

REVISED SUMMARY OF SUBMISSIONS

This matter was listed for **conference** before Justice Ross, President at **9:30 am** on **Thursday 26 October 2017** (refer to [notice of listing](#)). A [Statement](#) was issued on 27 October 2017 summarising the outcome of the conference.

This summary of submissions has been updated to reflect discussions during the [26 October 2017 conference](#) and further submissions received as at 15 November 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	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	Resolved The word ‘other’ has been deleted and replaced with ‘subordinate’. See transcript 19/09/17 , PNs 14–35.
	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	
	SDA	ReplySub –		Does not support wording proposed by ABI	Paras 4 –	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
		17/08/17		& NSWBC – it represents a substantive change. Supports Business SA’s submission that PLED definition should mirror the current definition.	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 less than 20 years old and employed by their employer for 6 months or less. Do not support inclusion of new definition.	Paras 9 – 11	Withdrawn See sub 21/09/17
	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	
	Business SA	Sub – 20/09/17		Proposal, if pressed by SDA, is unnecessary.	Para 1.	
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	Paras 12 – 15	Withdrawn See sub 21/09/17

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>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 assist with interpretation of existing provision. Does not support inclusion of definition.</p>		
	Business SA	Sub – 20/09/17		Disagrees that definition of long term casual employee is unnecessary.	Para 2	
4	SDA	Submission – 04/08/17	2	<p>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 it 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.</p>	Paras 16 –18	Withdrawn. See sub 21/09/17 .
	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.	Para 2.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>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.</p> <p>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.</p>		
	ABI & NSWBC	ReplySub—22/08/17		<p>Opposes SDA's submission. Reference to s.59 is adequately captured by reference to Part 2-2 of Act.</p> <p>Does not oppose inclusion of a reference to abbreviation 'NES' in cl 2.</p>	Paras 2.4—2.5	
5	SDA	Submission—04/08/17	2	<p>Definitions – rostered day off</p> <p>New definition inconsistent with current definition in GRIA.</p> <p>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).</p> <p>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.</p> <p>The definition interferes with overtime</p>	Paras 19—22	<p>Resolved</p> <p>Definition of 'rostered day off' deleted.</p> <p>See transcript 19/09/17 PN 62.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				provisions and will change the legal effect of GRIA. SDA does not support inclusion of new definition.		
	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 1/38th of the weekly wage referred to above. 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.	Paras 23 – 26	Withdrawn See sub 21/09/17
	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	
	Business SA	Sub – 20/09/17		Maintains submission re: item 6 if SDA presses its submission.	Para 3	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	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	Withdrawn See sub 21/09/17
	Business SA	Reply Submission – 22/08/17		SDA’s proposed amendment is not necessary, but does not oppose submission.	Para 3	
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	Resolved See transcript 19/09/17 , PN 65-71 and transcript 26/10/17 PN 1732 Drafter’s comments: Clause 4.2(b) of the PLED requires that the host employer is covered by the award but does not mandate that the apprentices/trainees be employed “at a

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
						<p>location where the activities described herein are being performed”.</p> <p>A clause along the lines of clause 4.2(b) is in all recent PLEDs.</p> <p>If it is considered that the qualification is required for consistency with clause 6.6 of GRIA then I suggest substituting for clause 4.2(b) the following:</p> <p>(b) apprentices or trainees employed by a group training employer and hosted by an employer covered by this award to perform work in the general retail industry (with a classification defined in Schedule A—Classification Definitions) at a workplace where employees mentioned in clause 4.1(b) also perform work and the group training employers of those apprentices or trainees.”</p>
9	SDA	Submission – 04/08/17	6	<p>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.</p>	Para 34	<p>Resolved</p> <p>See transcript 19/09/17 PN 71-72</p> <p>Award flexibility clause has been determined. See [2017] FWCFB 4419</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
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	Withdrawn. See sub 21/09/17 .
	Business SA	Reply Submission – 22/08/17		Submits SDA’s proposal is unnecessary.	Para 4.1	
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	Resolved See transcript 19/09/17 7584 Drafting comment: Drafter agrees with Business SA. Reference should be to 15.10(a).
	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	Para 6	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				clause. Re 15.10(a) and (b) Table should reference cl 15.10.		
	SDA	sub 21/09/17		Presses the submission above. This item should be determined by full bench with regard to submissions put.		
	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	Facilitative provisions 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	Resolved References to clauses 23.11(b) and 29.10 included in Table 1. See transcript 19/09/17 PNs 85 – 90.
	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	Facilitative provisions Reference to 25.3 is not accurate. The specific provision relating to TOIOPFO is cl.25.3(a). The rest of cl.25.3 provides guidance regarding the agreement made under cl.25.3(a).	Para 2.3	Full Bench to determine with regard to submissions put. See report of 19/09/17.
	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	Para 6	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				how clause is operative by reading entire provision in context and should be directed to the full provision rather than a specific clause.		
14	Business SA	Submission – 02/08/17	7, Table 1	Facilitative provisions 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	Resolved Reference to clause 29.10 included in Table 1.
	ABI & NSWBC	Submission – 03/08/17		Table should also refer to cl 29.10.	Para 3.2	See transcript 19/09/17 , PN 87.
	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	Facilitative provisions 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	Resolved See transcript 26/10/17 . See report of 19/09/17.
	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	Facilitative provisions 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	Para 2.6	Resolved See transcript 26/10/17 .

