



Fair Work  
Commission

AM2023/21 – Modern Awards Review 2023  
Making Awards Easier to Use stream  
Fast Food Award and Retail Award

## SUMMARY OF SUBMISSIONS – Fast Food Award and Retail Award

This submission summary document has been prepared by staff of the Fair Work Commission to assist with the Making Awards Easier to Use stream of the Modern Awards Review 2023-24.

Parties have been invited to advance any proposals to make modern awards easier to use while not reducing entitlements for award-covered employees.

This document has been prepared to assist parties in **consultation 2** dealing with the Fast Food Award 2020 (Fast Food Award) and the General Retail Industry Award (Retail Award).

The summary of submissions document does not represent the concluded view of the Commission on any issue.



## Contents

<b>Glossary .....</b>	<b>5</b>
<b>Submissions in reply key .....</b>	<b>5</b>
<b>Fast Food Award 2020.....</b>	<b>6</b>
Clause 1 - Title and commencement - AWCC.....	6
Clause 2 - Definitions - AWCC.....	6
Clause 3 – NES - AWCC .....	6
Clause 4 - Coverage - AWCC.....	6
Clause 5 - Individual Flexibility Arrangements - AWCC.....	6
Clause 6 - Requests for flexible working arrangements - AWCC.....	6
Clause 7 - Facilitative provisions - AWCC.....	6
Clause 9 - Full-time employees - AWCC.....	6
Clause 10.1 and 10.7 - Part-time employees - AWCC .....	6
Clause 10.2 and 11.3 - Part-time and casual minimum engagement periods - Ai Group .....	7
Clause 10.3(d) - Timing and duration of meal breaks for part-time employees - Ai Group ....	7
NEW Clause 10.8 - Additional hours of work for part-time employees – Ai Group .....	8
Clause 12.4 - Classifications - AWCC.....	8
Clause 12.4(a)(ii) - Fast food employee Level 1 - AWCC.....	8
NEW Clause 13.7 – Broken shifts - Ai Group .....	8
Clause 14.1 - Breaks - AWCC.....	8
NEW Clause 14.6 - Taking meal breaks - Ai Group.....	9
NEW - guaranteed safe breaks - RAFFW .....	9
Clause 14.7 - Direction to work during a meal or rest Breaks - Ai Group .....	9
Clause 15.4 - National training wage - AWCC.....	9
Clause 17.2 - Broken Hill allowance - Ai Group.....	10
Clause 17.2 - Meal allowance - AWCC.....	10
Clause 17.6 - Traveling time reimbursement - AWCC.....	10
Clause 18.2(b) - Excluded payments - AWCC .....	10
Clause 20.1 - Reasonable overtime - AWCC.....	10
Clause 20.2 - Payment of overtime - AWCC.....	10
Clause 20.7 - Time off Instead of payment for overtime - AWCC .....	10
Clause 28 - Consultation about major workplace change - AWCC .....	11



**General Retail Industry Award 2020 ..... 12**

NEW - Addition of a 'preliminary' section with alphabetised index - MGA.....	12
NEW - Addition of 'summary' sections - MGA.....	12
NEW - Add hyperlinks to definitions - MGA.....	12
Define key terms – Wage Buddy .....	12
Clause 4 - Coverage - AWCC.....	12
Clause 4.5 - Coverage - AWCC.....	13
Clause 5.11 - Agreement termination - AWCC.....	13
Clause 10 - Part-time employment - AHA.....	13
Clause 10.5(c) - Timing and duration of meal breaks for part-time employees - Ai Group...13	
Clause 10.6 and 10.7- Changes to regular pattern of work - AWCC .....	14
Clause 10.9 - Minimum engagement period part time - AWCC .....	14
NEW clause 10.11 - Additional hours of work for part-time employees – Ai Group.....	15
Clause 11.2 - Minimum daily engagement of a casual employee - AWCC.....	15
Clause 15 - Hours of work - Ai Group .....	15
Clause 15.1 - Ordinary span of hours - overtime not clear - MGA.....	15
Clause 15.2 - Trading hours extension - AWCC .....	16
Clause 15.2(c) - Spread of hours - Ai Group .....	16
New Clause 15.6 - Remote work - Ai Group.....	16
Clause 15.6(m) - Banking of RDOs - AWCC.....	16
Clause 15.6 - Hours of work - full-time employees (plain language) - AHA .....	17
Clause 15.6 - Hours of work – full-time employees (rostering) - AHA .....	17
Clause 15.7 - Rostering arrangements - AHA.....	17
Clause 15.7 and 15.8 - Rostering arrangements and casuals (ABI and BNSW) .....	18
Clause 16 - Breaks - AHA.....	18
Clause 16.4 - Rostering rest and meal breaks - AWCC.....	19
Clause 16.6(b)) - Breaks between work periods - AWCC .....	19
Clause 17.3 - apprentice rates - AWCC .....	19
Clause 17.3 - apprentice rates - AHA.....	19
Clause 17.5 and Schedule A - enhancing visibility of higher duties - MGA .....	20
Clause 18.2 - Payment of wages - NRA .....	20
Clause 18.4 - Payment on termination of employment - AWCC .....	20
Clause 19.3 - Special clothing - MGA.....	20
Clause 19.9 - Cold work allowance – meaning of principally employed - MGA .....	21



Fair Work  
Commission

AM2023/21 – Modern Awards Review 2023  
Making Awards Easier to Use stream  
Fast Food Award and Retail Award

Clause 19.10 - First Aid Allowance - Ai Group.....	21
Clause 19.10 - First aid allowance - AHA.....	21
Clause 19.11 - Recall allowance - MGA.....	22
NEW Clause 20 - Exemption rates - Ai Group.....	22
Clause 20.4 - Superannuation fund - AWCC.....	23
Clause 21 - Overtime - AHA.....	24
Clause 21.2 (a) and 15.6 (a) - Payment of overtime - AWCC.....	24
Clause 21.2 (e) - Overtime rate - AWCC.....	24
Clause 22.2(a) - Public holiday work and payment of penalty rates - RAFFW.....	24
Clause 22.2(b) - Public holiday work - AWCC.....	25
Clause 28.3 - Annual leave loading - AWCC.....	25
Clause 28.3 - Annual leave loading - NRA.....	25



Fair Work  
Commission

## AM2023/21 – Modern Awards Review 2023 Making Awards Easier to Use stream Fast Food Award and Retail Award

### Glossary

ABI/BNSW	Australian Business Industrial (ABI) and Business NSW
ACCI	Australian Chamber of Commerce and Industry
ACTU	Australian Council of Trade Unions
AHA	Australian Hotels Association
Ai Group	Australian Industry Group
ARA	Australian Retailers Association
ASU	Australian Services Union
AWCC	Australian Workforce Compliance Council
BCA	Business Council of Australia
CCIWA	Chamber of Commerce and Industry WA
HSU	Health Services Union
MGA	Master Grocers Australia
NECA	National Electrical and Communications Association
NRA	National Retail Association
RAFFWU	Retail and Fast Food Workers Union
SDA	Shop, Distributive and Allied Employees' Association
UWU	United Workers Union

### Submissions in reply key

Proposal is agreed

Proposal is  
somewhat agreed

Proposal is opposed

## Fast Food Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
AWCC	1	1.	4.2 (xiii)	<b>Clause 1 - Title and commencement - AWCC</b> Lack of reference to major variations.	<b>Proposal Summary:</b> Include a summary or reference to major variations.	<b>RAFFW oppose</b> – summary will confuse lay reader (para 14(xiii))
AWCC	2	2.	4.2(xiv)	<b>Clause 2 - Definitions - AWCC</b> Definitions could be more concise.	<b>Proposal Summary:</b> Group related terms for better clarity.	<b>RAFFW oppose</b> – no proposal (para 14(xiv))
AWCC	3	3.	4.2(xv)	<b>Clause 3 – NES - AWCC</b> Some terms referred to without explanation.	<b>Proposal Summary:</b> Clarify terms without explanation.	<b>RAFFW oppose</b> – no proposal (para 14(xv))
AWCC	4	4.	4.2(xvi)	<b>Clause 4 - Coverage - AWCC</b> Definition of the fast food industry could be simplified.	<b>Proposal Summary:</b> Simplify the definition.	<b>RAFFW oppose</b> – no proposal (para 14(xvi))
AWCC	5	5.	4.2(xvii)	<b>Clause 5 - Individual Flexibility Arrangements - AWCC</b> Issue: Language could be simplified.	<b>Proposal Summary:</b> Simplify language.	<b>ACTU oppose</b> - reduction in entitlements <b>RAFFW oppose</b> – no proposal (para 14(xvii))
AWCC	6	6.	4.2(xviii)	<b>Clause 6 - Requests for flexible working arrangements - AWCC</b> Note about disputes and references not prominently displayed.	<b>Proposal Summary:</b> Highlight the note about disputes and references	<b>RAFFW oppose</b> – FWC award note appears more prominent (para 14(xviii))
AWCC	7	7.	4.2(xix)	<b>Clause 7 - Facilitative provisions - AWCC</b> Explanation of facilitative provisions could be more explicit.	<b>Proposal Summary:</b> Provide a clearer explanation	<b>RAFFW oppose</b> – no proposal (para 14(xix))
AWCC	9	8.	4.2(i)	<b>Clause 9 - Full-time employees - AWCC</b> Lack of clarity on the definition of 4 weeks.	<b>Proposal Summary:</b> Specify the averaging period and provide an example roster.	<b>RAFFW oppose</b> – word does not create usability issues (para 14(i))
AWCC	10.1 and 10.7	9.	4.2(iii) 4.2(xxi)	<b>Clause 10.1 and 10.7 - Part-time employees - AWCC</b> Unclear maximum/minimum weekly hours and what constitutes "reasonably predictable hours."	<b>Proposal Summary:</b> Clearly define weekly hour limits and "reasonably predictable hours."	<b>RAFFW oppose</b> – word does not create usability issues (para 14(iii))
AWCC	10.5 and 10.7	10.	4.2(xxi)	<b>Clause 10.5 and 10.7 - Part-time employees - AWCC</b> Language in clauses regarding variations could be simplified.	<b>Proposal Summary:</b> Simplify language in clauses regarding variations for better understanding.	<b>RAFFW oppose</b> – no proposal (para 14 (xxi))

