



STATEMENT

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

4 yearly review of modern awards – Plain language re-drafting – General Retail Industry Award 2010 (AM2016/15, AM2014/270)

JUSTICE ROSS, PRESIDENT

SYDNEY, 27 OCTOBER 2017

4 yearly review of modern awards – plain language re-drafting – General Retail Industry Award 2010.

[1] A conference was held on 26 October 2017 to discuss the plain language re-drafting of the *General Retail Industry Award 2010*.¹ A copy of the agenda is attached at Attachment A. A [transcript](#) of the conference is available on the Commission's website. The following parties were in attendance at the conference:

- Australian Business Industrial and the NSW Business Chamber (ABI);
- Business SA; and
- Shop, Distributive and Allied Employees' Association (SDA).

[2] The report below summarises the status of the matters discussed at the conference.

Item 8 – Clause 4 coverage²

[3] Parties agreed to substitute clause 4.2(b) for the following:

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

Items 11, 15 and 16 – facilitative provisions³

[4] The reference to 15.10(b) will be changed to 15.10(a). Items 15 and 16 not pressed.

Items 19 – 32, and 65 – Part-time employment⁴

[5] The following changes to clause 10 of the PLED were agreed:

- Delete 'an average of' from clause 10.1.⁵
- Amend clause 10.5 to delete 'with the employee to' and insert 'with the employee on a regular pattern of work that must include'.⁶

- Amend clause 10.8 as shown:

10.8 For ~~each hour~~ any time worked in excess of the number of ordinary hours agreed under clauses 10.5 or 10.6, the part-time employee must be paid at the overtime rate specified in **Table 9—Overtime rates**.⁷

- Delete clause 10.9 and insert:

‘The minimum daily engagement for a part-time employee is 3 consecutive hours’.⁸

- Delete clause 10.6 and insert:

‘The employer and the employee may agree in writing to vary the regular pattern of work agreed under clause 10.5 with effect from a future date or time’.⁹

[SDA reserves its position in respect of this issued].

- Clauses 10.10 and 10.12 be converted to paragraphs (a), (b) and (c) and a new clause 10.10 with the heading ‘Changes to roster’. Add a note at the foot of new clause 10.10 referring to clause 15.7.¹⁰

[Parties reserve their position and will comment on the amended draft].

- Clause 10.11 amended to delete ‘by the employer and employee by mutual agreement’ and insert ‘by mutual agreement between the employer and the employee’.¹¹
- Clause 10.12(a) amended to delete ‘from pay period to pay period’ and insert ‘from week to week or fortnight to fortnight’.¹²

Items 33 – 34 – Casual employment¹³

[6] Item 33 resolved with the addition of the ‘provisional note’ in the PLED. Item 34 provisionally resolved, SDA to confirm.

Items 40 – 55, and 72 – ordinary hours of work¹⁴

[7] Item 40 deals with consistency of language and the use of span of hours and hours being continuous. This issue will be revisited at the next conference and the drafter will be asked to examine the issue and make a recommendation.

[8] The following changes are agreed:

- Clause 15.1 amended to insert a table (as per clause 27.2(a) of the current award) and seek further drafting comments in relation to incorporating the words ‘span of hours’.¹⁵
- Delete clause 10.12(b) (renumbered 10.10(c)) and add an additional note cross referencing 15.11 (renumbered 15.9). Include in clause 15.11 (renumbered 15.9(g)) a statement that the roster of an employee must not be changed so as to avoid any award entitlement and add a note cross referring 10.10 to 10.12 (renumbered 10.10(a) – (c)).¹⁶
- Delete “(Full-time and part-time employees)” from the title of clause 15.7.¹⁷