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				how agreement 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	See report of 19/09/17.
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 cl.8.3 of PLED be re-drafted using wording at para 40 of SDA Submission.	Paras 38 – 40	Resolved Clause 8.3(c)(ii) amended to read ‘if that request is granted by the employer, may return to full-time employment at a future date agreed in writing with the employment’. See transcript 19/09/17 , PNs 134 – 137.
	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)	Types of employment PLED clause does not contain words	Para 4.1	Resolved

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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>		Clause 8.3(c)(ii) amended to read ‘if that request is granted by the employer, may return to full-time employment at a future date agreed in writing with the employment’.
	Business SA	Reply Submission – 22/08/17		Supports ABI & NSWBC’s submission.	Para 5.3	See transcript 19/09/17 , PNs 134 – 138.
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	Resolved See transcript 26/10/17 PN 39 Drafter comment: Clause 10.5 is drafted on the basis that the parties should not be required to agree to include in an agreement something that they are already required to do by the award e.g. minimum roster of 3 hours.
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’.	Para 41 – 44	Resolved See transcript 26/10/17 PNs 40-41 Drafter comment: I agree that the words “an average of” should be omitted from 10.1.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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.		
	SDA	Submission – 10/11/17		SDA relies on previous submissions in relation to the use of the term “ordinary” throughout the Revised PLED including at 10.1. Shiftworkers under the GRIA do not work ordinary hours per se and may still be part-time employees.	Para 6	Further submission received
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 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.	Paras 45 – 47	Resolved See transcript 26/10/17 PNs 42-49 Drafter comment: I agree that “with the employee to” should be substituted for the expression “with the employee on a regular pattern of work that must include”.
22	SDA	Submission – 04/08/17	10.5 and 10.9	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.	Paras 48 – 49	Resolved See transcript 26/10/17 PNs 50-60 Drafter comment: In PLED clause 10.9 covers the minimum daily engagement. I suggest that 10.9 might be re-worded as “The minimum daily engagement for