## Fast Food Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
Ai Group	10.2 and 11.3	11.	13.C, p101	<p><b>Clause 10.2 and 11.3 - Part-time and casual minimum engagement periods - Ai Group</b></p> <p>The Fast Food Award mandates a minimum rostered period of three consecutive hours for both part-time and casual employees. This regulation is seen as overly restrictive, especially when employees are required to attend meetings or training remotely, where the physical presence at a workplace isn't necessary.</p>	<p><b>Proposal Summary:</b> Ai Group suggests revising the Award to allow part-time and casual employees to be rostered for less than three consecutive hours for attending meetings or training remotely, thus not mandating the attendance at a designated workplace. This adjustment aims to reflect the modern working practices, especially the increased prevalence of remote work and digital communication tools.</p> <p><b>Proposed Wording:</b></p> <p><b>For Part-time employees (Clause 10.2):</b> An employer must roster a part-time employee for a minimum of 3 consecutive hours on any shift, <u>except where the employee is required by the employer to attend a meeting or participate in training, however the employee is not required to attend a designated workplace for this purpose.</u></p> <p><b>For Casual employees (Clause 11.3):</b> The minimum daily engagement for a casual employee is 3 consecutive hours, <u>except where the employee is required by the employer to attend a meeting or participate in training, however the employee is not required to attend a designated workplace for this purpose.</u></p>	<p><b>RAFFW oppose</b> – reduction in entitlement (para 16c)</p>
Ai Group	10.3(d)	12.	13.A, p97	<p><b>Clause 10.3(d) - Timing and duration of meal breaks for part-time employees - Ai Group</b></p> <p>The Fast Food Award requires, at the time of engaging a part-time employee, an agreement in writing on a regular pattern of work including the timing and duration of meal breaks. Ai Group argues that this requirement is overly restrictive and does not accommodate unforeseen operational needs. It also points out that the award does not impose similar requirements for full-time employees.</p>	<p><b>Proposal Summary:</b> Deletion of clause 10.3(d)</p> <p>Ai Group suggests removing the clause that mandates an agreement on the timing and duration of meal breaks for part-time employees. This proposal aims to enhance flexibility for employers while maintaining the meal break entitlement for employees. It does not propose to remove the meal break entitlement itself or the protections on when meal breaks are to be taken, just the need for these to be part of the initial written agreement on a regular work pattern.</p> <p><b>Other impacted clauses:</b></p> <p>Deleting from clause 14.2 the words 'and are subject to any agreement made under clause 10.3 regarding a part-time employee's regular pattern of work', the deletion of clause 14.3, and associated renumbering of clauses.</p>	<p><b>ACTU oppose</b> – reduction in entitlements</p> <p><b>RAFFW oppose</b> – meal breaks are clear (para 16a)</p>

## Fast Food Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
Ai Group	NEW 10.8	13.	13.B, p98	<b>NEW Clause 10.8 - Additional hours of work for part-time employees – Ai Group</b> The Fast Food Award mandates that any hours worked beyond a part-time employee's agreed regular hours are considered overtime unless a variation is agreed in writing. This requirement is challenging for employers due to the fast-paced and unpredictable nature of the industry, where additional hours often need to be allocated at short notice.	<b>Proposal Summary:</b> Ai Group proposes allowing part-time employees to agree to work additional hours as ordinary hours, subject to specific limits on weekly, daily, and per-shift hours. This arrangement aims to provide flexibility for employers and employees, making it easier for part-time employees to work additional hours without the burden of formalising each change in writing or paying overtime rates unnecessarily.  <b>Proposed Wording:</b> <i>10.8 An employer and part-time employee may agree in writing (including by electronic means) that where the employee agrees to perform additional hours of work outside or in excess of their regular pattern of work as agreed under clause 10.3 or as varied pursuant to clause 10.5 or 10.7, the time worked will be treated as ordinary hours and paid as such.</i>  Additionally, Ai Group suggests modifying existing clause 10.9 to accommodate the new clause 10.8 and introducing a new clause 20.4 to clarify that certain overtime provisions operate subject to the proposed clause 10.8.	<b>ACTU oppose</b> – reduction in entitlements <b>RAFFW oppose</b> – notes the power imbalance between employer and Fast Food workers (para 16b)
AWCC	12.4	14.	4.2(xxii)	<b>Clause 12.4 - Classifications - AWCC</b> Classifications may benefit from being more succinct.	<b>Proposal Summary:</b> (a) Maintain clarity while making Level 1 more concise. (b) Maintain clarity while making Level 2 more succinct. (c) Maintain clarity while making Level 3 more succinct	<b>RAFFW oppose</b> – no proposal (para 14(xxii))
AWCC	12.4(a)(ii)	15.	4.2(ii)	<b>Clause 12.4(a)(ii) - Fast food employee Level 1 - AWCC</b> Ambiguity in measuring competence uniformly.	<b>Proposal Summary:</b> Define "competence" consistently across related awards, ensuring clarity and uniformity.	<b>RAFFW oppose</b> – word does not create usability issues (para 14(i))
Ai Group	New 13.7	16.	13.D , p103	<b>NEW Clause 13.7 – Broken shifts - Ai Group</b> The Fast Food Award currently restricts employees from working more than one period of ordinary hours within a single calendar day, limiting flexibility for both employers and employees, especially in a 24/7 operational context.	<b>Proposal Summary:</b> Ai Group proposes introducing a new clause (13.7) allowing employees, by agreement with their employer, to work ordinary hours in two separate periods within the same day. This change aims to accommodate diverse needs, such as students' schedules and caregiving responsibilities, while also addressing operational demands of the fast food industry.  <b>Proposed Wording:</b> <i>13.7 By agreement between an employer and employee, an employee may perform ordinary hours of work during two separate periods of work on any day. Any such agreement may be ongoing or for a specified period of time.</i>	<b>ACTU oppose</b> – reduction in entitlements <b>RAFFW oppose</b> – reduction in entitlements (para 16d)
AWCC	14.1	17.	4.2(iv)	<b>Clause 14.1 - Breaks - AWCC</b> Lack of guidance on tracking paid breaks.	<b>Proposal Summary:</b> Provide guidance on acceptable proof for tracking breaks.	<b>RAFFW oppose</b> – breaks tracked through rosters (para 14(iv))

## Fast Food Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
Ai Group	NEW 14.6	18.	13.E, p106	<b>NEW Clause 14.6 - Taking meal breaks - Ai Group</b> The Fast Food Award currently restricts the timing of rest and meal breaks in a way that may not always align with the preferences or needs of employees and employers. The existing clause does not explicitly allow for flexibility through mutual agreement.	<b>Proposal Summary:</b> Ai Group suggests adding a new clause (14.6) to explicitly allow employers and employees to mutually agree on arrangements that deviate from the standard requirements for meal and rest breaks. This includes taking breaks within the first or last hour of work, combining rest and meal breaks, or working up to 6 hours without a meal break.  <b>Proposed Wording:</b> <i>14.6 An employer and employee may agree, on an ongoing basis or for a specified period of time, to one or more of the following arrangements, where the employee is entitled to the relevant break(s):</i> <i>(a) the employee will take rest breaks and/or meal breaks within the first and/or last hour of work;</i> <i>(b) the employee take rest breaks combined with meal breaks; and/or</i> <i>(c) the employee will work up to 6 hours without taking a meal break.</i>	<b>ACTU oppose</b> – reduction in entitlements  <b>RAFFW oppose</b> – reduction in entitlements (para 16e)
RAFFW	NEW	19.	16e	<b>NEW - guaranteed safe breaks - RAFFW</b>	<b>In their submission in reply to Ai Group, RAFFW</b> suggest a guarantee of safe breaks is inserted in the Fast Food Award, in similar terms to clauses 16.6 and 15.1 of the Retail Award.	<b>Raised in submissions in reply.</b>
Ai Group	NEW 14.7	20.	13.F, p110	<b>Clause 14.7 - Direction to work during a meal or rest Breaks - Ai Group</b> The Fast Food Award currently lacks a provision allowing employers to direct employees to work during meal or rest breaks under specific circumstances. This can create operational challenges in situations requiring immediate attention or unexpected workload increases.	<b>Proposal Summary:</b> Ai Group proposes a new clause (14.7) that would enable employers to direct employees to work during their scheduled rest or meal breaks, with the understanding that such work will be paid at ordinary rates and an alternative break will be provided as soon as practicable.  <b>Proposed Wording:</b> <i>14.7 Notwithstanding anything in this clause, an employer may direct an employee to perform work during a rest break or meal break. Such work will be treated as ordinary hours and paid as such. The employer must endeavour to provide the employee with an alternate break as soon as reasonably practicable thereafter.</i>	<b>ACTU oppose</b> – reduction in entitlements  <b>RAFFW oppose</b> – reduction in entitlements (para 16f)
AWCC	15.4	21.	4.2(v)	<b>Clause 15.4 - National training wage - AWCC</b> Unnecessary reference to Miscellaneous Award 2020.	<b>Proposal Summary:</b> Remove the clause for clarity.	<b>Ai Group oppose</b> because the National Training Wage would no longer apply (para 84–85, p.19)  <b>RAFFW</b> - support removal of any minimum rates reference to the National Training Wage (para 14(v))

