

DRAFT SUMMARY OF SUBMISSIONS

This table is a summary of proposed variations lodged for plain language exposure draft of the [General Retail Industry Award 2017](#) on or before 5.00pm on XX August 2017.

Interested parties are requested to review the draft summary of submissions to ensure their submissions are accurately characterised. If parties would like any amendments to the draft summary of submissions they should notify AMOD (amod@fwc.gov.au) by the close of business on **12 September 2017**.

This matter is listed for **conference** before Justice Ross, President at **9:30 am on Tuesday 19 September 2017** (refer to [notice of listing](#)).

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	Business SA	Submission – 02/08/17	2	Definitions – ‘departments or sections’ Definition of ‘departments or sections’ has been substantially changed. Under the PLED the three employees working in a department or section no longer need to be subordinate to the dedicated manager, they simply need to work in that department or section; regardless of who they report to. They submit this is a substantive change in the definition. Seek PLED definition mirror current definition.	Para 1.1	
	ABI & NSWBC	Submission – 03/08/17		Definition differs from the definition in GRIA. Proposes the following wording: <i>“Shop with departments or sections means a shop that has clearly distinguishable departments or sections, each of which has a dedicated manager and at least 3 subordinate employees who work solely or predominantly in that department or section.”</i>	Para 2.1	

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	SDA	ReplySub – 17/08/17		Does not support wording proposed by ABI & NSWBC – it represents a substantive change. Supports Business SA’s submission that PLED definition should mirror the current definition.	Paras 4 – 5	
	ABI & NSWBC	ReplySub – 22/08/17		Agrees with Business SA’s submissions.	Para 2.1	
2	SDA	Submission – 04/08/17	2	Definitions – ‘junior employee’ New definition of junior employee is consistent with s.12 of the Act but not with the definition of junior employee under GRIA. Submit that junior employee under GRIA is an employee who is <i>less than 20 years old and employed by their employer for 6 months or less.</i> Do not support inclusion of new definition.	Paras 9 – 11	
	ABI & NSWBC	ReplySub – 22/08/17		Disagrees with SDA’s submission. Rates of pay at cl 18.2 apply to employees less than 21 years of age. An employee who is 20 years of age and employed for more than 6 months is paid 100% of adult rate does not affect the fact they still fall under definition of a junior employee for purpose of s.12 FW Act.	Paras 2.2 – 2.3	
3	SDA	Submission – 04/08/17	2	Definitions – ‘long term casual employee’ Submit proposed definition is consistent with s.12 of the Act but inconsistent with GRIA which does not currently contain reference to a long term casual. Proposed definition can only be considered in the context of the current GRIA cl 19.3 (Adult apprentice minimum wages). New definition is unnecessary and does not	Paras 12 – 15	

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				assist with interpretation of existing provision. Does not support inclusion of definition.		
4	SDA	Submission – 04/08/17	2	Definitions – ‘National employment standards’ The definition has been extended compared to the current definition. Propose: 1. the abbreviation for NES be retained; should be included in definition as t is used in other parts of GRIA; 2. the reference to s59 of Act be reinstated so definition remains consistent with GRIA and to provide direct reference to purpose of NES; 3. that extract from s59 of Act be reproduced to extract from s61 in PLED (extracted paras at para 18(iii) of Submission.	Paras 16 – 18	
	Business SA	Reply Submission – 22/08/17		Agree that abbreviation for NES be retained in definitions. Appropriate for definition to contain abbreviation not at cl 3.1 of PLED. Does not agree a specific reference to s.59 needs to be reinstated. PLED points reader to Part 2-2 of Act & s.59 is first section of 2-2. Reference to purpose of NES already provided by PLED definition. Does not agree an extract of s.59 should be added to PLED to precede the extract from s.61. PLED already points reader to Part 2-2 of Act – proposed wording does not do any work not already done by PLED and Act.	Para 2.1	

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	ABI & NSWBC	ReplySub – 22/08/17		Opposes SDA’s submission. Reference to s.59 is adequately captured by reference to Part 2-2 of Act. Does not oppose inclusion of a reference to abbreviation ‘NES’ in cl 2.	Paras 2.4 – 2.5	
5	SDA	Submission – 04/08/17	2	Definitions – rostered day off New definition inconsistent with current definition in GRIA. Current cl 28.2 deals with full-time employees having a fixed day off in 4 week cycle, also referred to as a rostered day off (RDO). PLED definition ‘a continuous 24 hour period between the end of the last ordinary shift and the start of the next ordinary shift, on which an employee is rostered for duty’, is inconsistent with GRIA and a substantive change. The definition interferes with overtime provisions and will change the legal effect of GRIA. SDA does not support inclusion of new definition.	Paras 19 – 22	
	ABI & NSWBC	ReplySub – 22/08/17		Agrees with SDA submissions. New definition is inconsistent with use of the term in the Award generally.	Paras 2.6	
6	SDA	Submission – 04/08/17	2	Definitions – ‘standard rate’ Current definition in GRIA ‘means the minimum weekly wage for a Retail employee level 4 in cl 17...’ Where an allowance is provided for on an hourly basis the reference to standard rate means 1/38 th of the weekly wage referred to above.	Paras 23 – 26	