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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.		a part-time employee is 3 consecutive hours". As 10.9 provides for the minimum daily engagement, there is no need for this to be included in the agreement.
	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 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. 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</p>	Para 3.1	Resolved See transcript 26/10/17 PNs 61-62 Drafter comment: See above. EM: Matters that are provided for directly by an award are not necessary elements of an agreement.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>a part-time agreement are split across multiple clauses.</p> <p>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</p> <p>Requirement ‘that any variation will be in writing’ has been removed from cl 10.5. This should be retained as 10.5(f). 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. Submit that reader is not aided by having to cross-reference cl 10.6 and 10.7.</p>	Para 51	<p>Further submissions received</p> <p>Transcript 26/10/17 PNs 63-71</p> <p>Drafter comment:</p> <p>See above.</p>
	SDA	Submission – 04/08/17	10.5 and 10.7	<p>SDA does not support PLED cls 10.5 and 10.7.</p> <p>Proposes alternative at para 52 of submission.</p>	Para 52	
	SDA	Submission – 10/11/17	10.7	<p>SDA does not support proposed wording at Revised PLED cl 10.7. Clause should reference cl 10.6 to read “and any variation</p>	Paras 4-6	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				of it under 10.6, and give another copy to the employee” in accordance with GRIA cls 12.2 and 12.4.		
25	SDA	Submission – 04/08/17	10.9	Part-time employment Submit that reference to daily engagement is also missing from 10.9. GRIA cl. 12.2 provides that minimum daily engagement is three hours.	Para 50	Resolved See transcript 26/10/17 PNs 72-74 Drafter comment: See above.
26	SDA	Submission – 04/08/17	10.6 and 10.7	Part-time employment 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. 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. The agreement and variation must be retained by the employer and a copy given</i>	Paras 53 – 55	Further submissions received. Transcript 26/10/17 PNs 75-87 Drafter comment: I suggest that the following be substituted for 10.6: “The employer and the employee may agree in writing to vary the regular pattern of work agreed under clause 10.5 with effect from a future date or time.” Item 21 related comment: I agree that “with the employee to” should be substituted for the expression “with the employee on a regular pattern of work that must include”.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	SDA	Submission – 10/11/17 Submission – 21/11/17		<i>by the employer to the employee.”</i> SDA does not support proposed wording at Revised PLED cl 10.6. This is a substantive change. Words in GRIA 12.2 and 12.3 clearly state that any agreement or variation to it “will” not “may” be in writing. GRIA imposes a mutual obligation that any agreement to vary the regular pattern of work “will” be in writing and not “may” be in writing. PL Guidelines directs the use of the word “must” to impose an obligation, which should be preferenced over “may”.	Para 4 Page 1	
27	SDA	Submission – 04/08/17	10	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</i>	Paras 56 – 58	Resolved See transcript 26/10/17 PNs 88-93 Drafter comment: Clause 11.1 of the PLED is to the same effect as 12.6 of the GRIA.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<i>is not a full-time employee must be paid by the employer as a casual employee under cl XX”.</i>		
	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.</p> <p>Submits variation to 2nd sentence of 10.8 changes legal effect of when overtime would be 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. 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</p>	Paras 59 – 62	<p>Resolved</p> <p>See transcript 26/10/17 PNs 94-100</p> <p>Drafter comment: There is no need to instruct employer as to how to calculate an hourly rate as Table 3 sets out hourly rates.</p> <p>I agree that in 10.8 the words “any time” should be substituted for “each hour”.</p> <p>The word “ordinary” could be omitted from clause 10.8 and a reference included to a variation under clause 10.6.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				hours.		
29	ABI & NSWBC	Submission – 03/08/17	10.8	Part-time employment 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).	Para 5.2	Resolved See transcript 26/10/17 PNs 101-103 Drafter comment: See above.
30	SDA	Submission – 04/08/17	10.10 – 10.12	Part-time employment 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 (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.	Paras 63 – 64	Further submissions received. Transcript 26/10/17 paras 104-119 Drafter comment: I suggest (1) converting 10.10 to 10.12 to paragraphs (a), (b) and (c) of a new 10.10 with the heading “Changes to roster” and (2) adding a Note at the foot of new 10.10 referring to 15.7.
	SDA	Submission – 10/11/17		Does not support proposed wording at revised PLED cl 10.10(a)-(c). Substantive change from GRIA cl 12.8(a)-(c). Revised 10.10(a) does not consider variations under 10.6 and should be	Paras 7-10	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>amended to ensure that the Revised PLED remains consistent with the corresponding GRIA provisions.</p> <p>Revised 10.10(b) is a substantive change and not agreed to:</p> <ul style="list-style-type: none"> - GRIA 12.8(b) is plain and unambiguous in its meaning and effect. - GRIA 12.8(b) only contemplates 'roster' changes by 'mutual agreement' not 'changes to agreed hours' as proposed. - proposed change increases likelihood of disputation in relation to changes to part-time contract (HoW) inc. in relation to calculation of redundancy entitlements. <p>Revised 10.10(c) is a substantive change. GRIA 12.8 should be retained in its entirety. Note referencing 15(g) is not helpful and is a substantive change from GRIA 28.14. SDA presses for retention of GRIA 28.14.</p>		
	ABI & NSWBC	Submission – 15/11/17		Position reserved subject to the Commission's research into the current Award clause 12.8	Page 1	
31	SDA	Submission – 04/08/17	10.11	<p>Part-time employment</p> <p>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.</p>	Para 65	<p>Resolved</p> <p>See transcript 26/10/17 PNs 120-122</p> <p>Drafter comment: I suggest substituting the words "by mutual agreement between the employer and the employee" for "by the</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
						employer and employee by mutual agreement”
32	SDA	Submission – 04/08/17	10.12(a)	<p>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:</p> <ol style="list-style-type: none"> 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’; 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). 	Paras 66 – 67	<p>Resolved</p> <p>See transcript 26/10/17 PN 123-139</p> <p>Drafter comment: I had interpreted “from week to week, or fortnight to fortnight” as referring to the pay period referenced in clause 23 of the GRIA.</p> <p>If this is not a correct interpretation, then I agree that clause 10.12(a) should refer to “from week to week or fortnight to fortnight”.</p>
33	SDA	Submission – 04/08/17	11.2	<p>Casual employment Drafting provides incomplete reference to all the rates to which casual loading is payable. Propose reinsertion of the current cl 13.2.</p>	Paras 68 – 70	<p>Resolved</p> <p>transcript 26/10/17 paras 140-147</p> <p>Provisional note included at clause 11.2.</p>
	Business	Reply		SDA’s submission is unclear – SDA has not	Para 7.1	Parties are invited to review.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	SA	Submission – 22/08/17		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.		
	Business SA	Sub – 20/09/17		During conference of 19 Sept 17 Ross J proposed concern Raised by SDA could be addressed by a note which directed the reader interested in penalty rates applicable to casual employees to Table 10 in clause 26.2. Business SA does not oppose the proposed note in principle but reserves position until draft released in revised ED.	Para 4	
	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	
	ABI & NSWBC	Sub – 20/09/17		Do not oppose insertion of a note at cl 26.2 but reserve position until having had opportunity to review proposed note.	Page 1	
	SDA	Sub – 21/09/17		Withdraw suggestion to amend clause 11.1. Still press inclusion of notes at clause 18 that state the penalty rates applicable to casuals are set out in table 10 and overtime rates are set out in clause 25. Note provisions relating to overtime for casuals will be subject to casual employment full bench determinations.	Page 1	
	SDA	Submission – 10/11/17		SDA does not support Revised PLED 11.1 [11.2] as it is a substantive change from	Paras 11-12	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				GRIA 13.2. The 'hourly rate payable to a full-time employee' as stated in GRIA is not the same at 'minimum hourly rate' as in PLED. Wording from GRIA 13.2 must be retained to ensure there is no substantive change to how the casual base rate of pay is determined. Presses for inclusion of an additional Note that sets out 'Overtime applicable to casuals are set out in Table 10 Overtime Rates'.		
34	SDA	Submission – 04/08/17	11.3, 11.4	Casual employment GRIA cl 13.4 has been redrafted in cls.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	Further submissions received. Transcript 26/10/17 paras 144-149 Drafter comment: Clause 11.3 of the PLED refers to “the circumstances set out in clause 11.4” which clearly indicate that they must be read together. Clause 11.3 covers the 3 hours minimum daily engagement.
	SDA	Sub – 21/09/17		Withdraw suggestion to amend clause 11.1. Still press inclusion of notes at clause 18 that state the penalty rates applicable to casuals are set out in table 10 and overtime rates are set out in clause 25.	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				Note provisions relating to overtime for casuals will be subject to casual employment full bench determinations.		
	Business SA	Sub – 20/09/17		SDA concern re: 11.3 and 11.4 is unwarranted. It is clear these clauses are intended to be read together based on reference to 11.4 in 11.3.	Para 5	
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’.</p> <p>Drafting introduces pay arrangements by individual agreement between casual employee and the employer, which is inconsistent with GRIA which prescribes default pay arrangements.</p> <p>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	Resolved Clause 11.5 updated. See transcript 19/09/17 PN 183.
	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</p>	Paras 9 – 11,	Withdrawn