## Fast Food Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
Ai Group	17.2	22.	13.H P119	<b>Clause 17.2 - Broken Hill allowance - Ai Group</b> The current clause in the Fast Food Award provides a fixed weekly Broken Hill allowance for employees in the County of Yancowinna, NSW, regardless of their employment type or hours worked. This approach contrasts with the General Retail Industry Award, where the allowance is paid hourly to part-time and casual employees to reflect hours worked.	<b>Proposal Summary:</b> Ai Group proposes amending the clause to specify that the Broken Hill allowance for full-time employees remains a fixed weekly amount, but for part-time and casual employees, it should be paid at an hourly rate. This change aims to align the payment of the allowance with the actual hours worked by part-time and casual employees, resolving ambiguities and inconsistencies between awards.  <b>Proposed Wording:</b>  <b>17.2 Broken Hill allowance</b> (a) An employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of: (i) in the case of full-time employees: \$42.58 per week; or (ii) in the case of part-time or casual employees: \$1.12 per ordinary hour. (b) This allowance is in addition to all other payments.	<b>RAFFW oppose</b> – currently investigating note likely to result in a reduction in entitlements (para 16h) <b>SDA</b> considers alignment of this allowance with the General Retail Industry Award appropriate for discussion in the consultations.
AWCC	17.4	23.	4.2(vi)	<b>Clause 17.2 - Meal allowance - AWCC</b> Ambiguity around provided meals and guidance for cancelled overtime.	<b>Proposal Summary:</b> Define provided meals and provide guidance on cancelled overtime conditions.	<b>RAFFW</b> agree that meal should meet a certain standard. Oppose inclusion of cancelled overtime (para 14(vi))
AWCC	17.6	24.	4.2(vii)	<b>Clause 17.6 - Traveling time reimbursement - AWCC</b> Clause is confusing.	<b>Proposal Summary:</b> Rewrite the clause for better clarity.	<b>RAFFW oppose</b> - no proposal (para 14(vii))
AWCC	18.2(b)	25.	4.2(viii)	<b>Clause 18.2(b) - Excluded payments - AWCC</b> Unclear what constitutes "other similar payments."	<b>Proposal Summary:</b> Provide clarity on "other similar payments."	<b>RAFFW oppose</b> – list already provides explanation (para 14(viii))
AWCC	20.1	26.	4.2(ix)	<b>Clause 20.1 - Reasonable overtime - AWCC</b> Lack of definitions for "reasonable" and "unreasonable."	<b>Proposal Summary:</b> Define "reasonable" and "unreasonable" considering various factors.	<b>RAFFW oppose</b> – depends on circumstances (para 14(ix))
AWCC	20.2	27.	4.2(x)	<b>Clause 20.2 - Payment of overtime - AWCC</b> Lack of clarification for non-shift workers.	<b>Proposal Summary:</b> Add a reference to shift workers.	<b>RAFFW oppose</b> – no shift workers in award (para 14(x))
AWCC	20.7	28.	4.2(xi)	<b>Clause 20.7 - Time off Instead of payment for overtime - AWCC</b> Random note about change in working arrangements.	<b>Proposal Summary:</b> Remove the random note for clarity.	<b>Ai Group oppose</b> since the Note was recently considered and varied by a Full Bench in [2023] FWCFB 107 (para 88–91, p.,19) <b>RAFFW oppose</b> – notes already assist in clarity (para 14(xi))

## Fast Food Award 2020

AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submissions in reply
AWCC	28	29.	4.2(xii)	<p><b>Clause 28 - Consultation about major workplace change - AWCC</b> Lack of clarity on the notice period for major changes.</p>	<p><b>Proposal Summary:</b> Specify the time frame for notice.</p>	<p><b>RAFFW agree</b> – however Job Security stream more relevant (para 14(xii))</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
MGA	NEW - Index	30.	14, p6	<b>NEW - Addition of a 'preliminary' section with alphabetised index - MGA</b> The existing table of contents is deemed not intuitive for efficiently locating specific sections or information within the Retail Award.	<b>Proposal summary:</b> proposes the addition of a preliminary section with an alphabetised index at the beginning of the Retail Award to improve user navigation. This index would list key concepts and entitlements, acting as a more accessible and utilised tool for reference alongside the existing table of contents.	<b>Ai Group</b> (para/s 92–92, p.22) submits that an alphabetical list may assist in navigating the award, but any assessment of what “key” entitlements are is prone to difficulty. <b>RAFFW agree</b> (para 13.a) <b>SDA</b> considers this proposal appropriate for discussion (para 13(b)).
MGA	NEW summary	31.	17, p6	<b>NEW - Addition of 'summary' sections - MGA</b> The structure of the Retail Award can obscure when certain entitlements, such as overtime, should be paid.	<b>Proposal summary:</b> MGA suggests the addition of 'summary' sections within the GRIA that explain key features and consolidate information on specific entitlements to aid in clarity and ease of use.  <b>Proposed wording:</b> Nil, for example, under the 'Overtime' heading in clause 21 of the Retail award, include a brief paragraph summarising all situations where an obligation to pay overtime may arise, including references to relevant clauses elsewhere in the award.	<b>Ai Group oppose</b> (para 94–95, p.22) this proposal because it will add to the award's length and summaries may conflict with substantive provisions. <b>RAFFW oppose</b> - award already plainly drafted (13.b)
MGA	NEW	32.	30, p7	<b>NEW - Add hyperlinks to definitions - MGA</b> The Retail Award is detailed and contains numerous terms with specific definitions that may not be immediately clear to less experienced readers.	<b>Proposal summary:</b> MGA suggests enhancing the digital accessibility of the Retail Award by hyperlinking key terms to their definitions within the award document. This would aid in navigation and improve understanding for users.	<b>Ai Group</b> (para 103–104) agrees with linking terms defined in clause 2. However, it should apply to, and not extend further than, those defined terms. Care should also be taken where there may be more than one definition for a term (e.g. shiftworker). <b>RAFFW agree</b> (para 13.e) <b>SDA</b> considers this proposal appropriate for discussion (para 13(b)).
Wage Buddy	Definitions	33.	18, p3	<b>Group definitions - Wage Buddy</b> Difficulty in locating and understanding defined terms within the Retail Award due to inconsistent placement and non-capitalisation, which complicates navigation and comprehension of the document.	<b>Proposal Summary:</b> Consolidate all defined terms in the Definitions clause (Part 1-9) for easier access and clarity, with a suggestion to list but not define terms found in schedules within the same clause. This approach aims to enhance award navigation and readability by standardising the presentation of defined terms.	Proposal made in reply submission.
Wage Buddy	Definitions	34.	21, p4	<b>Define key terms - Wage Buddy</b> Ambiguity in the meaning of key terms within the Retail Award due to the absence of explicit definitions, leading to uncertainty in interpretation and application. rms	<b>Proposal Summary:</b> Recommend defining ambiguous key terms within the Definitions clause to clarify their intended meaning, enhancing the award's clarity and usability. This would aid in determining the relevance of specific terms and ensure consistent interpretation across the document.	Proposal made in reply submission.
AWCC	4	35.	6.2(a)(ix), p57	<b>Clause 4 - Coverage - AWCC</b> References to Schedules and varied by links can lead to incorrect interpretations.	<b>Proposal Summary:</b> Create a classification table within the clause, listing industries without references to external schedules.	<b>RAFFW oppose</b> – increase complexity (para 14c(i))