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				PLED replaced current definition with definitions for 'standard hourly rate' and 'standard weekly rate'. Submit new definitions are inconsistent with those in GRIA and seek to retain current definition.		
	Business SA	Reply Submission – 22/08/17		Does not agree with SDA. PLED contains guidance re calculation of allowances provided on an hourly basis. Note in cl.23.1 directs reader to Sched C. Sched C.1.1 specifically states hourly wage-related allowances are based on the 'standard hourly rate as defined in cl 2'.	Para 2.2	
	ABI & NSWBC	ReplySub – 22/08/17		No longer any requirement for PLED to include term 'standard rate' for the purpose of calculating the amount payable with re various allowances, due to those allowances not expressed as monetary amounts.	Para 2.7	Note: percentage of standard rate is still referred to in schedule C.
7	SDA	Submission – 04/08/17	3	NES and this award The phrase from GRIA 'whichever makes them more accessible', which has the effect of giving the employer a choice of how copies of NES and Award are made available, GRIA has been removed from the end of PLED clause. Submit that this phrase should be retained in PLED – current clause is constructed to ensure that the most accessible means is adopted.	Paras 27 – 29	
	Business SA	Reply Submission – 22/08/17		SDA's proposed amendment is not necessary, but does not oppose submission.	Para 3	

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8	SDA	Submission – 04/08/17	4	Coverage Cl 4.6 of GRIA has been varied and moved to Cl 4.2(b) of PLED. The words ‘hosted by a company to perform work at a location where the activities described herein are being performed’. Seek to retain the reference to ‘perform at a location’ to ensure definition consistent with GRIA	Paras 31 – 33	
9	SDA	Submission – 04/08/17	6	Award flexibility Current cl.6 has been renamed ‘Award flexibility’ and moved to cl.7 of PLED. SDA relies on its submissions re Award Flexibility as part of AM2016/15 – standard clauses review. Further submissions on 9/8/17 and hearing on 21/8/17.	Para 34	Award flexibility clause has been determined. See [2017] FWCFB 4419
10	SDA	Submission – 04/08/17	7 New column	Facilitative provisions Propose insertion of new column “Employment category” in Table 1 to indicate which category of employee the facilitative provisions apply to. This will enhance the readers understanding of the application of each provision. Also recommends that the following clause is added to ensure that employee is provided with a copy of any agreement with their employer, where a variation is made. Note – no clause was provided in submission.	Paras 35 – 37	
	Business SA	Reply Submission – 22/08/17		Submits SDA’s proposal is unnecessary.	Para 4.1	

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11	Business SA	Submission – 02/08/17	7, Table 1	Facilitative provisions The reference to 15.10(b) should be to 15.10(a).	Para 2.1	
	ABI & NSWBC	Submission – 03/08/17		Reference to 15.10(b) should be to 15.10(a).	Para 3.1	
	SDA	Reply Submission – 17/08/17		Does not support Business SA submission re ‘inaccuracies’ with references to cls. 15.10(b), 25.3, 32.8 and 32.9 in Table 1. Does not support Business SA’s submission that table should reference specific clauses. Submits reader must be guided about how clause is operative by reading entire provision in context and should be directed to the full provision rather than a specific clause. Re 15.10(a) and (b) Table should reference cl 15.10.	Para 6	
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBW’s submission.	Para 4.2	
12	Business SA	Submission – 02/08/17	7, Table 1	Reference to 23.11(b) should be included. 23.11(b) allows an employer and an individual employee to change how the employee is paid when they are recalled to work.	Para 2.2	
	ABI & NSWBC	Submission – 03/08/17		Table should also refer to cls 23.11(b) and 29.10.	Para 3.2	
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBW’s submission re inclusion of cls. 23.11(b) and 29.10.	Para 4.3	
13	Business SA	Submission – 02/08/17	7, Table 1	Reference to 25.3 is not accurate. The specific provision relating to TOIOPFO is cl.25.3(a). The	Para 2.3	

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				rest of cl.25.3 provides guidance regarding the agreement made under cl.25.3(a).		
	SDA	Reply Submission – 17/08/17		Does not support Business SA’s submission that table should reference specific clauses. SDA submits reader must be guided about how clause is operative by reading entire provision in context and should be directed to the full provision rather than a specific clause.	Para 6	
14	Business SA	Submission – 02/08/17	7, Table 1	Reference to 29.10 should be included. Substitution of shift for public holiday may occur by agreement between an employer and: a majority of employees.	Para 2.4	
	ABI & NSWBC	Submission – 03/08/17		Table should also refer to cl 29.10.	Para 3.2	
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBW’s submission re inclusion of cls. 23.11(b) and 29.10.	Para 4.3	
15	Business SA	Submission – 02/08/17	7, Table 1	Reference to 32.8 should be to cl 32.8(a) (annual leave in advance). The rest of cl.32.8 gives reader guidance about how agreement under cl.32.8(a) will operate.	Para 2.5	
	SDA	Reply Submission – 17/08/17		Does not support Business SA’s submission that table should reference specific clauses. SDA submits reader must be guided about how clause is operative by reading entire provision in context and should be directed to the full provision rather than a specific clause.	Para 6	
16	Business SA	Submission – 02/08/17	7, Table 1	Reference to 32.9 should be to clause 32.9(c) (cashing out of annual leave). The rest of c.32.8 gives reader guidance about how agreement	Para 2.6	