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				employee' and the 'note' inserted. See reasons at item 2 of submission summary.	80—81	sub 21/09/17
37	SDA	Submission – 04/08/17	13.3	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 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.	Paras 82 – 84	Resolved Clause 13.3 deleted. See transcript 19/09/17 , PN 183.
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	Resolved Clause 14.2 updated. See transcript 19/09/17 , PN 186.
	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	Para 4.1	Resolved Words 'at any time' deleted. See transcript 19/09/17 , PNs 191 to 196.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>agreement by giving four weeks' notice to the employer'. This is a clear statement regarding how an agreement may be terminated.</p> <p>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.</p> <p>Propose that 'at any time' be deleted.</p>		
40	SDA	Submission – 04/08/17	15	<p>Ordinary hours of work</p> <p>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.</p>	Paras 87 – 90	<p>Drafter to provide comments about how the issue may be resolved.</p> <p>See transcript 26/10/17. PNs 150-157</p> <p>Drafter comment:</p> <p>Clause 30.2(c) of the current award says that all time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</p>
	ABI & NSWBC	ReplySub – 22/08/17	15	<p>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</p>	Paras 5.1 – 5.2	<p>Clause 30.5 then provides that despite clause 31.1(a) (breaks during work periods), all rest pauses and meal breaks taken by shiftworkers are paid breaks</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				discuss re-ordering of its provisions.		<p>and form part of the hours of work. This is covered by clause 30 of the PLED.</p> <p>Given that background, the statement in clause 27.2(c) that hours of work will be continuous, except for rest pauses and meal breaks doesn't sit particularly well with clause 31.1(a) which provides that the breaks form part of the hours of work.</p> <p>However, if the parties wish to make a statement that all hours of work by a shiftworker are continuous, so as to make it clear that there are no split shifts, I would prefer to do that in Part 6 and leave clause 15.3 to deal with ordinary hours of work.</p> <p>We could insert a new subclause before clause 28.4 as follows: "28.4 All hours of work on a shift are continuous.". Given that breaks are deemed to form part of the hours of work there would seem to be no need to specially refer to them in that subclause.</p> <p>The existing clause 28.4 would then be</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
						numbered 28.5.
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	Resolved See transcript 26/10/17 PNs 158-160
	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 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.	Paras 123-125	Resolved See transcript 26/10/17 Ns 161-163 Drafter comment: I suggest (1) deleting 10.12(b); (2) adding an additional note at 10.12 cross-referring to 15.11; (3) including in 15.11 a statement that the roster of an employee must not be changed so as to avoid any award entitlement; (4) adding an additional note at 15.11 cross-referring to 10.10 to 10.12.
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	Further submission received Resolved See transcript 26/10/17 PNs 164-165
	SDA	Submission – 10/11/17		Does not support Revised PLED 15.3 as it is a substantive change. GRIA 27.2(c) clearly states that “ordinary hours or work on any	Para 13	Drafter comment: Clause 27.2(c) of the GRIA appears