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AWCC	4.5	36.	6.2(a)(x), p57	<b>Clause 4.5 - Coverage - AWCC</b> Lack of clarity on "most appropriate" classification determination.	<b>Proposal Summary:</b> Clearly define "most appropriate" and provide guidelines for determination.	<b>RAFFW oppose</b> – no clear proposal (para 14c(ii))
AWCC	5.11	37.	6.2(a)(xi), p57	<b>Clause 5.11 - Agreement termination - AWCC</b> Clause can be simplified post-2013 amendment.	<b>Proposal Summary:</b> Update to state a 4-week written notice for agreement termination.	<b>RAFFW agree</b> – (para 14c(iii))
AHA	10	38.	26 , p20	<b>Clause 10 - Part-time employment - AHA</b> Current part-time provisions limit flexibility and act as a barrier for casual employees to be engaged on a permanent part-time basis.	<b>Proposal summary:</b> Replace clause 10 with the part-time employees' provision in the Hospitality Industry (General) Award (also clause 10).	<p><b>ABI/BNSW do not oppose</b> (para 6.24, p26)</p> <p><b>Ai Group agrees</b> increased flexibility for part-time employment should be properly explored. It has concerns about simply replacing clause 10 with the related Hospitality Industry (General) Award clause (para 124–127, p.27)</p> <p><b>ARA agrees</b> (para P.2) that the part-time rostering provisions are unduly restrictive and should be amended for the mutual benefit of employees and employers.</p> <p><b>RAFFW oppose</b> – diminishes job security (para 11a)</p>
Ai Group	10.5(c)	39.	14.A, p122	<b>Clause 10.5(c) - Timing and duration of meal breaks for part-time employees - Ai Group</b> The Retail Award requires employers and part-time employees to agree in writing on the timing and duration of meal breaks at the time of engagement. This requirement is seen as unduly restrictive and inflexible, particularly as operational needs can change, making it difficult to adhere to predetermined break times.	<p><b>Proposal Summary:</b> Ai Group proposes to remove the requirement from the Retail Award that the timing and duration of meal breaks for part-time employees must be part of the agreed regular pattern of work. The proposal aims to enhance flexibility and reduce the regulatory burden without reducing the meal break entitlements themselves.</p> <p><b>Proposed wording:</b> deletion of clause 10.5(c) of the award.</p>	<p><b>ACTU oppose</b> – reduction in entitlements</p> <p><b>ARA agree</b> - that the part-time rostering provisions are unduly restrictive and should be amended for the mutual benefit of employees and employers (p2)</p> <p><b>NRA agree</b> (para 2.6)</p> <p><b>RAFFW oppose</b> – reduce entitlements (para 17a)</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AWCC	10.6 and 10.7	40.	6.2(a)(xii) p,58	<p><b>Clause 10.6 and 10.7- Changes to regular pattern of work - AWCC</b> Lack of clarity regarding understanding regular pattern changes.</p>	<p><b>Proposal Summary:</b> To mitigate the implications of incorrect understanding of altering regular work patterns. Clause 10.6 requires enhancement to articulate that the employee understands any alterations will result in ordinary pay, not overtime, and they understand and agree without coercion. See below for proposed rewording.</p> <p><b>Proposed wording:</b></p> <p><b>10.6 Changes to regular pattern of work by agreement</b> <i>The employer and the employee may agree to vary the regular pattern of work agreed under clause 10.5 on a temporary or ongoing basis, with effect from a future date or time. Any such agreement must be recorded in writing:</i></p> <p>(a) if the agreement is to vary the employee’s regular pattern of work for a particular rostered shift – before the end of the affected shift; and (b) otherwise – before the variation takes effect.</p> <p><b>NOTE 1:</b> An agreement under clause 10.6 could be recorded in writing including through an exchange of emails, text messages or by other electronic means. <b>NOTE 2:</b> An agreement under clause 10.6 cannot result in the employee working 38 or more ordinary hours per week.</p> <p><b>EXAMPLE:</b> Sonya’s guaranteed hours include 5 hours work on Mondays. During a busy Monday shift, Sonya’s employer sends Sonya a text message asking her to vary her guaranteed hours that day to work 2 extra hours at ordinary rates (including any penalty rates). Sonya is happy to agree and replies by text message confirming that she agrees. The variation is agreed before Sonya works the extra 2 hours. Sonya’s regular pattern of work has been temporarily varied under clause 10.6. She is not entitled to overtime rates for the additional 2 hours.</p> <p>10.7 The employer must keep a copy of any agreement under clause 10.5, and any variation of it under clause 10.6 or 10.11, and, if requested by the employee, give another copy to the employee.</p> <p>(a) The agreement must specify in clear print that alteration of the regular work pattern under clause 10.6 will result in ordinary pay, not overtime, and the employee understands and agrees without coercion.</p>	<p><b>Ai Group oppose</b> changes are not necessary (para 152–153, p.30)</p> <p><b>RAFFW oppose</b> – agreement test is lower than coercion (para 14c(iv))</p>
AWCC	10.9	41.	6.2(a) (xiii), p60	<p><b>Clause 10.9 - Minimum engagement period part time - AWCC</b> It is unclear that a breach of this clause has a financial consequence (e.g. whether there should be a top-up in payment to ensure the part-time employee receives a minimum payment for 3 hours for the day).</p>	<p><b>Proposal Summary:</b> Use similar wording as per Hospital Industry (General) Award 2020 (for casuals) as follows: 10.9 A part-time employee must be engaged and paid for at least 3 consecutive hours on each occasion they are required to attend work.</p>	<p><b>Ai Group oppose</b> – change is not necessary (para 155, p.31)</p> <p><b>RAFFW oppose</b> – clause already clear (para 14c(v))</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
Ai Group	NEW 10.11	42.	14.B, p123	<b>NEW clause 10.11 - Additional hours of work for part-time employees – Ai Group</b> The Retail Award mandates written agreements for any change in the regular pattern of work for part-time employees, causing operational inflexibility. This makes it challenging to accommodate additional work hours at ordinary rates on an ad hoc basis, which is a frequent requirement in the retail industry due to varying customer demand and staff availability.	<b>Proposal Summary:</b> Ai Group suggests amending the Retail Award to allow employers and part-time employees to agree that any additional hours worked beyond the agreed regular pattern can be considered ordinary hours, thus avoiding the need for overtime payments unless exceeding 38 hours per week. This aims to enhance operational flexibility and reduce administrative burdens while providing part-time employees more opportunities to work additional hours at ordinary rates.  <b>Proposed Wording:</b> <i>10.11 An employer and part-time employee may agree in writing (including by electronic means) that where the employee agrees to perform additional hours of work outside or in excess of their regular pattern of work as agreed under clause 10.5 or as varied pursuant to clause 10.6 or 10.12, the time worked will be treated as ordinary hours and paid as such.</i>  It is proposed that existing clauses 10.8 and 21.2(b) also be varied such that they operate subject to the proposed clause 10.11	<b>ABI/BNSW agrees</b> - (para 6.26, p26)  <b>ACTU oppose</b> – reduction in entitlements - retailers may have greater ordinary hours due to online presence, establishment is physical store.  <b>NRA agrees</b> – (para 2.5)  <b>RAFFW oppose</b> – provision used often, agree for in writing is the basis to avoid overtime (para 17b)
AWCC	11.2	43.	6.2(a)(xiv), p60	<b>Clause 11.2 - Minimum daily engagement of a casual employee - AWCC</b> It is unclear that a breach of this clause has a financial consequence (e.g. whether there should be a top-up in payment to ensure the casual employee receives a minimum payment for 3 hours for the day).	<b>Proposal Summary:</b> Use consistent wording as per Hospital Industry (General) Award 2020 as follows: <i>11.2 A casual employee must be engaged and paid for at least 3 consecutive hours, or 1.5 hours in the circumstances set out in clause 11.3 of work, on each occasion they are required to attend work.</i>	<b>RAFFW oppose</b> – clause already clear (para 14c(vi))
Ai Group	15	44.	14.C, p125	<b>Clause 15 - Hours of work - Ai Group</b> Ai Group suggests that Clause 15 be discussed in detail before the Commission as part of the Review, aiming to identify opportunities to simplify and clarify its provisions.	<b>Proposal Summary:</b> While no specific amendments are proposed at this stage, Ai Group emphasises the need for a comprehensive discussion with all stakeholders to address the various concerns associated with the current wording and application of Clause 15.	<b>RAFFW</b> - note no proposal (para 17c)
MGA	15.1	45.	22, p6-7	<b>Clause 15.1 - Ordinary span of hours - overtime not clear - MGA</b> the obligation to pay overtime rates for employees working outside the ordinary span of hours is not clearly indicated in clause 15 of Retail Award potentially leading to confusion and non-compliance.	<b>Proposal summary:</b> MGA suggests the inclusion of an editorial note at the end of clause 15.1 of the Retail Award to clearly articulate the conditions under which ordinary or overtime rates are payable, enhancing clarity for employers.  <b>Proposed wording:</b> Nil – suggests adding a note within clause 15.1 stating explicitly whether ordinary or overtime rates are payable and outlining the specific circumstances that trigger the payment of overtime rates.	<b>ABI/BNSW</b> oppose, however agree to discuss clause (para 6.11, p 24)  <b>ACTU oppose</b> -reduction in entitlements (if complete)  <b>Ai Group</b> not opposed to Notes being used to aide usability, but proposal requires specific wording to consider (para 95–98, p.22)  <b>RAFFW oppose</b> – notes or summaries may mislead on entitlements (para 13.c)