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				under 32.9(c) will operate.		
	SDA	Reply Submission – 17/08/17		Does not support Business SA’s submission that table should reference specific clauses. SDA submits reader must be guided about how clause is operative by reading entire provision in context and should be directed to the full provision rather than a specific clause.	Para 6	
17	SDA	Submission – 04/08/17	8.3	Types of employment Cl 8.3 of PLED reflects cl 12.10 of GRIAs. Propose that clause be redrafted to align it with GRIA which clearly sets out protective mechanisms which prevent an employee from converting to another type of employment without consent first being obtained from employer. Propose that c.8.3 of PLED be re-drafted using wording at para 40 of SDA Submission.	Paras 38 – 40	
	Business SA	Reply Submission – 22/08/17		Does not support SDA’s proposed wording for 8.3(a). Preference is PLED wording for para (a). Does not oppose SDA’s submission regarding 8.3(c) but proposes alternative wording if change is to be made to PLED. Alternative own wording at para 5.2 of Business SA Submission.	Paras 5.1-5.2	
18	ABI & NSWBC	Submission – 03/08/17	8.3(c)(ii)	PLED clause does not contain words included in GRIA cl 12.10. Suggests re-drafting as follows: <i>“may return to full-time employment at a on a specified future date agreed in writing with the employer:.</i>	Para 4.1	

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	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBC’s submission.	Para 5.3	
19	ABI & NSWBC	ReplySub – 22/08/17	10	Part-time employment Agrees with Business SA and SDA to the extent that a number of operative provisions of GRIA that have been omitted from cl 10. Submits there may be scope for further review by the Drafter in advance of further discussions between parties.	Para 3.1	
20	SDA	Submission – 04/08/17	10.1	Part-time employment PLED cl.10.1 introduces the concept of ‘an average of 38 ordinary hours’ which is not contained in GRIA. This is a substantive change to the legal effect of GRIA. Also submit it is unclear what the words ‘for fewer than an average’ pertain to. Further submit insertion of words ‘ordinary hours’ is inconsistent with part-time employment for shiftworkers who work outside the span of ‘ordinary hours’. Submit current cl 12 [12.1] is simple and easy to understand and should be retained. SDA does not support inclusion of PLED cl.10.1 as it is substantive change.	Para 41 – 44	
21	SDA	Submission – 04/08/17	10.5 and 10.9	Part-time employment Current cl 12.2 is now reflected in PLED cls 10.5 and 10.9. The words ‘regular pattern of work’ have been	Paras 45 – 47	

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				removed. Submit these words are a fundamental to the characteristic and nature of part-time employment, that which distinguishes it from casual employment. Submit this change is substantive and alters legal effect.		
22	SDA	Submission – 04/08/17	10.5 and 10.9	<p>Part-time employment ‘Words ‘minimum daily engagement is three hours’ occurring in current cl. 12.2 has been removed from PLED. Submit this is a substantive change which removes the ‘minimum daily engagement from part-time employment which has the effect of allowing part-time employees to be engaged on more than one occasion per day. GRIA does not permit this.</p> <p>Cl 10.5 also removes right of a part-time employee to be notified of a ‘minimum daily engagement’ by the employer on securing part-time employment.</p>	Paras 48 – 49	
	ABI & NSWBC	Submission – 03/08/17	10.5	PLED clause does not refer to requirement that an agreement must include the fact that the minimum daily engagement is three hours. This should be re-inserted (regardless of the reference at cl.10.9).	Para 5.1	
23	Business SA	Submission – 02/08/17	10.5 and 10.6	<p>Part-time employment Submit that 10.6 has been unnecessarily separated from 10.5 and that cl. 10.5 does not fully reflect GRIA provision at cl 12.2. Current 12.2 clearly lists the minimum matters</p>	Para 3.1	

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				<p>which must be agreed in writing between and employer and part-time employee at time of first employment including “any variation will be in writing” and the “minimum daily engagement is three hours”.</p> <p>10.5 clearly lists matters which must <u>all</u> be agreed in writing when a part-time employee is first engaged. The use of ‘all’ strongly suggests this list is exhaustive. Cl 10.6 further states that the cl 10.5 agreement must state that variations must be in writing.</p> <p>The matters listed in 10.5 are not exhaustive and the PLED wording is less clear than the current wording as the necessary elements of a part-time agreement are split across multiple clauses. The PLED also does not require part-time agreement to specify the daily minimum engagement. This is a requirement under current c 12.2.</p> <p>Submits both issues may be addressed by deleting 10.6 and adding new paragraphs 10.5(e) to (g) as per para 3.1 of Business SA submissions.</p> <p>This will ensure all matters which must be in a part-time employment agreement are contained in a single provision.</p>		
24	SDA	Submission – 04/08/17	10.5	<p>Part-time employment Requirement ‘that any variation will be in writing’ has been removed from cl 10.5. This should be retained as 10.5(f).</p>	Para 51	