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				day will be continuous". Revised PLED omits "on any day", which changes the meaning of the provision – may be read as contemplating the possibility of a split shift being worked on any day. GRIA clearly does not.		under the heading "Ordinary hours". It seems reasonable to interpret it as relating only to ordinary hours as has been done in clause 15.3.
44	SDA	Submission – 04/08/17	15.6	<p>Full-time employees GRIA cl 28 '38 hour week rosters' is varied and replaced with PLED 15.6 'full time employees'.</p> <p>GRIA cl 28.5 has been moved to PLED 15.7(e) under 'Rosters (full time and part-time employees)'.</p> <p>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.</p> <p>Deletion reduced the flexibility for the employer and employee to agree to a different arrangement.</p> <p>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).</p> <p>SDA does not support insertion of cl 15.7(e). Cl 28.5 should be reinstated under 15.6.</p> <p>SDA provide wording at para 94 of</p>	91-94	<p>Partially resolved – drafter is asked to identify the comparable provision in the current award to PLED 15.6(g)(v).</p> <p>See transcript 26/10/17 PNs 165-179</p> <p>Drafter comment:</p> <p>Clause 15.6(g)(v) of the PLED is, I believe, based on the lead-in words to clause 28.1 of the current award which provides that the roster may be worked in any of the forms set out in paragraphs (a) to (d) or "by agreement over a longer period".</p> <p>On looking again at clause 15, it is rather long. It would be preferable to split off 15.7 to 15.11 into a separate clause under the heading "Rosters" . This also would overcome the issue about casuals.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				submissions.		<p>A table could be substituted for clause 15.1 referring to the span of hours but it will need to be read subject to clause 15.2 (see my subsequent email commenting on the proposed table). It was because of 15.2 that I didn't use a table in the first place. To try and insert all the variables in the table would make it too complicated.</p> <p>To keep the rostering provisions together, an alternative to moving clause 15.7(e) and (f) into clause 15.6 is to amend paragraph (e) so that it is only applicable to full-time employees. This is acceptable given that the heading to the clause is now just "Rosters".</p>
45	SDA	Submission – 04/08/17	15.7(a)	<p>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</i></p>	Paras 104 – 107	<p>Partially resolved – drafter is asked to identify the comparable provision in the current award to PLED 15.6(g)(v).</p> <p>See transcript 26/10/17 PNs 180-207</p> <p>Drafter comment: The exception in clause 15.7 of the PLED is clearly only applicable to full-time employees as clause 15.6 only applies to full-time employees.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<i>agreed to this arrangement”.</i>		
46	SDA	Submission – 04/08/17	15.7(b)	<p>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.</p>	Paras 95 – 97	Resolved See transcript 26/10/17 PN 208 Drafter comment: If clause 28.6 of the GRIA applied only to full-time employees then I suggest clause 15.7(b) of the PLED be moved into clause 15.6.
	SDA	Submission – 10/11/17	15.7(b), (c)	Revised PLED 15.7(b) and (c) are consistent with GRIA – 15.7(e) should be 15.7(d).	Para 14(d)	
47	SDA	Submission – 04/08/17	15.7(c), 15.7(d)	<p>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 constantly required to navigate back and forth. Suggest 15.7(a) PLED is redrafted – provides draft wording at para 110 of submissions.</p>	Paras 108 – 110	Resolved See transcript 26/10/17 PNs208-238 Drafter comment: Clause 15.7(c) and (d) have the same effect as clause 28.10 of the GRIA.
	SDA	Submission – 10/11/17		<p>Rosters (Full-time and part-time employees) Revised PLED 15.7(b) and (c) are consistent with GRIA – 15.7(e) should be 15.7(d).</p>	Para 14(d)	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
48	SDA	Submission – 04/08/17	15.7(e)	<p>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.</p>	Paras 92 – 94	<p>Resolved</p> <p>See transcript 26/10/17 PN 239</p> <p>Drafter comment: See comment re: item 44 above.</p>
	SDA	Submission – 10/11/17		<p>Rosters (Full-time and part-time employees) 15.7(e) should be 15.7(d).</p>	Para 14(d)	
49	SDA	Submission – 04/08/17	15.7(g), 15.7(k)	<p>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.</p>	Paras 111 – 113	<p>Further submissions received.</p> <p>transcript 26/10/17 PNs 239-243</p> <p>Drafter comment: Clause 15.7(g) to (k) are not difficult to read. I do suggest, however, substituting “make a request” for “agree to an arrangement” in clause 15.7(k) for greater consistency with clause 28.11(b) of the GRIA.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	SDA	Submission – 10/11/17	15.7(f), (g), (h)	<p>Rosters (Full-time and part-time employees) – Consecutive days off</p> <p>SDA does not support the removal from Revised PLED 15.7 of GRIA subheading 28.11 “Consecutive Days Off” – an important provision both employers and employees need to consider when rostering work. Where consecutive days off are not rostered in accordance with this provision overtime rates may apply.</p> <p>Revised PLED 15.7(f), (g), (h) are unnecessarily complex and difficult to interpret when compared with GRIA cls 28.11(b), 28.13(b) and 28.13(c) – reader of a PL award should not have to jump back and forth between clauses to understand the meaning of the Award and how to apply it. GRIA 28.11(b), 28.13(b) and 28.13(c) – are clear and unambiguous in their meaning, easy to read and should be retained.</p>	Para 14(a)-(c)	
	SDA	Submission – 10/11/17	15.7(j)	<p>Rosters (Full-time and part-time employees) – Consecutive days off</p> <p>SDA does not support changes at revised PLED 15.7(j) which deletes “worked” and replaces it with “scheduled”. “Worked” consistently used throughout GRIA incl. at 28.12. The phrase “reasonable additional hours” in GRIA 28.12 has been deleted and replaced with “overtime” in PLED. This is substantive change which creates additional</p>	Para 15-16	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>concerns regarding overtime. Reasonable additional hours is supposed to refer to part-time additional hours not overtime. Overtime can be worked on a 7th day. SDA does not support 15.7(j) which deletes GRIA phrase 'reasonable additional hours' and replaces it with 'overtime'. 'Reasonable additional hours' as per GRIA 28.12 should be reinserted.</p> <p>The removal of GRIA 29.1 is a further substantive change that impact of this provision.</p>		
	ABI & NSWBC	Submission – 15/11/17	15.7	<p>Rosters (Full-time and part-time employees)</p> <p>Note there are cross-referencing issues in the PLED-01/11/17 and would like opportunity to review revised PLED clause.</p>	Page 1	
50	SDA	Submission – 04/08/17	15.8	<p>Substitution of rostered days off</p> <p>Does not support moving and varying current cl 28.7 to cl 15.8. Substantive change as GRIA clause has no application at present to part time employees and it should sit directly under '38 hour week rosters'. PLED introduces confusion re the concepts of non-working or non-rostered days for part-time employees and a rostered day off. Should be reinstated to cl 15.6 PLED. See item 44 above re PLED cl 15.6.</p>	Paras 98 – 100	<p>Resolved</p> <p>See transcript 26/10/17 PNs 244-246</p> <p>Drafter comment: If clause 28.7 of the GRIA applies only to full-time employees, then clause 15.8 of the PLED should be moved into clause 15.6.</p>
51	SDA	Submission – 04/08/17	15.9	<p>Notification of rosters</p> <p>Does not support variation and moving of</p>	Paras 101 –	Further submissions received relating to cls 15.9(c), 15.9(e), 15.9(f), 15.9(g)