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AWCC	15.2	46.	6.2(a)(xvi), p61	<b>Clause 15.2 - Trading hours extension - AWCC</b> Misinterpretation leading to omitted entitlements.	<b>Proposal Summary:</b> Clarify that the extension doesn't remove entitlement to After 6pm penalty.	<b>RAFFW oppose</b> – welcome examples (para 14c(ix)).
Ai Group	15.2(c)	47.	14.D, p125	<b>Clause 15.2(c) - Spread of hours - Ai Group</b> A problematic change to clause 15.2(c) of the Retail Award during the Plain Language Re-drafting has led to uncertainty regarding the "establishment's" trading hours affecting ordinary work hours' flexibility.  Previously, clause 27.2(b)(iii) of the Retail Award allowed for extended work hours based on the employer's overall trading hours, but the rewording to focus on a specific "establishment" has caused confusion about whether this represents a significant change to employee entitlements and award application.	<b>Proposal Summary:</b> Ai Group proposes that clause 15.2(c) be amended to clarify that the extended work hours apply based on the employer's trading hours across any establishment, not just a specific workplace. This aims to correct what is believed to be an inadvertent change that introduced ambiguity and potential inconsistency in the award's application.  <b>Proposed Wording:</b> The proposed amendment seeks to replace "establishment" with "retailer" in clause 15.2(c), to revert to the original intention of allowing extended work hours based on the broader operations of the retailer, not the specific trading hours of an individual establishment. The proposed wording is: <i>"until 11.00 pm if the trading hours of the retailer extend beyond 9.00 pm on a Monday to Friday or 6.00 pm on a Saturday or Sunday."</i> This amendment is suggested to be made retrospectively effective from 1 October 2020, correcting the error and aligning with the intent expressed during the Plain Language Review, which aimed not to alter entitlements but to simplify language and structure without changing the award's substantive terms.	<b>ABI/BNSW agree</b> (para 6.18, p25) <b>ACTU oppose</b> – reduction in entitlements <b>ARA agrees</b> (p.2) <b>NRA agrees</b> (para 2.7) <b>RAFFW oppose</b> – reduction in entitlements, disagree with the submission that original intention is as broad as broad (para 17d).
Ai Group	15.6 NEW	48.	14.E, p129	<b>New Clause 15.6 - Remote work - Ai Group</b> The Retail Awards current structure, particularly clauses 15.1 and 15.3, does not accommodate the flexibility required for employees working remotely. These clauses require that work hours be continuous and within specific spreads, which does not align with the needs of employees working from home who may need to adjust their work schedules for personal matters or to care for children.	<b>Proposal Summary:</b> Ai Group proposes the introduction of a new clause 15.6 to allow for greater flexibility in remote working arrangements. This proposal aims to address the disconnect between the award's current stipulations on work hours and the evolving nature of work, especially the increase in remote work that necessitates more adaptable scheduling.  <b>Proposed wording:</b> <i>15.6 If an employee is working from a location other than a workplace designated by the employer, the employer and employee may agree that clauses 15.1, 15.3, 10.9, and 11.2 (as applicable) will not apply when the employee is so working.</i>	<b>ABI/BNSW agree</b> (para 6.19, p25) <b>NRA agrees</b> (para 2.10) <b>RAFFW oppose</b> – any new remote clause should be drafted holistically. RAFFW note the occurrence of some establishments in requiring employees to undertake training on their own devices, in their own time (para 17e).
AWCC	15.6(m)	49.	6.2(a)(xv), p61	<b>Clause 15.6(m) - Banking of RDOs - AWCC</b> Lack of clarity on actions if RDOs aren't taken in the year.	<b>Proposal Summary:</b> Clarify what happens with unused RDOs at the year-end threshold by way of the proposed rewording below: <b>(m) Banking of rostered days off</b> <i>(i) By agreement between the employer and an employee, up to a maximum of 5 rostered days off may be banked in any one year.</i> <i>(ii) A banked rostered day off may be taken at a time that is mutually convenient to the employer and the employee.</i> <i>(iii) Banked rostered days off must be used within 12 months from date of inception, any unused days remaining after 12 months will be forfeited .</i>	<b>Ai Group</b> submits the existing clause is sufficiently clear about the cap on banking RDO/s. Further, consultations are a useful opportunity to discuss a period after which untaken RDO/s are forfeited (para 156–159, p.31) <b>SDA</b> considers this proposal appropriate for discussion (para 31(b)).

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
						<b>RAFFW</b> – agree with ambiguity, disagree that banked days off should be forfeit (para 14c(vi))
AHA	15.6	50.	28, p21	<b>Clause 15.6 - Hours of work - full-time employees (plain language) - AHA</b> AHA seeks a plain language redrafting and streamlining of clause 15.6, including removing provisions addressed elsewhere in the Award.	<b>Proposal summary:</b> Replace clause 15.6 with the following: <b>15.6 Full-time employees</b> <i>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, subject to the following:</i> <i>i. Employees must have 2 days off per week, or as averaged across the roster cycle, unless otherwise agreed.</i> <i>ii. The maximum number of consecutive days on which the employee may work (whether ordinary hours or reasonable additional hours) is 6.</i> <i>iii. Where the hours of work arrangement allow for an accumulated day off per 4-week cycle, the maximum accrual is 5 accumulated days.</i> <i>b. An employee may request to perform their full-time hours across no more than 19 days per 4-week cycle. The employer may only refuse the request on reasonable business grounds.</i>	<b>ABI/BNSW</b> agree (para 6.13, p 24)  <b>Ai Group</b> submits that a wholesale review of clause 15 is warranted. Notes some concerns with AHA's draft clause (para 131–134, p.28)
AHA	15.6	51.	28, p21	<b>Clause 15.6 - Hours of work – full-time employees (rostering) - AHA</b> AHA seeks to remove the requirement for full-time employees to be rostered to work no more than 19 days in a 4-week cycle.	<b>Proposal summary:</b> Vary clause 15.6(i)–(j) to allow full-time employees to be rostered to work 20 days in a 4-week cycle unless the employee makes a request to perform their hours across no more than 19 days.  <b>Proposed wording:</b> <i>(x) An employee may request to perform their full-time hours across no more than 19 days per 4-week cycle. The employer may only refuse the request on reasonable business grounds.</i>	<b>ABI/BNSW</b> agree (para 6.13, p 24) <b>Ai Group supports</b> agree - removing the restriction on rostering full-time employees over more than 19 days in a 4-week cycle (para 132, p.28) <b>RAFFW oppose</b> – abolishes RDOs (para11c)
AHA	15.7	52.	29, p21	<b>Clause 15.7 - Rostering arrangements - AHA</b> AHA seeks a plain language redrafting of clause 15.6 that is more consistent with other awards, including the Hospitality (General) Industry Award and the Restaurants Industry Award.	<b>Proposal summary:</b> Replace clause 15.7 with the following: <b>15.7 Rostering arrangements</b> <i>a. The employer must prepare a roster showing for each employee their name and the times at which they start and finish work.</i> <i>b. A roster period should not exceed 4 weeks, except by agreement.</i> <i>c. An employee should not be rostered to work ordinary hours on more than 5 days per week unless an agreement has been reached to work ordinary hours on 6 days in one week and no more than 4 days in the following week.</i> <i>d. An employee who regularly works Sundays must receive 3 consecutive days off (including Saturday and Sunday) per 4-week cycle.</i>	<b>ABI/BNSW</b> agree (6.13, p 24) <b>Ai Group</b> supports the substantial simplification of the clause with careful consideration to be given to interaction so it operates effectively. Further notes that clause should <b>not</b> apply to part-time and casual employees (para 135–1387, p.29) <b>AWCC</b> notes that redrafting rostering provisions may involve changes to Employtech solutions for scheduling and timekeeping.