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				<p>PLED removes right of a part-time employee to be notified of the requirements for varying their regular pattern of work on securing part-time employment.</p> <p>Submit that reader is not aided by having to cross-reference cl 10.6 and 10.7.</p>		
	SDA	Submission – 04/08/17	10.5 and 10.7	<p>Part-time employment</p> <p>SDA does not support PLED cls 10.5 and 10.7. Proposes alternative at para 52 of submission.</p>	Para 52	
25	SDA	Submission – 04/08/17	10.9	<p>Part-time employment</p> <p>Submit that reference to daily engagement is also missing from 10.9. GRIA cl. 12.2 provides that minimum daily engagement is three hours.</p>	Para 50	
26	SDA	Submission – 04/08/17	10	<p>Part-time employment</p> <p>12.3 and 12.4 of GRIA have been removed and submits this is a substantive change. The ‘regular pattern of work’ is an identifying and necessary feature of part-time employment under GRIA. The purpose of cls 12.3 and 12.4 go to an employee is engaged already as a part-time employee with a regular pattern of work. It is important that any change to a ‘regular pattern of work’ is agreed in writing and provided to the employee prior to and change.</p> <p>Proposes inclusion of two clauses after cl 10.5: <i>“Any agreement to vary the regular pattern of work must be made in writing before the variation occurs.</i></p> <p><i>The agreement and variation must be retained by the employer and a copy given by the employer</i></p>	Paras 53 – 55	

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				<i>to the employee.”</i>		
27	SDA	Submission – 04/08/17	10	<p>Part-time employment GRIA cl 12.6 has been removed from PLED. 12.6 clearly prescribes how an employee who does not meet criteria set out under full time or part time employment is deemed to be a casual employee and paid at that rate. Submit that 12.6 operates as safeguard from being underpaid where they work on an hourly basis, without a regular and agreed pattern of work and not receiving casual wages. Provides clarity as to the categories of employment upon which an employee can be engaged. SDA does not support removal of current 12.6 and seek that it be re-instated as: <i>“An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be paid by the employer as a casual employee under cl XX”.</i></p>	Paras 56 – 58	
	Business SA	Reply Submission – 22/08/17		Does not support SDA’s submission. Submits that SDA’s concern is addressed by cl 11.1 of PLED.	Para 6.1	
28	SDA	Submission – 04/08/17	10.8	<p>Part-time employment GRIA 12.7 has been varied and moved to cl 10.8 of PLED. Submits 10.8 removes instruction for employer on how part-time employee must be paid by reference to the weekly rate. Submits variation to 2nd sentence of 10.8 changes legal effect of when overtime would be</p>	Paras 59 – 62	

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				<p>paid. Current clause states ‘all time worked in excess of the hours agreed’ while PLED states ‘for each hour worked in excess of the number of ordinary hours agreed.’</p> <p>Submit change may reduce part-time employee’s entitlement to overtime to ‘for each hour’ rather than the greater ‘for all time’ resulting in loss of entitlement.</p> <p>Submits 10.8 adds the term ‘ordinary hours’ for which there is no explicit definition in the PLED. Reference to ‘ordinary hours’ also introduces confusion as to how the provision may apply to part-time shiftworkers who work outside the span of hours.</p>		
29	ABI & NSWBC	Submission – 03/08/17	10.8	<p>Part-time employment</p> <p>Clause should include a reference to the possibility that an agreement under cl 10.5 may have subsequently been varied. Eg: <i>“For each hour worked in excess of the ordinary number of ordinary hours agreed under clause 10.5 (or as varied as mentioned in clause 10.6), the part-time employee must be paid at the overtime rate specified in Table 9—overtime rates”.</i> This wording is consistent with cl 25.1(b).</p>	Para 5.2	
30	SDA	Submission – 04/08/17	10.10 – 10.12	<p>Part-time employment</p> <p>GRIA cl 12.8 heading ‘Rosters’ has been deleted and clauses moved to PLED cls 10.10 – 10.12. Deletion should be considered in context of other rostering provision elsewhere in PLED</p>	Paras 63 – 64	

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				(including 15.7 – 15.11). A subheading ‘rosters’ assists reader to locate all rostering provisions relevant to them. Consider moving cls 10.10 – 10.12 to cl 15 so all rostering provisions are located together.		
31	SDA	Submission – 04/08/17	10.11	Part-time employment Cl 10.11 of PLED includes the term ‘mutual agreement’ which is also contained at cl 15.11. Prefer the current wording of 12.8(b): “ <i>may be changed By employer and employee by mutual agreement</i> ’. This is consistent with current cl 12.8(b). Prefer GRIA wording.	Para 65	
32	SDA	Submission – 04/08/17	10.12(a)	Part-time employment Substantive change re frequency of roster changes permitted under GRIA. GRIA states rosters must not be changed from week to week or fortnight to fortnight, not linked to pay periods. Effect of variation means that an employee on a fortnightly pay period may still be subject to a change of roster from week to week, which is not permitted. Suggests various changes to address this or re-drafting of clause: 1. reinstate subheading Rosters to 10.10, 10.11 and 10.12 if they are retained in cl 10; or 2. vary PLED to relocate 10.10, 10.11 and 10.12 to sit under cl 15.with subheading ‘Rosters – part-time employees’;	Paras 66 – 67	