- Clauses 15.7(b),(e) and (f), 15.8 and 15.9 be moved to clause 15.6 (clauses 15.6(k), (i), (j) and (l) and (m) respectively).¹⁸
- Clause 15.7(c) (renumbered 15.7(b)) varied as shown:
 - (c) ~~Except as provided by paragraph (d),~~ The employer must not roster an employee to work ordinary hours on more than 5 days per week, ~~except as provided by paragraph (d).~~¹⁹
- Amend clause 15.7(d) (renumbered 15.7(c)) to insert ‘ordinary hours on’ after ‘work’ in the last line.
- Amend clause 15.10(a) (renumbered 15.8(a) as shown:
 - (a) ~~Unless otherwise agreed between the employer and the employee,~~ The employer must roster an employee who regularly works Sundays in such a way that they have 3 consecutive days off (including Saturday and Sunday) per 4 week cycle, ~~unless otherwise agreed between the employer and the employee.~~²⁰
- Amend clause 15.11(a) (renumbered 15.9(a)) as shown:
 - (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.²¹
- The second sentence of clause 15.11(e) (renumbered 15.9(e)) be deleted and insert:

‘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’.²²

Item 56 – breaks

[9] Item 56 concerns Table 2 in clause 16.

[10] Revised Table 2 set out as Attachment A to the summary of submissions document dated 18 October 2017 is to replace the current table 2, with the addition of the words ‘a paid rest’ before ‘break’ in Note 1.²³

Item 57 – minimum rates (inclusion of notes)²⁴

[11] Item 57 remains contested and will be determined by the Full Bench on the papers.

Item 62—moving expenses (definition of ‘township’)²⁵

[12] An information note was circulated on the meaning of ‘township’ (see Attachment B). The parties are to give further consideration to a definition of ‘township’ in clause 20.5. Submissions are to be made by **4.00pm Thursday, 2 November 2017**.

Item 63 – overtime and s.62 of the Act²⁶

[13] A document on ‘reasonable overtime’ was circulated (see Attachment C). As the interaction of s.62 of the NES and reasonable overtime provisions arise in a number of modern awards a Statement will be issued to provide all interested parties with an opportunity to comment on the issue.

Item 67 – overtime²⁷

[14] This matter remains outstanding. ABI is to provide a redraft of clause 28.1 and other parties will have an opportunity to comment.

Item 69 – shiftwork application²⁸

[15] Remains outstanding. Full Bench to determine on the papers.

Other issues

[16] Clause 25.1: The SDA contend that the clause should be redrafted to make it clear that casuals have an entitlement to overtime. SDA to file further submissions setting out the specific change sought.²⁹

[17] Items 44 and 45: These concern clauses 15.6(g)(v) and 15.7(a) and the provision which permits the working of an average of 38 hours per week ‘over a longer period agreed between the employer and employee’. SDA contends that the current award is limited to averaging over a 4 week period and hence clause 15.6(g)(v) is a substantial change. The drafter is asked to identify the comparable provision in the current award which was the source of clause 15.6(g)(v).³⁰

[18] The table below summarises the status of the items following the conference:

Items	Status
Items 8, 11, 15, 16, 19, 20, 21, 22, 23, 25, 27, 28, 29, 31, 32, 33, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53, 55, 56, 58	Resolved at conference (Items 44 and 45 partially resolved). Changes agreed to will be incorporated and the Plain Language Exposure Draft will be re-published for parties to review and comment.
Item 57, 69	Full Bench to determine with regard to submissions put.
Items 24, 26, 30, 34, 44, 45, 49, 62, 63, 67	Parties to confirm their position and make further submissions.
Item 30	Commission to undertake research into the history of current award clause 12.8.
Item 40	Plain language drafter to provide comments about how the issue may be resolved (see PN [151] – [158]).
Items 44 and 45	The drafter is asked to identify the comparable provision in the current award to clause 15.6(g)(v) in the PLED.
Items 49, 63, 65 and 72	Remain outstanding.

Next steps

[19] Parties are to confirm their position in respect of Items 24, 26, 30, 34, 44, 45, 49, 62, 63 and 67 and make any further submissions by **4.00pm Wednesday, 8 November 2017**.

[20] A revised summary of submissions and plain language exposure draft incorporating changes arising from the resolved items will be published shortly. Interested parties will be given an opportunity to comment.

[21] All submissions are to be sent to amod@fwc.gov.au.

PRESIDENT

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¹ See [summary of submissions](#) published on 18 October 2017.