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
					<p>e. The roster may be altered by mutual consent at any time or by amendment of the roster on 7 days' notice.</p> <p>f. An employee must have a minimum break of 12 hours between finishing work on one day and starting work on the next. If the employee does not have the requisite 12 hours break, the employee is paid at the rate of 200% until the employee has a break of 12 consecutive hours.</p>	<p>It suggests a 12 to 24 month "lag time" to allow for system changes and related budget allocations (para 3.8, p.17)</p> <p><b>RAFFW oppose</b> – removing parts of the clauses diminishes rights (para 11.d)</p>
ABI and BNSW	15.7 and 15.8	53.	<a href="#">Submission (fwc.gov.au)</a>	<p><b>Clause 15.7 and 15.8 - Rostering arrangements and casuals (ABI and BNSW)</b></p> <p>ABI and BNSW are seeking clarification on clauses 15.7 and 15.8 of the Retail Award 2020 regarding their applicability to casual employees. These clauses are causing operational and interpretation difficulties concerning the use of casuals in retail.</p>	<p><b>Proposal summary:</b> the Retail Award should be amendment to clarify that the obligations in clauses 15.7 and 15.8 do not apply to casuals.</p> <p><b>Proposed wording:</b></p> <ol style="list-style-type: none"> <li>By inserting as a first sentence at clause 15.7 the following: 'This clause applies to full time and part time employees.'</li> <li>By inserting as a first sentence at clause 15.8 the following: 'This clause applies to full time and part time employees'</li> </ol>	<p><b>Ai Group</b> agrees but clause should not apply to casual and part-time employees (para 122–123, p.27)</p> <p><b>ARA supports</b> the proposal for full-time employees, but does not support extending it to part-time employees (p.2)</p> <p><b>RAFFWU oppose</b> – reduction in entitlements (6)</p>
Nellers HR Consulting	15.7(d) (e) 15.8(a)	54.	-	<p><b>Clause 15.7(d)(e) and 15.8(a) - interaction challenges - Nellers HR</b></p> <p>15.7(d): Consecutive days off 15.7 (e): Maximum number of consecutive workdays 15.8(a): 3 consecutive days off, including Saturday and Sunday for employees regularly working Sundays</p>	Nil submitted.	<p><b>Ai Group</b> disagrees that the clauses cannot exist harmoniously. However, it refers to its own proposal that clause 15 be discussed with a view to simplifying its operation (para 118–121, p.26)</p> <p><b>RAFFWU oppose</b> – no specific proposal</p>
AHA	16	55.	31, p22	<p><b>Clause 16 - Breaks - AHA</b></p> <p>AHA seeks to reduce the length of clause 16 without reducing entitlements for employees.</p>	<p><b>Proposal summary:</b> Replace clause 16 with a simplified clause based on clause 14 of the Miscellaneous Award:</p> <p><b>16. Breaks</b></p> <p>16.1 An employee must not be required to work for more than 5 hours without an unpaid meal break of at least 30 minutes and not more than 60 minutes.</p> <p>16.2 An employee is entitled to one 10-minute paid rest break for a shift that is between 4 and 7 hours and two 10-minute paid rest breaks for shifts longer than 7 hours.</p>	<p><b>ABI/BNSW</b> agree, subject to clauses 16.1 -16.6 otherwise not being deleted (para 6.16, p 25)</p> <p><b>Ai Group supports</b> (para 141, p.29)</p> <p><b>AWCC</b> acknowledges the positive steps to enhance the clarity and fairness in meal break provisions. AWCC proposes a holistic definition of meal breaks, including defining meal and corresponding break requirements, aligning with liquor licensing definitions to guide break types, lengths and allowances (para 3.4, p.15)</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AWCC	16.4	56.	6.2(a)(xvii), p62	<b>Clause 16.4 - Rostering rest and meal breaks - AWCC</b> This clause is subjective (what are meaningful breaks?) and does not create a direct financial consequence. It is better placed as an introduction to Clause 16.	<b>Proposal Summary:</b> Remove clause 16.4 - we note that Clause 16. 1 and 16.2 (below) is sufficient and the removal of this clause with help with compliance with clause 16.1 and 16.2 (below)	<b>RAFFW oppose</b> – diminishes rights, removes rest break for 4 hour shifts (para11f) <b>Ai Group does not oppose</b> (para 163, p.32). <b>RAFFWU oppose</b> – provision ensures breaks are provided and amenities maintained (para 14c(ix))
Ai Group	16.5 16.6 NEW	57.	14.F, p131	<b>Clause 16.6 - Taking meal breaks - Ai Group</b> Clause 16.5 restricts employers from requiring employees to take meal breaks at specific times, notably within the first or last hour of work, combining rest and meal breaks, or working more than five hours without a meal break. This clause does not explicitly address whether such arrangements can be made through mutual agreement, leading to potential inflexibility in managing work schedules.	<b>Proposal Summary:</b> Ai Group suggests introducing a new clause 16.6 to the Retail Award, explicitly allowing employers and employees to agree on flexible meal break arrangements. This amendment aims to adapt the award to modern work practices, recognising the diverse needs of both employees and employers for flexibility in scheduling breaks, especially in scenarios not anticipated by the current wording of clause 16.5.  <b>Proposed Wording:</b> <i>16.6 An employer and employee may agree, on an ongoing basis or for a specified period of time, to one or more of the following arrangements, where the employee is entitled to the relevant break(s):</i> <i>(a) the employee will take rest breaks and/or meal breaks within the first and/or last hour of work;</i> <i>(b) the employee takes rest breaks combined with meal breaks; and/or</i> <i>(c) the employee will work up to 6 hours without taking a meal break.</i>	<b>ABI/BNSW agree</b> (para 6.21, p 25) <b>ACTU oppose</b> – reduction in entitlements <b>NRA agrees</b> (para 2.11) <b>RAFFWU oppose</b> – reduction in entitlements (para 17f)
AWCC	16.6	58.	6.2(a)( xviii), p63	<b>Clause 16.6(b)) - Breaks between work periods - AWCC</b> Lack of clarity on the 200% payment components.	<b>Proposal Summary:</b> Specify if the 200% is a penalty or overtime until a 12-hour break is taken.	<b>RAFFWU oppose</b> – clarity not needed (para 14c(xi))
AWCC	17.3	59.	6.2(a)( xix), p63	<b>Clause 17.3 - apprentice rates - AWCC</b> Confusing distinction between pre and post-2014 apprentices.	<b>Proposal Summary:</b> Streamline the clause and create a pay rate table for clarity.	<b>ABI/BNSW agree</b> (para 6.2, p 23) <b>SDA</b> considers this proposal appropriate for discussion (para 13(b)).
AHA	17.3	60.	32, p23	<b>Clause 17.3 - apprentice rates - AHA</b> Clause 17.3 provides rates for an apprenticeship that was commenced prior to 1 January 2014. AHA is not aware of any members currently employing an apprentice	<b>Proposal summary:</b> AHA seeks to delete the rates for apprenticeships commenced before 1 January 2014.	<b>Ai Group does not oppose</b> (para 143, p.29) <b>RAFFU agree</b> – (para 11g)

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
				that started their apprenticeship before that time.		
MGA	17.5 And Schedule A	61.	15, p7	<b>Clause 17.5 and Schedule A - enhancing visibility of higher duties - MGA</b> Many MGA members utilise clause 17.5 (higher duties) of the Retail Award for workforce planning and employee career development. However, nearly 30% of surveyed members were not aware of this clause until recent engagements.	<b>Proposal summary:</b> MGA suggests adding a cross-reference to clause 17.5 within Schedule A – Classification Definitions of the Retail Award to increase its visibility and accessibility.  <b>Proposed wording:</b> Propose the insertion of a cross-reference in Schedule A, accompanied by a note explaining that clause 17.5 allows employees to temporarily perform duties at a higher classification.	<b>ACTU suggest this could be a note or explanatory materials</b> <b>Ai Group</b> submits the Note should do no more than direct the reader to clause 17.5 (para 99–102, p.23) <b>RAFFW agree</b> (para 13.d) <b>SDA</b> considers this proposal appropriate for discussion (para 13(b))
NRA	18.2	62.	2.13, p3	<b>Clause 18.2 - Payment of wages - NRA</b> Averaging of hours for rostering purposes has limited utility if an employer cannot average the payment of wages over the same period. Currently, hours for a full-time employee can be rostered over a 4-week cycle but payment of wages can only be averaged over a 2-week cycle.	<b>Proposal summary:</b> NRA suggests varying clause 18.2 to allow employers to average wages across a 4-week roster cycle.	Proposal made in reply submissions
AWCC	18.4	63.	6.2(a)(xx)	<b>Clause 18.4 - Payment on termination of employment - AWCC</b> Clarity is lacking on Payment of termination date and clause when payment of termination is due.	<b>Proposal Summary:</b> Rewording to simplify understanding for both employers and employees. <b>Proposed wording:</b> <i>18.4 Payment on termination of employment</i> <i>(a) The employer must pay an employee who is paid weekly, fortnightly or monthly - no more than 7 calendar days from the date of Termination or a date mutually agreed by the employer and employee no more than 14 calendar days from the date of Termination.</i> <i>(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</i> <i>(ii) all other amounts that are due to the employee under this award and the NES.</i>	<b>RAFFWU oppose</b> – provision is clear, proposal seeks extension to 14 days to pay on termination (rather than 7 currently provided) (para 14c(xii))
MGA	19.3	64.	34, p8	<b>Clause 19.3 - Special clothing - MGA</b> There is confusion over what items are considered "special clothing" versus preferred standard attire or generic clothing suitable for everyday use.	<b>Proposal summary:</b> MGA suggests expanding the definition of "special clothing" to include explicit examples of what qualifies as such (e.g., branded uniforms, frost-resistant gloves, absorbent aprons) and clarifying what does not (e.g., unbranded plain clothing like plain black pants).	<b>ABI/BNSW oppose</b> – not necessary (para 6.6 p 23) <b>ACTU oppose</b> -reduction in entitlements (if complete) <b>Ai Group</b> clarifying the definition would benefit from further discussion, plain-language changes to the Restaurant Award and Fast Food Award could be