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				3. proposes different wording for 10.11 (at para 67(iii) of submission); 4. proposes different wording for 10.12 (at para 67(iv) of submission).		
33	SDA	Submission – 04/08/17	11.2	Casual employment Drafting provides incomplete reference to all the rates to which casual loading is payable. Propose reinsertion of the current cl 13.2.	Paras 68 – 70	
	Business SA	Reply Submission – 22/08/17		SDA’s submission is unclear – SDA has not demonstrated which rates the casual loading is payable upon currently, but which are not captured by cl 11.2. Supports wording as it appears in 11.2 of PLED.	Para 7.1	
	ABI & NSWBC	ReplySub – 22/08/17		Disagrees with SDA’s submission that wording of PLED cl 11.2 does not refer to ‘all the rates to which casual loading is payable’.	Para 4.1	
34	SDA	Submission – 04/08/17	11.3, 11.4	Casual employment GRIA cl 13.4 has been redrafted in ss.11.3 and 11.4 of PLED. Proposed variations are substantive and reader is not aided by the PL redraft of cls 11.3 and 11.4. It is not clear that cls 11.3 and 11.4 should be read together. Reference to a minimum daily engagement of 3 hours for casual employees has been removed. Submit that this a substantive change SDA do not support insertion of cls 11.3 and 11.4 and submit that GRIA cl 13.4 should be retained.	Paras 74 – 79	

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35	SDA	Submission – 04/08/17	11.5	<p>Casual employment PLED states that ‘unless the employer and the employee have agreed that the pay period of the employee is either weekly or fortnightly ...’. GRIA stipulates that casual pay arrangements are in accordance ‘with pay arrangements for full-time and part-time employees’. Drafting introduces pay arrangements by individual agreement between casual employee and the employer, which is inconsistent with GRIA which prescribes default pay arrangements. Proposes re-drafted version: <i>“An employer must pay a casual employee at the end of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees”.</i></p>	Paras 71 – 73	
	ABI & NSWBC	ReplySub – 22/08/17		Agrees with SDA’s submission regarding pay arrangements.	Para 4.2	
36	SDA	Submission – 04/08/17	13	<p>Junior employees Opposed to insertion of definition for ‘junior employee’ and the ‘note’ inserted. See reasons at item 2 of submission summary.</p>	Paras 9 – 11, 80 – 81	
37	SDA	Submission – 04/08/17	13.3	<p>Junior employees New clause inserted – this is a substantive change to GRIA. The Guidelines do not contemplate that an entirely new clause can be introduced which would change the legal effect. Unclear what rights an employee has where they have already provided proof of age to their</p>	Paras 82 – 84	

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				employer at the point of the engagement and, upon a subsequent request for proof of age, they refuse on reasonable grounds to produce it again. Does not support introduction of new PLED clause.		
38	SDA	Submission – 04/08/17	14.2	Classifications GRIA phrase ‘as determined by the employer’ has been removed from PLED. Propose that it be reinserted.	Paras 85 – 86	
	ABI & NSWBC	Submission – 03/08/17		PLED clause should contain ‘as determined by the employer’ at the end of the sentence as per clause 16.2 of GRIA.	Para 6.1	
	Business SA	Reply Submission – 22/08/17		Agrees with submissions of the SDA and ABI & NSWBC.	Para 8.1	
39	Business SA	Submission – 02/08/17	15	Ordinary hours of work – employees regularly working Sundays Submit 15.10(d) is unnecessarily complicated compared to 28.13(c) of GRIA. GRIA states ‘an employee can terminate the agreement by giving four weeks’ notice to the employer’. This is a clear statement regarding how an agreement may be terminated. PLED states ‘The employee may end an agreement under paragraph (a) <u>at any time</u> by giving the employer 4 weeks’ notice’. Addition of the words ‘at any time’ is unnecessary given current provision is clear. While an agreement may be terminated at any time, the termination date must still be at least 4 weeks away.	Para 4.1	

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				Propose that 'at any time' be deleted.		
40	SDA	Submission – 04/08/17	15	Ordinary hours of work Drafting issues with use of terms 'span of hours', 'spread of hours' and 'ordinary hours'. GRIA cl 27.2(c) states 'hours of work on any day will be continuous' yet PLED 15.1 changes 'hours of work' to 'ordinary hours of work' – this has a fundamental impact on the meaning as work inside the 'span of hours' or outside the 'span of hours' must still be continuous. Consistency of language is particularly important.	Paras 87 – 90	
	ABI & NSWBC	ReplySub – 22/08/17	15	Ordinary hours of work Agrees with the SDA that changes to cl 15 may have inadvertently extended its operation in an unintended way; to employees other than full-time employees. Consider there to be scope for parties to discuss re-ordering of its provisions.	Paras 5.1 – 5.2	
41	ABI & NSWBC	Submission – 03/08/17	15.1	Ordinary hours of work Submit the table at cl 27.2(a) of GRIA is easier to understand than wording of PLED cl 15.1 Preferable to revert back to GRIA format.	Para 7.1	
	Business SA	Reply Submission – 22/08/17		Agrees with ABI & NSWBC's submissions. GRIA table is clearer than PLED.	Para 9.1	
42	SDA	Submission – 04/08/17	15	Ordinary hours of work Cl 28.14(f) has been removed from the PLED. Clause provides significant protection for employees in the event their roster is changed in such a way to avoid them receiving or enjoying a	Paras 123 – 125	