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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. Should be reinstated to cl 15.6 PLED.	103	Resolved See transcript 26/10/17 PN 246 Drafter comment: If clause 28.8 of the GRIA applies only to full-time employees, then clause 15.9 of the PLED should be moved into clause 15.6.
	SDA	Submission – 10/11/17	15.9(c)	Does not support Revised PLED 15.9(c) – for consistency with GRIA 28.14(d) and Revised PLED 15.9(a), Revised PLED 15.9(c) should at least refer to ‘completed work roster’.	Para 17	
	SDA	Submission – 10/11/17	15.9(e)	For consistency with GRIA 28.14(c) should only refer to “permanent roster changes” or must be considered as substantive change. GRIA 28.14(d) has been removed in part and replace with a note after 15.9(e) – substantive change which removes the obligation on parties to have discussions aimed at resolving roster disputes in accordance with the dispute resolution provision.	Paras 18, 19	
	SDA	Submission – 10/11/17	15.9(f)	Does not support Revised PLED 15.9(f) – substantive change from GRIA 28.14(g) which does not and should not reference revised PLED 15.9(g). Further, revised PLED 15.11 is referenced in 15.9(f) and does not exist in Revised PLED.	Para 20	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	SDA	Submission – 10/11/17	15.9(g)	Does not support revised PLED 15.9(g) as stated at para 10 of submission. Substantive change which removes the rate to be paid where rosters are changed with the intent described in 28.14(f). GRIA 28.14 should be retained.	Para 21	
52	SDA	Submission – 04/08/17	15.10(a)-(e)	Employees regularly working Sundays 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. Do not support inclusion of 15.10. GRIA cl 28.13 should be reinstated.	Paras 114 – 116	Resolved See transcript 26/10/17 PN 246-256 Drafter comment: Clause 15.10 of the PLED is to the same effect as clause 28.13 of the GRIA. I do suggest, however, for greater consistency with clause 28.13(b) of the GRIA, re-wording clause 15.10(e) as “An employee cannot be required as a condition of employment to make a request mentioned in paragraph (b).”
	Business SA	Reply Submission – 22/08/17		Does not support the SDA’s submission. Employer’s rostering obligation is adequately expressed in PLE cl 15.10(a). Para states “unless otherwise agreed ... the employer must ...”	Para 9.2	
53	SDA	Submission – 04/08/17	15.11	Notification of rosters Does not support varying and moving current cl 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	Paras 117 – 119	Resolved See transcript 26/10/17 PN 257-271 Drafter comment: Clause 15.11(a) of the PLED introduced the notion of making rosters available electronically for consistency with clause 3.3. If that is not acceptable, then

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				available to all employees. Additions to PLED are not currently contemplated in GRIA. GRIA c. 28.11(a) should be reinstated.		reference to electronic means should be removed from clause 15.11(a). Clause 15.11(a) and (b) is otherwise to the same effect as clause 28.14(a) of the GRIA.
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	Resolved See transcript 26/10/17 PNs272-273 Drafter comment: Clause 15.11(e) of the PLED is drafted on the basis as leaving clause 39 as the exclusive provision dealing with dispute resolution and not introducing a stand-alone dispute resolution provision.
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	Resolved See transcript 26/10/17 PNs 273-279 Drafter comment: For greater consistency with clause 28.14(d), I suggest that the whole second sentence should be re-worded as “If the employee disagrees with the change, the period of written notice of the change required to be given is extended to at least 14 days in total.”
	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	Para 5.1	Further submissions received. Resolved

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				employees who work less than 4 hours. These workers receive no rest break or meal break and the row 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.		See transcript 26/10/17 PNs 279-295 Drafter's comment: The purpose of Table 2 is to set out entitlements. It is clear from the table that employees who work less than 4 hours per shift have no entitlement to a break. If it is desired to highlight the absence of an entitlement to a break for an employee who works less than 4 hours, this could be done in a Note.
	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	Table 2 could be improved by adding a column 3 so that the availability of rest breaks and meal breaks is made clearer. A revised Table 2 is at Attachment A to this Summary of Submissions.
	SDA	Submission – 10/11/17	16.6	Submits Revised PLED 16.6 should be read in the same way as GRIA 31.2(b) "that an employee will be paid double the rate they would be entitled to" which must be inclusive of all relevant penalties, overtime and loadings.	Paras 7-10	
57	SDA	Submission – 04/08/17	18.1	Minimum rates Table could be improved to ensure it provides a complete, precise and accurate summary.	Paras 128 – 130	Full Bench to determine with regard to submissions put. Transcript 26/10/17 PNs 310-318

