
20 years of age and employed by the employer for 6 months or less	31.91	42.54	42.54	53.18
20 years of age and employed by the employer for more than 6 months	35.45	47.26	47.26	59.08
Retail Employee Level 6				
15 years of age and under	16.19	21.58	21.58	26.98
16 years of age	17.99	23.98	23.98	29.98
17 years of age	21.57	28.76	28.76	35.95
18 years of age	25.17	33.56	33.56	41.95

Commented [FWC15]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC16]: Relevant percentage in cl. 21.2(e).

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	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
19 years of age	28.77	38.36	38.36	47.95
20 years of age and employed by the employer for 6 months or less	32.37	43.16	43.16	53.95
20 years of age and employed by the employer for more than 6 months	35.96	47.94	47.94	59.93
Retail Employee Level 7				
15 years of age and under	17.00	22.66	22.66	28.33
16 years of age	18.89	25.18	25.18	31.48
17 years of age	22.67	30.22	30.22	37.78
18 years of age	26.43	35.24	35.24	44.05
19 years of age	30.21	40.28	40.28	50.35
20 years of age and employed by the employer for 6 months or less	33.99	45.32	45.32	56.65
20 years of age and employed by the employer for more than 6 months	37.77	50.36	50.36	62.95
Retail Employee Level 8				
15 years of age and under	17.69	23.58	23.58	29.48
16 years of age	19.65	26.20	26.20	32.75
17 years of age	23.58	31.44	31.44	39.30
18 years of age	27.51	36.68	36.68	45.85
19 years of age	31.44	41.92	41.92	52.40
20 years of age and employed by the employer for 6 months or less	35.37	47.16	47.16	58.95
20 years of age and employed by the employer for more than 6 months	39.30	52.40	52.40	65.50

Commented [FWC15]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC16]: Relevant percentage in cl. 21.2(e).

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

	Ordinary hours	Saturday ¹	Sunday ²	Public holiday
	% of junior hourly rate			
	125%	135 145%	185 175%	250%
	\$	\$	\$	\$
Retail Employee Level 1				
15 years of age and under	12.04	13.96	16.85	24.08
16 years of age	13.39	15.53	18.74	26.78
17 years of age	16.06	18.63	22.49	32.13
18 years of age	18.74	21.74	26.23	37.48
19 years of age	21.41	24.84	29.98	42.83
20 years of age and employed by the employer for 6 months or less	24.09	27.94	33.72	48.18
20 years of age and employed by the employer for more than 6 months	26.76	31.04	37.47	53.53
Retail Employee Level 2				
15 years of age and under	12.33	14.30	17.26	24.65
16 years of age	13.70	15.89	19.18	27.40
17 years of age	16.44	19.07	23.01	32.88
18 years of age	19.18	22.24	26.85	38.35
19 years of age	21.93	25.43	30.70	43.85
20 years of age and employed by the employer for 6 months or less	24.66	28.61	34.53	49.33
20 years of age and employed by the employer for more than 6 months	27.40	31.78	38.36	54.80
Retail Employee Level 3				
15 years of age and under	12.53	14.53	17.54	25.05
16 years of age	13.91	16.14	19.48	27.83
17 years of age	16.70	19.37	23.38	33.40
18 years of age	19.48	22.59	27.27	38.95
19 years of age	22.26	25.82	31.17	44.53
20 years of age and employed by the employer for 6 months or less	25.05	29.06	35.07	50.10
20 years of age and employed by the employer for more than 6 months	27.83	32.28	38.96	55.65
Retail Employee Level 4				
15 years of age and under	12.76	14.80	17.87	25.53
16 years of age	14.19	16.46	19.86	28.38

Commented [FWC17]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC18]: Relevant percentage in cl. 22.1(b).