² [Transcript](#) at [17] – [32].

³ [Transcript](#) at [33] – [37].

⁴ [Transcript](#) at [38] – [39].

⁵ [Transcript](#) at [40] – [41].

⁶ [Transcript](#) at [42] – [49].

⁷ [Transcript](#) at [94] – [103].

⁸ [Transcript](#) at [50] – [60].

⁹ [Transcript](#) at [75] – [87].

¹⁰ [Transcript](#) at [104] – [119].

¹¹ [Transcript](#) at [120] – [122].

¹² [Transcript](#) at [123] – [131].

¹³ [Transcript](#) at [140] – [149].

¹⁴ [Transcript](#) at [150] – [279].

¹⁵ [Transcript](#) at [158] – [160].

¹⁶ [Transcript](#) at [161] – [163].

¹⁷ [Transcript](#) at [180] – [196].

¹⁸ [Transcript](#) at [166] – [177] and [181] – [193].

¹⁹ [Transcript](#) at [203] – [238].

²⁰ [Transcript](#) at [246] – [256].

²¹ [Transcript](#) at [257] – [271].

²² [Transcript](#) at [273] – [279].

²³ [Transcript](#) at [279] – [295].

²⁴ [Transcript](#) at [310] – [318].

²⁵ [Transcript](#) at [319] – [327].

²⁶ [Transcript](#) at [328] – [350].

²⁷ [Transcript](#) at [350] – [366].

²⁸ [Transcript](#) at [366] – [368].

²⁹ [Transcript](#) at [371] – [383].

³⁰ [Transcript](#) at [197] – [205].

Attachment A

General Retail Industry Award 2010 – Conference before Ross J on 26 October 2017

Agenda

1. Item 8—Re: coverage;
2. Items 11, 15 and 16—Re: facilitative provisions;
3. Items 19 – 32, and 65—Re: part-time employment;
4. Items 33 – 34—RE: Casual employment;
5. Items 40 – 55, and 72—Re: ordinary hours of work;
6. Item 56—Re: breaks;
7. Item 57—Re: minimum rates (inclusion of notes);
8. Item 62—moving expenses (definition of ‘township’);
9. Item 63—Re: overtime and s.62 of the Act;
10. Item 67—Re: overtime; and
11. Item 69—Re: shiftwork application.

Attachment B

Information note—meaning of township

This information note provides information in relation to clause 20.5 – Transfer of employee reimbursement in the *General Retail Industry Award 2010*.

Issue: the term ‘township’ is not precisely defined and may require a more defined expression to clarify the effect of the provision.

Other modern awards that contain ‘township’

Other than the Retail Award, the Fast Food Award (clause 19.5), Hair and Beauty Award (clause 21.6) and the Pharmacy Industry Award (clause 19.6) are the only other awards which contain the term ‘township’, and all replicate the same provision:

Transfer of employee reimbursement

Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and their family.

Other modern awards with relocation allowance clauses

23 modern awards provide for relocation allowances. Terms used include ‘locality’,¹ ‘location’,² ‘area’,³ ‘state/territory’,⁴ ‘town’⁵ and ‘city’.⁶ These terms may also present interpretation difficulties, as none of those terms are defined in any modern awards. Aviation awards⁷ contain the term ‘base’ or ‘home base’, which are defined in the definition clauses of the respective awards.

Qualifying requirements

All relocation allowance clauses contain requirements for eligibility that assist to ascertain the scope and effect of the provisions. There are a number of requirements that are common across the awards:

- ‘Change of residence’;
- ‘Permanent’ change/transfer; and
- Aviation awards: qualifying time period.