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
						useful examples (para 105–107, p.24)
MGA	19.9	65.	39, p8	<b>Clause 19.9 - Cold work allowance – meaning of principally employed - MGA</b> MGA members are seeking clarification on what constitutes being "principally employed" for cold work, noting the term could be interpreted in various ways.	<b>Proposal summary:</b> MGA proposes to refine and narrow the definition of "principally employed" within clause 19.9 to clearly articulate the conditions under which an employee qualifies for the cold work allowance.  <b>Specific Wording:</b> Nil	<b>RAFFW oppose</b> – employers may use uniforms that appear to be civilian wear (para 13.f) <b>ACTU oppose</b> -reduction in entitlements <b>Ai Group oppose</b> because clause the is already clear (para 108–110, p.25) <b>RAFFW agree</b> to discuss (para 13g)
Ai Group	19.10	66.	14.l, p146	<b>Clause 19.10 - First Aid Allowance - Ai Group</b> The current wording of the Retail Award first aid allowance provision does not explicitly accommodate the fluctuating nature of first aid responsibilities among employees, potentially leading to ambiguity regarding the applicability of the allowance.	<b>Proposal Summary:</b> Ai Group proposes a modification to Clause 19.10 to clarify that the first aid allowance is applicable only during periods when an employee is officially designated to perform first aid duties. This amendment aims to explicitly align the allowance with the actual assignment of first aid responsibilities, ensuring that only those actively serving in a first aid capacity are eligible for the allowance. <b>Proposed Wording:</b> <i>Clause 19.10 applies to an employee who has a current first aid qualification from St John Ambulance or a similar body, whilst they are appointed by the employer to perform first aid duty.</i>	<b>ABI/BNSW oppose</b> – requirement already clear (para 6.3, p 23) <b>ACTU oppose</b> -reduction in entitlements <b>RAFFW oppose</b> – reduction in entitlements (para 11e)
AHA	19.10	67.	30, p22	<b>Clause 19.10 - First aid allowance - AHA</b> Part-time and casual employees are not being appointed to perform first aid duties because clause 19.10 only provides for a weekly allowance.	<b>Proposal summary:</b> AHA seeks to insert a daily first aid allowance up to a maximum of \$12.94 over a week.	<b>ABI/BNSW agree</b> (para 6.3, p 23) <b>Ai Group</b> suggests addressing by providing that the allowance is calculated pro-rata, hourly basis for casual and part-time employees (para 138–138, p.29) <b>AWCC</b> supports efforts to provide equal opportunity for casual and part-time employees to perform first aid duties. It notes additional complexities for payroll processes will require a 12 to 24 month "lag time" for system changes (para 3.9, p.17)
AWCC	19.11	68.	6.2(a) (xxii), p65	<b>Clause 19.11 - Recall Allowance - AWCC</b> Naming inconsistency (Call back or Call in allowance).	<b>Proposal Summary:</b> Use consistent naming conventions across all awards.	<b>RAFFWU oppose</b> – interested in other parties views (para 14c(xiv))

**General Retail Industry Award 2020**

AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
MGA	19.11	69.	43, p9	<b>Clause 19.11 - Recall allowance - MGA</b> MGA members express a need for clearer guidance on when the recall allowance, as described in clause 19.11 of the Retail Award is not applicable, for example where change to rosters are made by agreement.	<b>Proposal summary:</b> MGA suggests the addition of a note to clause 19.11 to explicitly outline scenarios where the recall allowance is not payable, such as when roster adjustments are agreed upon in accordance with specific clauses of the Retail Award.	<p><b>ABI/BNSW oppose</b> - variation not necessary (para 6.4, p 23)</p> <p><b>ACTU oppose</b> -reduction in entitlements</p> <p><b>Ai Group oppose</b> because the clause is already sufficiently clear and it would be difficult to develop a comprehensive list of circumstances clause 19.11 would not apply (para 111–113, p.25)</p> <p><b>RAFFW –proposal</b> may complicate the award further, the proposal would benefit from a draft note (para 13.h)</p> <p><b>SDA</b> considers this proposal appropriate for discussion (para 13(b))</p>
Ai Group	20 NEW	70.	14.H, p143	<b>NEW Clause 20 - Exemption rates - Ai Group</b> The Retail Award does not currently facilitate the inclusion of exemption rates for employees in higher classification levels,	<b>Proposal Summary:</b> Ai Group suggests the incorporation of an exemption rate within the Retail Award, specifically targeting full-time and part-time employees classified between Retail Employee Level 4 and Level 8. This initiative aims to simplify wage determination by exempting specified employees from certain award provisions if their salary exceeds the	<p><b>ABI/BNSW agree</b> (para 6.8, p 24)</p> <p><b>ACTU oppose</b> -reduction in entitlements</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
				potentially complicating payroll processes and limiting flexibility in remuneration strategies.	<p>minimum wage by at least 25%, promoting a more streamlined approach to payroll and incentivising higher remuneration agreements.</p> <p><b>20. Exemptions</b>  20.1 This clause applies to:  (a) Full-time employees classified as Retail Employee Level 4 – Retail Employee Level 8 who are a paid a salary that is at least 25% more than the applicable minimum wage for their classification level, as prescribed by clause 17.1, multiplied by 313/6.  (b) Part-time employees classified as Retail Employee Level 4 – Retail Employee Level 8 who are a paid a salary that is at least 25% more than the applicable minimum wage for their classification level, as prescribed by clause 17.1, multiplied by 313/6 and calculated on a prorata basis  20.2 The following provisions of the award do not apply the employees, where applicable:  (a) Clause 10 – Part-time employees;  (b) Clause 16 – Breaks;  (c) Clause 14 – Rostering arrangements (employees other than shiftworkers)  (d) Clause 16 – Breaks  (e) Clause 18 – Payment of wages  (f) Clause 19 – Allowances  (g) Clause 21 – Overtime  (h) Clause 22 – Penalty rates  (i) Clause 24 – What is shiftwork  (j) Clause 25 – Rate of pay for shiftwork  (k) Clause 26 – Rest breaks and meal breaks  (l) Clause 27 – Rostering restrictions  (m) Clause 28.3 – Additional payment for annual leave  (n) Clause 33.3 – Payment for work on a public holiday or substitute day</p>	<p><b>RAFFWU oppose</b> – 25% may not adequately compensate employees leading to reduction in entitlements (para 17h)</p>
AWCC	20.4	71.	6.2(a)(xxi), p64	<p><b>Clause 20.4 - Superannuation fund - AWCC</b>  Misalignment with Australian Taxation Office (ATO) Stapled Super Funds information.</p>	<p><b>Proposal Summary:</b> Rewording to align with ATO stapled super funds requirements.</p> <p><b>20.4 Superannuation fund</b>  <i>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).</i>  (a) to a superannuation fund or scheme which the employee is a defined benefit member of.  (b) to a superannuation fund or scheme fund that is chosen by the employee.</p>	<p><b>Ai Group</b> submits further superannuation clause variations are unnecessary in light of the recent FB variations to modern awards in ([2023] FWCFB 264) (para 167–168)</p> <p><b>RAFFWU oppose</b> – supports super choice, unclear if no fund selected (para 14c(xiii))</p>