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	Ordinary hours	Saturday ¹	Sunday ²	Public holiday
	% of junior hourly rate			
	125%	135% 145%	185% 175%	250%
	\$	\$	\$	\$
17 years of age	17.03	19.75	23.84	34.05
18 years of age	19.86	23.04	27.81	39.73
19 years of age	22.70	26.33	31.78	45.40
20 years of age and employed by the employer for 6 months or less	25.54	29.62	35.75	51.08
20 years of age and employed by the employer for more than 6 months	28.38	32.92	39.73	56.75
Retail Employee Level 5				
15 years of age and under	13.29	15.41	18.60	26.58
16 years of age	14.78	17.14	20.69	29.55
17 years of age	17.73	20.56	24.82	35.45
18 years of age	20.68	23.98	28.95	41.35
19 years of age	23.64	27.42	33.09	47.28
20 years of age and employed by the employer for 6 months or less	26.59	30.84	37.22	53.18
20 years of age and employed by the employer for more than 6 months	29.54	34.26	41.35	59.08
Retail Employee Level 6				
15 years of age and under	13.49	15.65	18.88	26.98
16 years of age	14.99	17.39	20.98	29.98
17 years of age	17.98	20.85	25.17	35.95
18 years of age	20.98	24.33	29.37	41.95
19 years of age	23.98	27.81	33.57	47.95
20 years of age and employed by the employer for 6 months or less	26.98	31.29	37.77	53.95
20 years of age and employed by the employer for more than 6 months	29.96	34.76	41.95	59.93
Retail Employee Level 7				
15 years of age and under	14.16	16.43	19.83	28.33
16 years of age	15.74	18.26	22.03	31.48
17 years of age	18.89	21.91	26.44	37.78
18 years of age	22.03	25.55	30.84	44.05
19 years of age	25.18	29.20	35.25	50.35

Commented [FWC17]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC18]: Relevant percentage in cl. 22.1(b).

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	Ordinary hours	Saturday ¹	Sunday ²	Public holiday
	% of junior hourly rate			
	125%	135 145%	185 175%	250%
	\$	\$	\$	\$
20 years of age and employed by the employer for 6 months or less	28.33	32.86	39.66	56.65
20 years of age and employed by the employer for more than 6 months	31.48	36.51	44.07	62.95
Retail Employee Level 8				
15 years of age and under	14.74	17.10	20.63	29.48
16 years of age	16.38	19.00	22.93	\$32.75
17 years of age	19.65	22.79	27.51	39.30
18 years of age	22.93	26.59	32.10	45.85
19 years of age	26.20	30.39	36.68	52.40
20 years of age and employed by the employer for 6 months or less	29.48	34.19	41.27	58.95
20 years of age and employed by the employer for more than 6 months	32.75	37.99	45.85	65.50

Commented [FWC17]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC18]: Relevant percentage in cl. 22.1(b).

¹ Saturday rate from 1 October 2019 to 29 February 2020.

² Sunday rate from 1 July 2019 to 30 June 2020-1 July 2018 to 30 June 2019.

B.3.5 Casual junior shiftworkers—shiftwork and penalty rates

	Other than baking production employees (OBPE)	Baking production employees (BPE)		All shiftworkers		
		<u>Early morning shifts</u>		Saturday	Sunday ³	Public holiday
	Monday to Friday					
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
	% of junior hourly rate					
	155%	137.5%	155%	175%	225 215%	250%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 1						
15 years of age and under	14.93	13.24	14.93	16.85	20.70	24.08
16 years of age	16.60	14.73	16.60	18.74	23.03	26.78
17 years of age	19.92	17.67	19.92	22.49	27.63	32.13