¹ *Manufacturing and Associated Industries and Occupations Award 2010, Business Equipment Award 2010, Contract Call Centre Award 2010, Telecommunications Services Award 2010, Cement and Lime Award 2010, Premixed Concrete Award 2010, Timber Industry Award 2010, Food, Beverage and Tobacco Manufacturing Award 2010, Architects Award 2010, Vehicle Manufacturing, Repair, Services and Retail Award 2010.*

² *Rail Industry Award 2010, Business Equipment Award 2010, Contract Call Centre Award 2010, Telecommunications Services Award 2010, Fire Fighting Industry Award 2010.*

³ *Market and Social Research Award 2010, Commercial Sales Award 2010.*

⁴ *Business Equipment Award 2010, Contract Call Centre Award 2010, Telecommunications Services Award 2010, Journalists Published Media Award 2010, Broadcasting and Recorded Entertainment Award 2010.*

⁵ *Journalists Published Media Award 2010, Broadcasting and Recorded Entertainment Award 2010.*

⁶ *Journalists Published Media Award 2010, Broadcasting and Recorded Entertainment Award 2010.*

⁷ *Air Pilots Award 2010, Aircraft Cabin Crew Award 2010, Airline Operations—Ground Staff Award 2010.*

Award	Requirement	Clause
<i>Fire Fighting Industry Award 2010</i>	a) One location to another location b) Reasonably necessitates employee to change their residence c) Permanent change	17.6 Change of residence expenses Where an employee is permanently promoted, transferred or ordered from one location to another location that reasonably necessitates the employee to change their residence the employer will reimburse the employee for the reasonable expenses incurred in such relocation including the cost of transporting the employee and their family to the new location and costs of moving furniture and personal effects.
<i>Architects Award 2010</i>	a) Permanent change of locality of work b) Change of place of residence	16.2 Fares, travelling expenses and travelling time allowance ... (e) If an employee is directed by their employer to work at an altered permanent locality of work which necessitates the employee changing their place of residence, the employer must pay an allowance equivalent to all fares as provided in this clause, travelling and temporary lodging and the transport of the employee's family effects from their then place of residence to their new place of residence. If the employee is not dismissed for misconduct or does not resign within 12 months of commencing such work, the employer must pay such fares and travelling expenses for the employee's family and expenses of transporting their effects back to their former place of residence.
<i>Rail Industry Award 2010</i>	a) New permanent location b) Requires employee to move house	15.1 Expenses incurred in the course of employment—applicable to all employees ... (c) Relocation allowance Employees who are required by the employer to permanently transfer to a new location which requires the employee to move house will be reimbursed all reasonable and necessary out-of-pocket expenses for ...
<i>Cement and Lime Award 2010</i> <i>Premixed Concrete Award 2010</i> <i>Manufacturing and Associated Industries and Occupations Award 2010</i> <i>Business Equipment Award 2010</i> <i>Timber Industry Award 2010</i> <i>(all contain a similar provision)</i>	a) Employed in one locality to work in another permanently b) Change of residence	<i>Cement and Lime Award 2010</i> 15.6 Travel, board and lodging ... (b) Permanent change in locality An employee: (i) employed in one locality to work in another; or (ii) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence; must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Expenses will cease after the employee has taken up permanent residence at the new location.
<i>Telecommunications Services Award 2010</i>	a) Transferred to another location or another state b) Change of residence c) The transfer is reasonably	(iv) Relocation expenses Where an employee is transferred to another location or another state, the cost of removal

	regarded as permanent	<p>expenses reasonably incurred will be borne and paid for by the employer, provided that an employee who is transferred at the employee's own request may be required to pay their own expenses.</p> <p>Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change in residence and where the employee is in the process of buying a place of residence in that new location the employee will be provided with suitable accommodation for a period not exceeding six weeks. Provided that in cases where such employees can show to the satisfaction of the employer that the employee has taken all reasonable steps to obtain a place of residence of a similar nature and standard to that which the employee previously enjoyed and without success, then the abovementioned period may be extended to a period not exceeding three months.</p> <p>...</p>
<i>Air Pilots Award 2010</i>	<p>a) Transfer of 180 days or more b) To another base</p>	<p><i>Clause 2: Definitions</i></p> <p>Permanent transfer means the transfer of a pilot from home base to a new home base for a period of 180 calendar days or more</p> <p>Home base (pilots employed subject to Schedule E of this Award) means the base at which a pilot from time to time is permanently domiciled</p> <p>Home base (pilots employed subject to Schedules B, C or D of this Award) means the base at which a pilot from time to time is permanently assigned or awarded</p> <p>17. Transfers 17.1 Permanent</p> <p>(a) A pilot who is permanently transferred to another base at the direction of the employer will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the employer prior to the transfer.</p>