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				benefit under this Award. SDA notes that PLED 10.12 provides similar protection for part time employees, it excludes full time employees. Oppose deletion of GRIA cl 28.14(f). Should be reinstated under cl 15 PLED.		
43	SDA	Submission – 04/08/17	15.3	Ordinary hours of work ‘Ordinary’ in place of ‘on any day’ in PLED cl 15.3 is a substantive change. Oppose insertion of clause. GRIA cl 27.2(c) should be reinstated.	Paras 89-90	
44	SDA	Submission – 04/08/17	15.6	Full-time employees GRIA cl 28 ‘38 hour week rosters’ is varied and replaced with PLED 15.6 ‘full time employees’. GRIA cl 28.5 has been moved to PLED 15.7(e) under ‘Rosters (full time and part-time employees)’. Variation is substantive change to GRIA, as provision only has application to rostering of full time employees and not part-time employees. The phrase ‘unless specific agreement exists to the contrary between an employer and an employee’ has been removed. Deletion reduced the flexibility for the employer and employee to agree to a different arrangement. Wording in GRIA is precise in defining that it is 19 days ‘in each four week cycle’ rather than ‘per cycle’ in PLED cl 15.7(e). SDA does not support insertion of cl 15.7(e). Cl	91-94	

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				28.5 should be reinstated under 15.6. SDA provide wording at para 94 of submissions.		
45	SDA	Submission – 04/08/17	15.7(a)	Rosters (Full-time and part-time employees) Varying and moving GRIA cl 28.9 to 15.7(a) is a substantive change and not clear that this exception has limited application to full time employees only. GRIA clause is “A roster period cannot exceed 4 weeks.” SDA suggests redrafting clause as follows: <i>“A roster period cannot exceed 4 weeks. A longer roster period is only permitted in accordance with clause 15.6(g(v) where the full-time employee and their employer have agreed to this arrangement”.</i>	Paras 104 – 107	
46	SDA	Submission – 04/08/17	15.7(b)	Rosters (Full-time and part-time employees) Does not support move of GRIA cl 28.6 to PLED cl 15.7(b). Variation is a substantive change as the provision only has application to rostering of full-time employees and not part-time employees. Do not support inserting cl 15.7(b). GRIA cl 28.6 should be reinstated under 15.6.	Paras 95 – 97	
47	SDA	Submission – 04/08/17	15.7(c), 15.7(d)	Rosters (Full-time and part-time employees) Does not support moving and varying GRIA cl 28.10 to cls 15.7(c) and (d). The varied clauses do not make clear there is a default rostering arrangement of 5 days in each week. Cross-referencing between clauses in cl 15.7 makes the document less accessible as reader is	Paras 108 – 110	

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				constantly required to navigate back and forth. Suggest 15.7(a) PLED is redrafted – provides draft wording at para 110 of submissions.		
48	SDA	Submission – 04/08/17	15.7(e)	Rosters (Full-time and part-time employees) Does not support move of current cl 28.5 to cl 15.7(e). Variation is a substantive change to GRIA as the provision only has application to rostering of full-time employees and not part-time employees. GRIA cl 28.5 should be reinstated to cl 15.6 PLED – provide wording at para 94 of submission. See item 44 above re PLED cl 15.6.	Paras 92 – 94	
49	SDA	Submission – 04/08/17	15.7(g), 15.7(k)	Rosters (Full-time and part-time employees) – Consecutive days off Does not support moving and varying GRIA cls 28.11(a)-(c) to cls 15.7(g)-(k). PLED clauses more difficult for reader due to amount of cross-referencing that is required to understand the rostering entitlements that full-time and part-time employees have. This is an important provision as it ensures both employer and employee understand that time off from work must be meaningful. GRIA clause 28.11(a)-(c) should be retained, including the sub-heading, in cl 15.7 PLED.	Paras 111 – 113	
50	SDA	Submission – 04/08/17	15.8	Substitution of rostered days off Does not support moving and varying current cl 28.7 to cl 15.8. Substantive change as GRIA	Paras 98 – 100	

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				<p>clause has no application at present to part time employees and it should sit directly under '38 hour week rosters'.</p> <p>PLED introduces confusion re the concepts of non-working or non-rostered days for part-time employees and a rostered day off.</p> <p>Should be reinstated to cl 15.6 PLED.</p> <p>See item 44 above re PLED cl 15.6.</p>		
51	SDA	Submission – 04/08/17	15.9	<p>Banking of rostered days off</p> <p>Does not support variation and moving of current cl 28.8 to cl 15.9. Substantive change – the clause currently has no application to part-time employees and does not and should not apply to part-time employees.</p> <p>Should be reinstated to cl 15.6 PLED.</p>	Paras 101 – 103	
52	SDA	Submission – 04/08/17	15.10(a)-(e)	<p>Employees regularly working Sundays</p> <p>Does not support moving and varying current cl 28.13(a)-(c) to cl 15.10(a)-(e). Substantive change as the ability to vary the agreement is given more weight rather than the absolute obligation of an employer to roster days off to include a Saturday and Sunday.</p> <p>Do not support inclusion of 15.10. GRIA cl 28.13 should be reinstated.</p>	Paras 114 – 116	
	Business SA	Reply Submission – 22/08/17		<p>Does not support the SDA's submission.</p> <p>Employer's rostering obligation is adequately expressed in PLE cl 15.10(a). Para states "unless otherwise agreed ... the employer must ..."</p>	Para 9.2	
53	SDA	Submission – 04/08/17	15.11	<p>Notification of rosters</p> <p>Does not support varying and moving current cl</p>	Paras 117 – 119	