Commented [FWC19]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC20]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of junior hourly rate					
	155%	137.5%	155%	175%	225 215 %	250%
	\$	\$	\$	\$	\$	\$
18 years of age	23.23	20.61	23.23	26.23	32.23	37.48
19 years of age	26.55	23.55	26.55	29.98	36.83	42.83
20 years of age and employed by the employer for 6 months or less	29.87	26.50	29.87	33.72	41.43	48.18
20 years of age and employed by the employer for more than 6 months	33.19	29.44	33.19	37.47	46.03	53.53
Retail Employee Level 2						
15 years of age and under	15.28	13.56	15.28	17.26	21.20	24.65
16 years of age	16.99	15.07	16.99	19.18	23.56	27.40
17 years of age	20.38	18.08	20.38	23.01	28.27	32.88
18 years of age	23.78	21.09	23.78	26.85	32.98	38.35
19 years of age	27.19	24.12	27.19	30.70	37.71	43.85
20 years of age and employed by the employer for 6 months or less	30.58	27.13	30.58	34.53	42.42	49.33
20 years of age and employed by the employer for more than 6 months	33.98	30.14	33.98	38.36	47.13	54.80
Retail Employee Level 3						
15 years of age and under	15.53	13.78	15.53	17.54	21.54	25.05
16 years of age	17.25	15.30	17.25	19.48	23.93	27.83
17 years of age	20.71	18.37	20.71	23.38	28.72	33.40
18 years of age	24.15	21.42	24.15	27.27	33.50	38.95
19 years of age	27.61	24.49	27.61	31.17	38.29	44.53
20 years of age and	31.06	27.56	31.06	35.07	43.09	50.10

Commented [FWC19]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC20]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE)		All shiftworkers		
		<u>Early morning shifts</u>		Saturday	Sunday ³	Public holiday
		Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am			
% of junior hourly rate						
	155%	137.5%	155%	175%	225 215%	250%
	\$	\$	\$	\$	\$	\$
employed by the employer for 6 months or less						
20 years of age and employed by the employer for more than 6 months	34.50	30.61	34.50	38.96	47.86	55.65
Retail Employee Level 4						
15 years of age and under	15.83	14.04	15.83	17.87	21.95	25.53
16 years of age	17.59	15.61	17.59	19.86	24.40	28.38
17 years of age	21.11	18.73	21.11	23.84	29.28	34.05
18 years of age	24.63	21.85	24.63	27.81	34.16	39.73
19 years of age	28.15	24.97	28.15	31.78	39.04	45.40
20 years of age and employed by the employer for 6 months or less	31.67	28.09	31.67	35.75	43.92	51.08
20 years of age and employed by the employer for more than 6 months	35.19	31.21	35.19	39.73	48.81	56.75
Retail Employee Level 5						
15 years of age and under	16.48	14.62	16.48	18.60	22.85	26.58
16 years of age	18.32	16.25	18.32	20.69	25.41	29.55
17 years of age	21.98	19.50	21.98	24.82	30.49	35.45
18 years of age	25.64	22.74	25.64	28.95	35.56	41.35
19 years of age	29.31	26.00	29.31	33.09	40.66	47.28
20 years of age and employed by the employer for 6 months or less	32.97	29.25	32.97	\$37.22	45.73	53.18
20 years of age and employed by the employer	36.63	32.49	36.63	41.35	50.80	59.08

Commented [FWC19]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC20]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
% of junior hourly rate						
	155%	137.5%	155%	175%	225 215%	250%
	\$	\$	\$	\$	\$	\$
for more than 6 months						
Retail Employee Level 6						
15 years of age and under	16.72	14.84	16.72	18.88	23.20	26.98
16 years of age	18.58	16.49	18.58	20.98	25.78	29.98
17 years of age	22.29	19.77	22.29	25.17	30.92	35.95
18 years of age	26.01	23.07	26.01	29.37	36.08	41.95
19 years of age	29.73	26.37	29.73	33.57	41.24	47.95
20 years of age and employed by the employer for 6 months or less	33.45	29.67	33.45	37.77	46.40	53.95
20 years of age and employed by the employer for more than 6 months	37.15	32.96	37.15	41.95	51.54	59.93
Retail Employee Level 7						
15 years of age and under	17.56	15.58	17.56	19.83	24.36	28.33
16 years of age	19.51	17.31	19.51	22.03	27.07	31.48
17 years of age	23.42	20.78	23.42	26.44	32.49	37.78
18 years of age	27.31	24.23	27.31	30.84	37.88	44.05
19 years of age	31.22	27.69	31.22	35.25	43.30	50.35
20 years of age and employed by the employer for 6 months or less	35.12	31.16	35.12	39.66	48.72	56.65
20 years of age and employed by the employer for more than 6 months	39.03	34.62	39.03	44.07	54.14	62.95