<p><i>Aircraft Cabin Crew Award 2010</i></p>	<p>a) Transfer for more than 6 months b) To another base</p>	<p><i>Clause 2: Definitions</i></p> <p>permanent base is the employer-nominated geographical location from which cabin crew members are rostered for duty</p> <p>home base has the same meaning as permanent base</p> <p>B.1.1 Relocation expenses</p> <p>(a) An employee is entitled to receive payment from their employer of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate at the direction of the employer from one base to another base for a period in excess of six months. This subclause applies whether the transfer is permanent or temporary, so long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds six months.</p>
<p><i>Airline Operations—Ground Staff Award 2010</i></p>	<p>a) Transfer for more than 6 months b) To another base</p>	<p><i>Clause 2: Definitions</i></p> <p>home base means any base at which an employee is domiciled for a period in excess of 180 days</p> <p>21.18 Permanent transfers</p> <p>(a) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.</p> <p>(b) For the purposes of this clause, a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 21.18(a) will become applicable.</p>

Attachment C

Reasonable overtime

Issue: The plain language version of the *General Retail Industry Award 2010* (General Retail Award) removes clause 29.1 which sets out factors to be taken into account in determining whether or not overtime may be considered unreasonable. Parties have raised this issue as a substantive change to the award.

Research

Historical background

Clause 29.1 of the General Retail Award is most likely a result of the 2002 *Working Hours Case*.⁸ Following this decision, some pre-reform awards relevant to the General Retail Award were updated to include a reasonable overtime clause with terms similar to those set out in clause 29.1 of the General Retail Award.⁹

The 2008–2009 Award Modernisation Full Bench stated that the NES and modern awards are separate sources of safety net conditions.¹⁰ Indeed, the general approach of the AIRC was to refrain from replicating or paraphrasing the provisions of the NES in making modern awards.¹¹ Further, as part of the 4 yearly review of modern awards, a Full Bench of the Fair Work Commission stated a preference for not including notes and references to the NES.¹²

Approach taken in Pharmacy

The plain language drafter identified the overlap between clause 13.1(b) of the *Exposure Draft Pharmacy Industry Award 2014* (Pharmacy Exposure Draft) and the NES. Clause 13.1(b) of the Pharmacy Exposure Draft is identical to clause 29.1 of the General Retail Award. The plain language drafter pointed out that the clause could be omitted as it dealt with a matter already covered by the NES.¹³ In response to submissions of the parties, the Full Bench decided to include a note in the following terms:

“NOTE: Under the National Employment Standards (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.”¹⁴

A comparison of the provisions is provided at Attachment A. Attachment A shows that a number of factors outlined in the NES are not included the Exposure Draft.¹⁵

⁸ Decision, *Construction, Forestry, Mining and Energy Union & Others* (23 July 2002) [114 IR 390](#).

⁹ See for example - *Shop, Distributive and Allied Employees Association - Victorian Shops Interim Award 2000* [AP796250CRV](#) cl 29.1; *Retail and Wholesale Industry - Shop Employees - Australian Capital Territory - Award 2000* [AP794740CRA](#) cl 26.1.

¹⁰ Statement, *Award Modernisation*, [\[2008\] AIRCFB 717](#) (12 September 2008) [16].

¹¹ Statement, *Award Modernisation*, [\[2008\] AIRCFB 717](#) (12 September 2008) [16].

¹² Decision, *4 yearly review of modern awards*, [\[2014\] FWCFB 9412](#) (23 December 2014) [34]–[36].

¹³ FWC, [Plain language – draft documents](#), published 30 November 2015, page 37.

¹⁴ Decision, *4 yearly review of modern awards – Plain language project – drafting Guidelines – Pharmacy Industry Award 2010 – plain language drafting issues*, [\[2017\] FWCFB 344](#) (20 January 2017) [205]–[209].