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>Proposes to insert ‘at least’ before ‘the minimum hourly rate’ in cl 18.1.</p> <p>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.”</p>		<p>Submission references cl 17 – appears to be in relation to cl 18.</p> <p>Submission to add words ‘at least’ withdrawn – 21/09/17</p>
	SDA	Sub – 21/09/17		Press items in relation to insertion of additional notes in relation to penalty rates, overtime and public holidays. The additional notes would better inform the reader about all rates that must be considered in relation to payment of wages under this award.	Page 2	
	Business SA	Sub – 20/09/17		<p>Understands SDA will not press submission to insert ‘at least’ before ‘minimum hourly rate’.</p> <p>Business SA is not aware of a similar approach being taken in other awards. The 3 notes already in clause assist the reader in calculating the minimum rate payable to an employee.</p> <p>Proposed notes are unnecessary and go</p>	Para 6	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				beyond assisting minimum rate calculations.		
	ABI & NSWBC	Sub – 20/09/17		Our clients oppose the insertion of the three notes proposed by SDA.	Page 1	
	SDA	Submission – 10/11/17		Relies on previous submissions.	Para 22	
58	SDA	Submission – 04/08/17	18.2	Minimum rates Does not support definition of junior employee – see submissions at item 2.	Para 131	Withdrawn – sub 21/09/17 .
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	Withdrawn – sub 21/09/17 .
	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	Resolved Clause 23.2(a)(ii) updated. See transcript 19/09/17 , PNs 261 – 273.
	ABI & NSWBC	Submission – 03/08/17		Requirement regarding notification of the requirement to work overtime has been	Para 9.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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>		
	Business SA	Reply Submission – 22/08/17		Agrees with submissions of the SDA and ABI & NSWBC.	Para 12.1	
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	Resolved Clause 23.3 updated. See transcript 19/09/17 , PNs 274 – 299.
	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	Paras 138 – 141	Further submissions received. Transcript 26/10/17 PNs 319-327

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>Awards refer to a transfer requiring 'change of residence' to identify the scope of the clause.</p> <p>Support notion that transfer from one township to another which requires a change of residence would trigger payment of moving expenses.</p> <p>Use of the term 'family' should be in line with the NES.</p>		<p>Drafter comment:</p> <p>I agree we need something more precise than "township". Clause 23.6 of the PLED is in line with clause 20.5 of the GRIA including in the reference to "family". It would be helpful to clarify who a family member is.</p>
	SDA	Submission – 20/09/17		Moving expenses should be paid where an employee is required by their employer to transfer to another place of employment that means that the employee is required to change residence on a permanent or temporary basis.		
	Business SA	Sub – 20/09/17		Business SA has been unable to find a satisfactory definition of 'township' for the purpose of this clause.	Para 7	
	Business SA	Submission 2/11/17		<p>Business SA has consulted a selection of members re "township". No members consulted reported they had utilised GRIA cl 20.5 for an award covered employee. Where members reported an employee relocated, this was at the request of the employee, rather than being imposed by the employer. Employees had also relocated for purposes of promotion, however in those instances, not employed under Retail award.</p> <p>Also invited comment from members re fair interpretation of "township". Members'</p>	Paras 2 8	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>observations reflected President's observation at PN323 of 26/10/17 transcript. Payment of relocation allowance based on movement to a different suburb would be impractical.</p> <p>Physical distance in kms was suggested as a method of enlivening entitlement. However, concepts of distance and associated time impact vary.</p> <p>Consultations suggest that clause is rarely, if ever, applied in the context of an employee covered by the GRIA. While definition and clarification would be preferable they have been unable to determine an appropriate basis upon which to define "township".</p> <p>Proposes that the issue may be progressed by amending PLED 23.6(a) to clarify that the clause operates only where an employee is <u>directed by their employer</u> to relocate from one residence to another.</p> <p>Reference to "township" would be removed and replaced by the specific direction of the employer – an approach consistent with similar clauses in other awards. This will ensure that where an employee is directed to carry out an action incurring cost, such as moving house, they are reimbursed, whilst also ensuring that the term "transfer" does not extend to transfers initiated/requested by the employee. Suggest amending wording</p>		