Commented [FWC19]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC20]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE)		All shiftworkers		
		<u>Early morning shifts</u>		Saturday	Sunday ³	Public holiday
		Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am			
% of junior hourly rate						
	155%	137.5%	155%	175%	225 215%	250%
	\$	\$	\$	\$	\$	\$
Retail Employee Level 8						
15 years of age and under	18.27	16.21	18.27	20.63	25.35	29.48
16 years of age	20.31	18.01	20.31	22.93	28.17	32.75
17 years of age	24.37	21.62	24.37	27.51	33.80	39.30
18 years of age	28.43	25.22	28.43	32.10	39.43	45.85
19 years of age	32.49	28.82	32.49	36.68	45.06	52.40
20 years of age and employed by the employer for 6 months or less	36.55	32.42	36.55	41.27	50.70	58.95
20 years of age and employed by the employer for more than 6 months	40.61	36.03	40.61	45.85	56.33	65.50

Commented [FWC19]: (Minimum weekly rate in cl 17.1 x junior rate in cl 17.2) ÷ 38 hours

Commented [FWC20]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees:

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

B.4 Junior apprentice rates

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

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

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

	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of junior apprentice hourly rate				
	100%	125%	125%	180165%	225%
	\$	\$	\$	\$	\$
1 st year	11.35	14.19	14.19	18.73	25.54
2 nd year	13.62	17.03	17.03	22.47	30.65
3 rd year	18.16	22.70	22.70	29.96	40.86
4 th year (4 year apprenticeship only)	20.43	25.54	25.54	33.71	45.97

Commented [FWC21]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC22]: Relevant percentage in cl. 22.1(b).

¹ Monday to Friday after 6.00 pm.

² Sunday rate from ~~1 July 2019 – 30 June 2020~~ ~~July 2018 – 30 June 2019~~.

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

	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of junior apprentice hourly rate					
	130%	112.5%	130%	150%	200190%	225%
	\$	\$	\$	\$	\$	\$
1 st year	14.76	12.77	14.76	17.03	21.57	25.54
2 nd year	17.71	15.32	17.71	20.43	25.88	30.65
3 rd year	23.61	20.43	23.61	27.24	34.50	40.86

Commented [FWC23]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC24]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of junior apprentice hourly rate					
	130%	112.5%	130%	150%	200 190%	225%
	\$	\$	\$	\$	\$	\$
4 th year (4 year apprenticeship only)	26.56	22.98	26.56	30.65	38.82	45.97

Commented [FWC23]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC24]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees:

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1 st year	17.03	22.70	22.70	28.38
2 nd year	20.43	27.24	27.24	34.05
3 rd year	27.24	36.32	36.32	45.40
4 th year (4 year apprenticeship only)	30.65	40.86	40.86	51.08

Commented [FWC25]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC26]: Relevant percentage in cl. 21.2(e).

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

	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of junior apprentice hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
Have not completed year 12					
1 st year	11.35	14.19	14.19	18.73	25.54
2 nd year	13.62	17.03	17.03	22.47	30.65
3 rd year	18.16	22.70	22.70	29.96	40.86
4 th year (4 year apprenticeship only)	20.43	25.54	25.54	33.71	45.97
Completed year 12					
1 st year	12.49	15.61	15.61	20.61	28.10
2 nd year	14.76	18.44	18.44	24.35	33.21
3 rd year	18.16	22.70	22.70	29.96	40.86
4 th year (4 year apprenticeship only)	20.43	25.54	25.54	33.71	45.97

Commented [FWC27]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC28]: Relevant percentage in cl. 22.1(b).

¹ Monday to Friday after 6.00 pm.

² Sunday rate from ~~1 July 2019 – 30 June 2020~~ July 2018 – 30 June 2019.