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AHA	21	72.	33, p23	<b>Clause 21 – Overtime - AHA</b> AHA seeks to simplify clause 21.	<b>Proposal summary:</b> Replace the factors for deciding if additional hours are reasonable or unreasonable with a note referring to s.62 of the FW Act and redraft clause 21.2(a)-(d) as follows: <b>21. Overtime</b> <i>NOTE: Under the NES (see section 62 of the Act), an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.</i> <b>21.1 Payment of overtime</b> <i>a. An employer must pay a full-time, part-time and casual employee at the overtime rate for any time worked:</i> <i>i. In excess of 38 ordinary hours per week or, if working in accordance with a roster or averaging arrangement, in excess of 38 ordinary hours per week averaged across the averaging arrangement.</i> <i>ii. Outside the span of ordinary hours for each day (excluding shiftwork), subject to cl. 15.2; 24</i> <i>iii. In excess of 11 hours on one day of the week and in excess of 9 days on any other day of the week.</i> <i>b. Overtime is calculated on a daily basis.</i>	<b>Ai Group</b> supports the change except for removing the award derived right to require employees to work reasonable overtime at current clause 21.1 (para 144–146, p.30) <b>AWCC</b> acknowledges the positive steps taken in the proposed changes and emphasise the importance of careful implementation to avoid unintended consequences (para 3.10, p.18) <b>RAFFW</b> – this issue was explored in the Plain Language Drafting, this proposal appears to address an error from Plain Language Drafting (para11h)
AWCC	21.2 and 15.6	73.	6.2(a)(xxiii)	<b>Clause 21.2 (a) and 15.6 (a) - Payment of overtime - AWCC</b> It is unclear whether leave hours and absences on a public holiday should be included when determining if a full-time employee is entitled to overtime for working more than 38 hours a week. This gives room for different interpretation (e.g. EPI Capital Pty Ltd [2023] FWC 841).	<b>Proposal Summary:</b> change 15.6(a) as follows:  <i>15.6 (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. For the purpose of determining whether overtime applies as per clause 21.2 (a) ordinary hours refer to the ordinary hours worked, leave taken hours and absences on public holidays.</i>	<b>Ai Group</b> suggests the issue be explored in the conferencing stage (para 170, p.33) <b>RAFFWU</b> agree (para 14c(xv))
AWCC	21.2(e)	74.	6.2(a)(i), p66	<b>Clause 21.2 (e) - Overtime rate - AWCC</b> It is unclear the overtime rates that are applicable for a shift that started on a Saturday and finished on a Sunday. For instance, if two hours of overtime apply from 11pm (Saturday) to 1am (Sunday) would the employee be entitled to 1 hour of overtime at 150% and 1 hour of overtime at 200%?	<b>Proposal Summary:</b> change 21.2 (e) as follows: Insert Note 3. <i>“Note 3 - Where an employee’s shift is an overnight shift that crosses from Monday to Saturday into Sunday or a Public Holiday, the portion of the shift that occurs on a Sunday or Public Holiday should be paid at the higher Overtime Rate applicable to the Sunday or Public Holiday.”</i>	<b>Ai Group</b> oppose– the proposed change is not necessary (para 172, p.33) <b>RAFFWU</b> oppose – provision clear (para 14c(xvi))
RAFFW	22.2(a)	75.	14.c(xvii))	<b>Clause 22.2(a) - Public holiday work and payment of penalty rates - RAFFW</b>	<b>In its reply submissions to AWCC, RAFFW</b> notes a further issue with clause 22.2(a) where it is unclear if penalty rates are payable.	Proposal made in reply submission.

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
AWCC	22.2(b)	76.	6.2(a)(ii)	<b>Clause 22.2(b) - Public holiday work - AWCC</b> Lack of clarity on the time addition to leave.	<b>Proposal Summary:</b> Specify whether time is added to annual leave or TOIL and clarify time limits.	<b>RAFFWU oppose</b> – notes further issue with clause 22.2(a) where unclear if penalty rates payable. <b>Clause 22.2(b)</b> – do not understand ambiguity (para 14c(xvii))
AWCC	28.3	77.	6.2(a)( iii)	<b>Clause 28.3 - Annual leave loading - AWCC</b> Confusing title; clarity needed in payment options. This title is a considerable source of non-compliance according to AWCC Ltds research amongst payroll professionals and EmployTech.	<b>Proposal Summary:</b> Rename to "Leave Loading" and simplify payment options as proposed below: <b>28.3 Leave Loading payment for annual leave</b> (a) During a period of paid annual leave an employer must pay an employee an additional payment of Leave Loading in accordance with clause 28.3 for the employee's ordinary hours of work in the period. (b) The additional payment [Leave Loading] is payable on leave accrued. (c) For an employee other than a shiftworker the additional payment [Leave Loading] is the greater of: <i>(i) 17.5% of the employee's minimum hourly rate for all ordinary hours of work in the period; or</i> <i>(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.</i> (d) For a shiftworker the additional payment [Leave Loading] is the greater of: <i>(i) 17.5% of the employee's minimum hourly rate for all ordinary hours of work in the period; or</i> <i>(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.</i>	<b>Ai Group</b> refers to its own proposals in relation to clause 28.3, which overlap with AHA's proposal (para 174, p.33) <b>RAFFWU oppose</b> – suggests a note could be added (para 14c(xviii)) <b>SDA</b> considers renaming the clause appropriate for discussion (para 13(b)).
NRA	28.3	78.	2.14, p3	<b>Clause 28.3 - Annual leave loading - NRA</b> NRA submits that there should be a default rate for leave loading where an employer is unable to determine the relevant weekend / shift penalties for a particular period of leave.	<b>Proposal summary:</b> vary clause 28.3 to outline that the 17.5% loading at clause 28.3(c)(i) applies by default where an employer cannot determine the relevant weekend / shift penalties.	Proposal made in reply submission.
AHA	29	79.	34, p34	<b>Clause 29 - Personal /carer's Leave and compassionate Leave - AHA</b> AHA seeks to shorten clause 29 to make it more consistent with other modern awards.	<b>Proposal summary:</b> Remove clauses 29.2–29.4, relating to casual employees, to avoid duplication of the NES.	<b>ABI/BNSW do not oppose</b> (para 6.22, p26) <b>Ai Group supports</b> (para 148, p.30) <b>RAFFW do not oppose</b> (para11i)
MGA	NEW – facilitative provisions	80.	46, p9	<b>NEW - Optional templates for facilitative provisions - MGA</b> There is a need for additional templates similar to those in Schedules F and G for various	<b>Proposal summary:</b> MGA suggests the Retail Award should include new templates within its schedules to assist employers and employees in applying facilitative provisions more effectively. Specifically, templates are requested for clauses related: a) Clause 15.7(d): Rosters – minimum consecutive days off	<b>ABI/BNSW do not oppose</b> – although templates may suggest a particular form of agreement is required (para 6.27, p26)

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
				clauses to facilitate easier application of these provisions.	<ul style="list-style-type: none"> <li>b) Clause 15.8(b): Employees regularly working Sundays</li> <li>c) Clause 16.6( d) Breaks between work periods</li> <li>d) Clause 19.11(b): Recall allowance</li> <li>e) Clause 21.3: Time off instead of payment for overtime</li> </ul>	<p><b>Ai Group not opposed</b> - is not opposed to the additional templates if they are (i) optional and (ii) the award makes clear that the templates, if used, may be adapted in electronic and hardcopy format (para 114–117, p.25)</p> <p><b>RAFFW oppose</b>- concerned over templates used for requests of employees (para 13.i)</p>
AHA	NEW	182.	27, p20	<b>NEW clause - Salaries absorption - AHA</b> AHA seeks a salaries absorption clause that applies to managerial staff to afford further flexibility to those workers, including those seeking to balance work and personal circumstances.	<b>Proposal summary:</b> Insert a new Salaries Absorption clause for Retail Employee Levels 6–8 equivalent to clause 25 of the Hospitality Industry (General) Award, which provides a 25% loading on minimum rates in lieu of receiving some conditions and entitlements. Safeguards requiring a minimum 8 days' off duty each 4-week cycle and time-off for public holidays worked would be retained,	<p><b>Ai Group</b> submits that the parties should be given an opportunity to discuss the most appropriate model for implementing flexibility where employees are paid an above award salary. It refers to its own proposal to insert an “Exemption rate” into the awards, (para 128–130, p.28)</p> <p><b>AWCC opposes</b> - does not agree with the proposal in its current form. It notes that percentage rates increase the risk of non-compliance and prefers a formula consisting of the maximum rate plus maximum overtime and shift penalties (para 3.7, p.16)</p> <p><b>RAFFW oppose</b> -reduction in entitlements (para 11b)</p>
AHA	Schedule A		35, p35	<b>Schedule A - Classification Definitions - AHA</b> Classification descriptors are difficult to understand because	<b>Proposal summary:</b> AHA seeks to separate out classification descriptors at each level for Clerical Assistants and Retail Employees. Currently, the clerical descriptors at each level are included under the retail descriptors.	<p><b>Ai Group</b> does not oppose the variation. It seeks an opportunity to comment on any specific draft proposal (para 149–150)</p> <p><b>RAFFW oppose</b> – a separate stream would not simplify (para 11j)</p>
Wage Buddy	Schedule A - Classifications		10, p1	<b>Classifications - Wage Buddy</b> Complexity and variability in award classifications due to diverse factors such as tasks, responsibilities, experience, and	<b>Proposal Summary:</b> Enhance clarity and ease of use in award classifications by organising factors under subheadings, ordering factors and sentences by importance and strength, and listing typical job titles separately in a schedule.	Proposal made in reply submission.

## General Retail Industry Award 2020

### AM2023/21 - Making Awards Easier to Use stream – Modern Awards Review 2023-24

Party	CLAUSE	REF	THEIR REF	Issue summary	Proposal summary	Submission in reply
				qualifications, which can lead to difficulty in accurately classifying employees.		
Wage Buddy	Schedule A - Classifications		23, p5	<b>Separate Retail and Clerical classifications - Wage Buddy</b> Confusion arises from the combined presentation of Retail Employee and Clerical Officer classifications within the Retail Award, leading to ambiguity in role expectations and classification.	<b>Proposal Summary:</b> Propose to distinctly separate Retail Employee and Clerical Officer classification clauses with clear subheadings for each level, thereby simplifying identification and understanding of role requirements and reducing confusion over task alignment.	Proposal made in reply submission.
Wage Buddy	OTHER		7, p1	<b>NEW - Award as code - Wage Buddy</b> Difficulty in using and interpreting awards due to complex text and the need for manual interpretation.	<b>Proposal Summary:</b> Codify awards to facilitate easier access and interpretation through third-party tools, without eliminating the need for manual interpretation.	Proposal made in reply submission.