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				28.14(a) to cl 15.11. Changes meaning and application of current provision. Current phrase “will exhibit” has been replaced with “is available” which is less accessible to an employee. GRIA cl 28.11(a) is constructed to oblige employers to exhibit the rosters and ensure it is available to all employees. Additions to PLED are not currently contemplated in GRIA. GRIA c. 28.11(a) should be reinstated.		
54	SDA	Submission – 04/08/17	15.11(d)	Notification of rosters Does not support moving and varying current cl 28.14(d) to cl 15.11(d) and the added note. Effect of clause changed. GRIA clause obliges both parties to have discussions aimed at resolving any dispute in regarding to a roster change. GRIA cl 28.14(d) should be reinstated.	Paras 120 – 122	
55	ABI & NSWBC	Submission – 03/08/17	15.11(e)	Notification of rosters Term ‘disagree with roster change’ in cl 27.2(a) of GRIA has been replaced with ‘objects to the change before it takes effect’. Wording of current clause should be reinstated.	Para 7.2	
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBC’s submission.	Para 9.3	
56	Business SA	Submission – 02/08/17	16	Breaks – Table 2 Clarity of table 2 could be enhanced. The current table includes a row applicable to employees who work less than 4 hours. These workers receive no rest break or meal break and the row	Para 5.1	

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				has been omitted from the table. Retaining this row would make clear that an employee who does not work more than 4 hours is not entitled to a rest or meal break.		
	ABI & NSWBC	Submission – 03/08/17		Table has omitted reference to employees working less than 4 hours as per table at cl 31.1(a) of GRIA. Submit this should be reinserted.	Para 8.1	
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBC’s submission.	Para 10.1	
	SDA	Submission – 04/08/17		Table could be improved by adding a third column so entitlement to both rest breaks and meal breaks per shift is easier to reference.	Paras 126 – 127	
57	SDA	Submission – 04/08/17	18.1	Minimum rates Table could be improved to ensure it provides a complete, precise and accurate summary. Proposes to insert ‘at least’ before ‘the minimum hourly rate’ in cl 18.1. Does not support definition of adult employee – see submissions at item 2. Submits three additional notes should be inserted: “NOTE 4: Clause X—Overtime sets out rates of pay when overtime applies. NOTE 5: Clause X—Penalty rates sets out rates of pay when penalties should apply. NOTE 6: Clause X—Public holidays sets out rates of pay for work on Public holidays.”	Paras 128 – 130	Submission references cl 17 – appears to be in relation to cl 18.

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58	SDA	Submission – 04/08/17	18.2	Minimum rates Does not support definition of junior employee – see submissions at item 2.	Para 131	
59	SDA	Submission – 04/08/17	19	Higher duties Submits clause should be varied to ensure consistency with GRIA: Word ‘minimum’ deleted from cls 19.1 and 19.2; Minimum rates table updated – see submissions at item 57.	Paras 132 – 133	
	Business SA	Reply Submission – 22/08/17		Does not support the SDA’s submission. Reference to ‘minimum hourly rate’ appropriately links provisions to rates in Table 3.	Para 11.1	
60	SDA	Submission – 04/08/17	23.2	Meal allowance ‘Without being given 24 hours’ notice’ in GRIA cl 20.1 has been changed to ‘the employee was not advised of that requirement on or before the previous day’. Substantive change as it reduces the notice period from 24 hours to the night before – does not support change.	Paras 134 – 135	
	ABI & NSWBC	Submission – 03/08/17		Requirement regarding notification of the requirement to work overtime has been changed from wording of cl 20.1 of GRIA. Submit PLED clause should be amended to state: <i>“The employee was not provided with at least 24 hours’ notice of the requirement to work overtime.”</i>	Para 9.1	
	Business SA	Reply Submission – 22/08/17		Agrees with submissions of the SDA and ABI & NSWBC.	Para 12.1	

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61	SDA	Submission – 04/08/17	23.3	Special clothing allowance GRIA clause has been varied. Substantive change which limits the definition of special clothing by removing any reference to uniform. Does not support change. GRIA cl 20.2 should be reinstated.	Paras 136 – 137	
	ABI & NSWBC	Submission – 03/08/17		Reference to ‘uniform’ as part of definition of ‘special clothing’ should be inserted into 23.3(a), as per cl 20.2(a) of GRIA.	Para 9.2	
	Business SA	Reply Submission – 22/08/17		Does not oppose SDA’s submission regarding reference to ‘uniform’. However, drafting in PLED is preferable to GRIA drafting. If a change is made, it should be the proposal by ABI & NSWBC, that ‘uniform’ be inserted in (a) of 23.3 as part of ‘special clothing’.	Para 12.2	
62	SDA	Submission – 04/08/17	23.6	Moving expenses The term ‘township’ requires a definition or replacement with a more precise expression to clarify the effect of the provision. Other Awards refer to a transfer requiring ‘change of residence’ to identify the scope of the clause. Support notion that transfer from one township to another which requires a change of residence would trigger payment of moving expenses. Use of the term ‘family’ should be in line with the NES.	Paras 138 – 141	
63	SDA	Submission – 04/08/17	25	Overtime Do not support varying and moving GRIA cl 29.1 to cl 25 of PLED. Relies on its submissions	Paras 142 – 143	