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

	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
		Monday to Friday			Saturday	Sunday ³
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²		All hours within shift
	% of junior apprentice hourly rate					
	130%	112.5%	130%	150%	200 190%	225%
	\$	\$	\$	\$	\$	\$
Have not completed year 12						
1 st year	14.76	12.77	14.76	17.03	21.57	25.54
2 nd year	17.71	15.32	17.71	20.43	25.88	30.65
3 rd year	23.61	20.43	23.61	27.24	34.50	40.86
4 th year (4 year apprenticeship only)	26.56	22.98	26.56	30.65	38.82	45.97
Completed year 12						
1 st year	16.24	14.05	16.24	18.74	23.73	28.10
2 nd year	19.18	16.61	19.18	22.13	28.03	33.21
3 rd year	23.61	20.43	23.61	27.24	34.50	40.86
4 th year (4 year apprenticeship only)	26.56	22.98	26.56	30.65	38.82	45.97

Commented [FWC29]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC30]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees:

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of junior apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Have not completed year 12				
1 st year	17.03	22.70	22.70	28.38
2 nd year	20.43	27.24	27.24	34.05
3 rd year	27.24	36.32	36.32	45.40
4 th year (4 year apprenticeship only)	30.65	40.86	40.86	51.08
Completed year 12				
1 st year	18.74	24.98	24.98	31.23
2 nd year	22.13	29.52	29.52	36.90
3 rd year	27.24	36.32	36.32	45.40
4 th year (4 year apprenticeship only)	30.65	40.86	40.86	51.08

Commented [FWC31]: (Minimum weekly rate in cl 17.1 x junior apprentice rate in cl 17.3) ÷ 38 hours

Commented [FWC32]: Relevant percentage in cl. 21.2(e)

B.5 Adult apprentice rates

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

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

	Ordinary hours	Evening work ¹	Saturday	Sunday ²	Public holiday
	% of adult apprentice hourly rate				
	100%	125%	125%	180 165%	225%
	\$	\$	\$	\$	\$
1 st year	18.16	22.70	22.70	29.96	40.86
2 nd year	21.41	26.76	26.76	35.33	48.17
3 rd year	21.41	26.76	26.76	35.33	48.17
4 th year (4 year apprenticeship only)	21.41	26.76	26.76	35.33	48.17

Commented [FWC33]: (Minimum weekly rate in cl 17.1 x adult apprentice rate in cl 17.4) ÷ 38 hours

Commented [FWC34]: Relevant percentage in cl. 22.1(b)

¹ Monday to Friday after 6.00 pm.

² Sunday rate from ~~1 July 2019 – 30 June 2020~~ July 2018 – 30 June 2019.

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

	Other than baking production employees (OBPE)	Baking production employees (BPE) <u>Early morning shifts</u>		All shiftworkers		
	Monday to Friday			Saturday	Sunday ³	Public holiday
	Starting at or after 6.00 pm and before 5.00 am	Starting at or after 2.00 am and before 6.00 am	Starting before 2.00 am	OBPE ¹ BPE ²	All hours within shift	
	% of adult apprentice hourly rate					
	130%	112.5%	130%	150%	200/190%	225%
	\$	\$	\$	\$	\$	\$
1 st year	23.61	20.43	23.61	27.24	34.50	40.86
2 nd year	27.83	24.09	27.83	32.12	40.68	48.17
3 rd year	27.83	24.09	27.83	32.12	40.68	48.17
4 th year (4 year apprenticeship only)	27.83	24.09	27.83	32.12	40.68	48.17

Commented [FWC35]: (Minimum weekly rate in cl 17.1 x adult apprentice rate in cl 17.4) ÷ 38 hours

Commented [FWC36]: Relevant percentage in cl. 25.1(a), 25.2(a), 25.2(b), 25.1(b), 25.1(c)(i), 25.3(a)

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

² Baking production employees:

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

³ Sunday rate from 1 July 2019 – 30 June 2020.