¹⁵ Note: the *Fair Work Act 2009* (Cth), ss 55(1),(4)-(5) states that modern awards must not exclude the National Employment Standards (NES) but may contain ancillary and supplementary terms or terms that have the same effect as provisions of the National Employment Standards.

Conclusion

A 4 yearly review of modern awards Full Bench has decided not to include summaries of the NES entitlements in modern awards.¹⁶ The plain language Full Bench did, however, decide that a note could be included that would point the reader to section 62 of the *Fair Work Act 2009*.¹⁷ The Full Bench stated that the note, as drafted, does not summarise or link to the NES and could therefore be included in the *Pharmacy Industry Award 2010* (Pharmacy Award).¹⁸

For consistency of approach, modern awards containing a reasonable overtime clause in the same terms as those of the Pharmacy Award and the General Retail Award should be reviewed with a view to removing those clauses. It may be considered appropriate to include a note in those awards similar to that in the plain language version of the Pharmacy Award.¹⁹

Currently 11 modern awards contain a reasonable overtime clause in the same terms as those of the General Retail Award. See Attachment B for a list of modern award that currently contain a clause in identical terms to that of clause 29.1 General Retail Award.

¹⁶ Decision, *4 yearly review of modern awards*, [2014] FWCFB 9412 (23 December 2014)[34]–[36].

¹⁷ Decision, *4 yearly review of modern awards – Plain language project – drafting Guidelines – Pharmacy Industry Award 2010 – plain language drafting issues*, [2014] FWCFB 344 (20 January 2017)[207].

¹⁸ Decision, *4 yearly review of modern awards – Plain language project – drafting Guidelines – Pharmacy Industry Award 2010 – plain language drafting issues*, [2014] FWCFB 344 (20 January 2017)[207].

¹⁹ See clause 20 of the Exposure draft – Pharmacy industry Award 2016.

Attachment A— Comparison of the Provisions for Reasonably Refusing to Work Additional Hours

Table 1: Comparison of clause 13.1 of the Exposure Draft Pharmacy Industry Award 2014 and section 62 of the NES

Exposure Draft Pharmacy Industry Award 2014 13.1 Reasonable overtime	National Employment Standards 62 Maximum weekly hours
(a) Subject to clause 13.1(b) an employee other than a casual employee may be required to work reasonable overtime at the applicable overtime rate.	... <i>Employee may refuse to work unreasonable additional hours</i> (2) The employee may refuse to work additional hours (beyond those referred to in paragraph (1)(a) or (b)) if they are unreasonable.
(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:	<i>Determining whether additional hours are reasonable</i> (3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:
(i) any risk to employee health and safety;	(a) any risk to employee health and safety from working the additional hours;
(ii) the employee’s personal circumstances including any family responsibilities;	(b) the employee’s personal circumstances, including family responsibilities;
(iii) the needs of the workplace or enterprise;	(c) the needs of the workplace or enterprise in which the employee is employed;
(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and	(d) 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; (e) any notice given by the employer of any request or requirement to work the additional hours;
	(f) any notice given by the employee of his or her intention to refuse to work the additional hours; (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works; (h) the nature of the employee’s role, and the employee’s level of responsibility; (i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
(v) <u>any</u> other relevant matter.	(j) <u>any</u> other relevant matter.

Source: Clause 13.1 of the Exposure Draft Pharmacy Industry Award 2014 and section 62 of the National Employment Standards.

Attachment B

Building and Construction General On-site Award 2010, cl 36.1;

Cleaning Services Award 2010, cl 28.1;

Electrical, Electronic and Communications Contracting Award 2010, cl 26.1;

Fast Food Industry Award 2010, cl 26.4;

General Retail Industry Award 2010, cl 29.1;

Graphic Arts, Printing and Publishing Award 2010, cl 33.1;

Hair and Beauty Industry Award 2010, cl 31.1;

Joinery and Building Trades Award 2010, cl 30.1;

Manufacturing and Associated Industries and Occupations Award 2010, cl 40.2;

Timber Industry Award 2010, cl 30.11.