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				in AM2014/196 and AM2014/197 . Request that current clause be reinstated.		
64	Business SA	Submission – 02/08/17	25.1	Overtime Submits an important element of GRIA’s overtime clause has not been reproduced in the PLED. Cl 29.2(d) of GRIA states overtime is calculated on a daily basis. This statement does not appear in the PLED. Business SA submits a new cl 25.1(c) should be added which clarifies overtime is calculated on a daily basis.	Para 6.1	
	ABI & NSWBC	Submission – 03/08/17		Reference to overtime being calculated on a daily basis as per cl 29.2(d) of GRIA should be reinserted at cl 25.1 of GRIA.	Para 10.1	
65	SDA	Submission – 04/08/17	25.1, 25.2	Payment of overtime / Overtime rate PLED does not accurately reflect current entitlements. Must be drafted with precision to ensure the reader is clear at which points overtime rates must be paid to full-time, part-time and casual employees. Should be drafted after all PLED rostering provisions are determined to ensure accuracy. Should be re-drafted to include each employment type to ensure that referencing from this clause is accurate and simple for the reader. Should include reference to PLED Part 3 in relation to span of hours and any reference to ‘ordinary hours’ (see submissions under ‘Hours of work’).	Paras 144 – 149	

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66	SDA	Submission – 04/08/17	25.2	Overtime GRIA cl 29.2(d) is not included in PLED. Substantive change which impacts on how overtime is calculated under the Award which, currently, is ‘on a daily basis’. Does not support insertion of cl 25.2. Submit GRIA clause should be reinstated instead.	Paras 150 – 151	
67	SDA	Submission – 04/08/17	26	Penalty rates PLED cl 26.1 is new and introduces some ambiguity as to when overtime rather than penalty rates should apply. Wording of clause is not precise (eg an employee who works a shift outside the span of hours, but with less than a 12 hour break between starting and finishing the previous day must be paid overtime rates, under GRIA 31.12. Clause does not meet objectives set by PL guidelines. Penalty rates are of critical importance to retail employees. Do not support insertion of PLED cl 26. GRIA cl 29.4 should be reinstated.	Para 152 – 155	
	Business SA	Reply Submission – 22/08/17		Does not agree with SDA’s submission. Supports drafting of PLED cl 26.2 and Table 10.	Para 13.1	
68	SDA	Submission – 04/08/17	26.3	Penalty rates – work on public holidays Does not support PLED provision. Relies on submissions in AM2014/301.	Para 156	
69	Business SA	Submission – 02/08/17	27	Shiftwork – application Notes that GRIA cl 27 in general seeks to make clear which employees Part 6 applies to. The	Para 7.1	

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				<p>wording in GRIA cl 30.1(a) does this more effectively than PLED cl 27.1.</p> <p>Submits 27.1 is less clear than GRIA cl 30.1(a), which states <i>'This clause will only apply to persons specifically employed as shiftworkers under this award.'</i> The word <i>'specifically'</i> should be inserted into the PLED for clarity.</p>		
70	ABI & NSWBC	Submission – 03/08/17	29.9	<p>Rate of pay for shiftwork Operation of clause should be clarified so it is clear whether or not this entitlement applies to all employees.</p>	Para 11.1	
71	SDA	Submission – 04/08/17	37-39	<p>Consultation and dispute resolution Opposes relocation from Part 2 of GRIA to Part 8 of PLED. Consultation and Dispute Resolution provisions clarify the rights and obligations of employees and employers in relation to disputes under award and are essential to timely discussions between employees and employers. Seek reinstatement of these clauses at Part 2.</p>	Paras 6 – 8	
	Business SA	Reply Submission – 22/08/17		Disagrees with SDA's submission. PL guidelines suggests awards be organised logically, and relocation of clause to Part 8 is appropriate in this context. Supports location of provisions in PLED.	Para 1	

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72	SDA	Reply Submission – 17/08/17	Sched B	<p>Summary of Hourly Rates of Pay Notes the use of the term ‘ordinary hours’ in PLED Sched B. Requests Sched B be revised to ensure ‘ordinary hours’ is used consistently and accurately across PLED.</p>	Para 7	
73	SDA	Reply Submission – 17/08/17	Sched B	<p>Summary of Hourly Rates of Pay Does not support inclusion of the ‘note’. Should be deleted because it is incorrect. Requests further variations be made to Sched B to ensure it accurately reflects that all terms and conditions of the Award, not just wage schedules, must be met.</p>	Paras 8 – 9	

List of abbreviations (in alphabetical order)

ABI & NSWBC Australian Business Industrial & New South Wales Business Chamber
 Business SA Business SA
 SDA Shop, Distributive and Allied Employees’ Association