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of adult apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
1 st year	27.24	36.32	36.32	45.40
2 nd year	32.12	42.82	42.82	53.53
3 rd year	32.12	42.82	42.82	53.53
4 th year (4 year apprenticeship only)	32.12	42.82	42.82	53.53

Commented [FWC37]: (Minimum weekly rate in cl 17.1 x adult apprentice rate in cl 17.4) ÷ 38 hours

Commented [FWC38]: Relevant percentage in cl. 21.2(e)

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

C.1 Wage-related allowances:

C.1.1 The following wage-related allowances are based on the standard weekly rate defined in clause 2—Definitions as the minimum weekly rate for a Retail Employee Level 4 in Table 4—Minimum rates = \$862.50.

Allowance	Clause	% of standard weekly rate	\$	Payable
First aid allowance	19.10(b)	1.3%	11.21	per week
Liquor licence allowance	19.12	3.1%	26.74	per week

C.1.2 Hourly wage-related allowances

The hourly wage-related allowances in this award are based on the standard hourly rate as defined in clause 2—Definitions as the minimum hourly rate for a Retail Employee Level 4 in clause 17.1 (Minimum rates), divided by 38 = \$22.70

Allowance	Clause	% of standard weekly hourly rate	\$	Payable
Cold work disability allowance—cold chambers; stocking and refilling refrigerated storages	19.9(b)	1.3%	0.30	per hour
Cold work disability allowance—cold chambers; below 0°C—additional to clause 19.9(b)	19.9(c)	2.0%	0.45	per hour
Broken Hill	19.13	4.28%	0.97	per hour

C.2 Expense-related allowances

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

Allowance	Clause	Applicable CPI figure	\$	Payable
Meal allowance—more than one hour's overtime without 24 hours' notice	19.2(b)(i)	Take away and fast foods sub-group	18.87	per occasion
Meal allowance—further 4 hours' overtime	19.2(c)	Take away and fast foods sub-group	17.10	per occasion

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Allowance	Clause	Applicable CPI figure	\$	Payable
Special clothing allowance—laundrying—full-time employee	19.3(c)(i)	Clothing and footwear group	6.25	per week
Special clothing allowance—laundrying—part-time or casual employee	19.3(c)(ii)	Clothing and footwear group	1.25	per shift
Motor Vehicle Allowance	19.7	Private motoring sub-group	0.78	per km

Schedule D—School-based Apprentices

D.1 In this Schedule:

D.1.1 **off-the-job training** is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job; and

D.1.2 **school-based apprentice** is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

D.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement for an apprentice declared or recognised by the relevant State or Territory authority.

D.3 The relevant minimum hourly rates for full-time junior and adult apprentices provided for in this award apply to school-based apprentices for total hours worked, including time taken to be spent in off-the-job training.

D.4 Where an apprentice is a full-time school student, the time spent in off-the-job training, for which the apprentice must be paid, is **25%** of the actual hours worked each week on-the-job. The wages paid for time spent in training may be averaged over the semester or year.

D.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

D.6 The duration of the apprenticeship must be as specified in the training agreement for each apprentice but must not exceed 6 years.

D.7 School-based apprentices progress through the relevant wage scale at the rate of 12 months' progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

D.8 The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years' duration) or stages of competency based progression (if provided for in this award).

NOTE: The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

D.9 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

D.10 School-based apprentices are entitled to all of the other conditions in this award on a proportionate basis.

Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

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

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

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

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

Schedule H—Part-day Public Holidays

Schedule H updated in accordance with from [2019] FWCFCB 5145 at [52] and PR712173

H.2 amended in accordance with [2019] FWCFCB 8491 and PR715127

H.1 This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

H.2 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

~~H.2~~ Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- ~~(a)~~ All employees will have the right to refuse to work on the part day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- ~~(b)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- ~~(c)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- ~~(d)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- ~~(e)~~ Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- ~~(f)~~ Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- ~~(g)~~ An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part day public holiday.

H.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

H.3H.4 This schedule is not intended to detract from or supplement the NES.