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				to: "clause 23.6 applies if an employer directs an employee to transfer from one residence to another."		
	SDA	Submission – 10/11/17		Re township – provisions should be read broadly to encompass a permanent or temporary change of location that requires the employee to move house. "Appropriate rate of pay" for the purposes of Revised PLED 21.11 should be the "appropriate overtime rate".	Paras 24-25	
	ABI & NSWBC	Submission – 15/11/17		In process of consulting re commonly accepted meaning of 'township' and operation of provision. Will provide further response ASAP.	Page 1	
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 in AM2014/196 and AM2014/197 . Request that current clause be reinstated.	Paras 142 – 143	Further submissions received. Transcript 26/10/17 PNs 328-349
	SDA	Submission – 10/11/17		Relies on previous submissions. In line with provisional view of Bench at 19/9/17 conference, clause should not have been removed. Presses reinstatement of GRIA 29.1 until the matter has been conclusively determined.	Paras 7-10	Drafter's comment: Section 62 of the Act deals with working overtime and sets out factors to be taken into account in determining whether or not overtime may be considered unreasonable. The list is more comprehensive than in clause 29.1 of GRIA. The Note at the beginning of clause 25 of PLED points to section 62.
	ABI & NSWBC	Submission – 15/11/17		Remains outstanding and will provide further comment upon release of further Statement.	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
64	Business SA	Submission – 02/08/17	25.1	<p>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.</p>	Para 6.1	<p>Resolved</p> <p>New clause 25.1(c) updated.</p> <p>See transcript 19/09/17, PNs 311 – 316.</p>
	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	<p>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’’).</p>	Paras 144 – 149	<p>Outstanding. Further submissions received.</p> <p>Drafter comment: Clause 25.1(a)(ii) references clause 15. A note could be added stating that ordinary hours are set out at clauses 15.1 and 15.2.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	SDA	Submission – 10/11/17		Does not support revised PLED 25.1(a)(i) and (ii) as it is a substantive change from GRIA clause 29.2(a): - PLED 25.1(a) only refers to full time employees; - GRIA 29.2(a) applies to ‘employees’ which includes full-time, part-time and casual employees; - Under the PLED part-time and casual employees lose their existing entitlements to overtime that the GRIA clearly provides under clause 29.2. 25.1(a)(i) and (ii) should be removed and GRIA 29.2 reinstated, subject to any determination arising from AM2014/196 and AM2014/197.	Paras 27-28	
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	Resolved New clause 25.1(c) updated. See transcript 19/09/17 , PNs 311 – 316.
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	Paras 152 – 155	Further submissions received/. Transcript 26/10/17 PNs 350-366 Drafter comment:

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				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.		Clause 26 of the PLED is to the same effect as clause 29.4 of the GRIA. Clause 26.1 of the PLED is intended as a simple explanatory statement of what the clause is about. Given its explanatory nature, the material in it could be included in a Note and clause 26.1 omitted.
	SDA	Submission – 21/09/17		SDA presses that the explanatory statement at clause 26.1 be amended to read ‘clause 26 sets out penalty rates for ordinary hours worked at specified times or on specified days.’ The following reference to overtime should be deleted ‘that are not required to be paid at the overtime rate mentioned in clause 25.2 overtime rate.’	Page 2	Clause 26.1 provisionally converted to a note. Clause 16.6 of the PLED is to the same effect as clause 31.2 of the GRIA.
	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	
	Business SA	Sub – 20/09/17		During 19 Sept 17 conference, Ross J suggested the following amendment to clause 26.1: “Clause 26 sets out penalty rates for ordinary hours worked at specified times or on specified days.” Business SA does not oppose the proposed amendment.	Para 8	
	ABI & NSWBC	Sub – 20/09/17		Do not oppose the wording proposed by the President to amend clause 26.1.	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	ABI & NSWBC	Submission – 15/11/17		Re Note in PLED-01/11/17 addresses concern. Note that SDA continues to press its objection to the wording.	Page 1	
	SDA	Submission – 10/11/17		Re Note in Revised PLED – position remains that the words “that are not required to be paid at the overtime rate mentioned in cl 25.2–Overtime rate” should be deleted.	Para 29	
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	Withdrawn – sub 21/09/17
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 wording in GRIA cl 30.1(a) does this more effectively than PLED cl 27.1. 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.	Para 7.1	Full Bench to determine with regard to submissions put. See report of 19/09/17.
70	ABI & NSWBC	Submission – 03/08/17	29.9	Rate of pay for shiftwork Operation of clause should be clarified so it is clear whether or not this entitlement applies to all employees.	Para 11.1	Withdrawn. See transcript 19/09/17 , PN 358.
71	SDA	Submission – 04/08/17	37-39	Consultation and dispute resolution Opposes relocation from Part 2 of GRIA to Part 8 of PLED. Consultation and Dispute Resolution	Paras 6 – 8	Withdrawn. See transcript 19/09/17 , PN 364.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<p>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.</p> <p>Seek reinstatement of these clauses at Part 2.</p>		
	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	
72	SDA	Reply Submission – 17/08/17	Sched B	<p>Summary of Hourly Rates of Pay</p> <p>Notes the use of the term ‘ordinary hours’ in PLED Sched B.</p> <p>Requests Sched B be revised to ensure ‘ordinary hours’ is used consistently and accurately across PLED.</p>	Para 7	Outstanding
73	SDA	Reply Submission – 17/08/17	Sched B	<p>Summary of Hourly Rates of Pay</p> <p>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	<p>Resolved</p> <p>Note deleted.</p> <p>See transcript 19/09/17, PNs 369 – 375.</p>

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

ATTACHMENT A

An employee who works the number of hours in any one shift specified in column 1 of **Table 2—Entitlements to meal and rest break(s)** is entitled to a rest break or rest breaks as specified in column 2 or a meal break or meal breaks as specified in column 3.

Table 2—Entitlements to meal and rest break(s)

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

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

NOTE 2: The rest breaks and meal breaks of shiftworkers are paid. See clause **Error! Reference source not found.—Error! Reference source not found.**