



BUSINESS SA

**4 yearly review of
modern awards:
Award Stage – Group 2
Comprehensive Written
Submissions**

Wednesday 15 July 2015

 **BusinessSA**
South Australia's Chamber of
Commerce and Industry

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Introduction

Business SA is pleased to have this opportunity to make a written submission in response to the Fair Work Commission's (the Commission) statement of 30 March 2015. This submission will outline our variations in the Group 2 awards. We have an interest in the following modern awards:

Sub-group A

- Aquaculture Industry Award 2010
- Graphic Arts, Printing and Publishing Award 2010
- Storage Services and Wholesale Award 2010
- Seafood Processing Award 2010

Sub-group B

- Animal Care and Veterinary Services Award 2010
- Nurses Award 2010
- Health Professionals and Support Services Award 2010
- Pharmacy Industry Award 2010

Sub-group C

- Passenger Vehicle Transportation Award 2010
- Road Transport (Long Distance Operations) Award 2010
- Road Transport and Distribution Award 2010
- Transport (Cash in Transit) Award 2010
- Waste Management Award 2010

Sub-group D

- Racing Industry Ground Maintenance Award 2010

** Where Business SA refers to an "Item" within this submission; the reference is to the current Summary of Variations document published on the Fair Work Commission website.

Outline of Variations

Sub-group A

Aquaculture Industry Award 2010

Clause 17.1(a) – Payment of wages

Business SA withdraws our proposal in relation to this clause.

Graphic Arts, Printing and Publishing Award 2010

Withdrawal of Claims

Business SA will be withdrawing the following claims in the Graphic Arts Award 2010.

Item 11 - Business SA withdraws its proposal to delete clause 6.4(d)

Item 22 – Business SA withdraws its proposal to include weekly rates for apprentices in Clause 11.1 of the exposure draft.

Item 24 – Business SA withdraws its proposal to move the Apprentice Rates from D.1 to Clause 9.

Item 29 – Business SA withdraws its proposal to include the Higher Duties Clause from the Manufacturing and Associated Industries Award 2010.

Sub-group B

Health Professionals and Support Services Award 2010

We rely on our earlier submission of 4 March 2015, and note that parties are still in discussions regarding a number of matters that will relate to substantive matters. Business SA does not intend to propose variations at this stage, but reserves the right to make submissions following the outcome of these discussions.

Response to Exposure Drafts

Business SA is of the view that any matters not listed in this submission should be referred to conference.

Sub-group A

Aquaculture Industry Award 2010

Discussions are underway with interested parties for agreed matters in this award. The parties propose that correspondence will be lodged with the Fair Work Commission by 4pm on Tuesday 21 July 2015 regarding whether there are item numbers for agreement from the Summary of Submissions document (dated 17 March 2015).

Withdrawn

Items 15, 18, 25, 33 (in relation to Clause 14.8(c) only) and 39 (in relation to casual shiftworkers only).

Graphic Arts, Printing and Publishing Award 2010

Business SA notes from joint correspondence submitted on 25 June 2015, a number of parties have held discussions regarding the Graphic Arts Award 2010. Business SA has not been a party to these discussions and reserves our right to make submissions on any “agreed positions” that have been arrived at during these discussions. Business SA respectfully requests to be part of any Conference conducted by the Fair Work Commission regarding this award review.

Disputed matter that Business SA has not yet indicated a position

Item 4 – Coverage - daily metropolitan newspapers. Business SA is unable to put forward a position on this matter but seeks to remain informed and involved in future discussions.

Item 27 – Parties were asked to comment on whether Clause 15.1 is obsolete. Business SA maintains the view that the clause is not obsolete.

Item 37 – Ai Group are seeking to vary the heading to Clause 21.2 to be specific to day workers. Business SA supports the Ai Group’s proposal.

Item 43 – Ai Group sought amendment to Heading in Clause 21.4 to “Limitation on Double shifts – Continuous shiftworker employees other than in a newspaper office and employees in a regional daily newspaper office’. Business SA supports Ai Group’s proposal.

Item 75 – Ai Group submitted Clause 19.7 of the exposure draft should be varied to allow employers who pay by EFT to pay termination monies in accordance with the employer’s pay cycle. Business SA supports this proposal.

Item 83 – Ai Group proposed the words “for all purposes” be deleted in the definition of ‘hourly rate’ as they may impose substantial additional costs to employers. Business SA supports the submissions of Ai Group.

Storage Services and Wholesale Award 2010

Business SA supports the document of agreed matters submitted by SDA on 10 June 2015. The following are the outstanding issues:

Item 1 – Business SA opposes the use of wording “ordinary hours” proposed by the NUW and submits the wording “minimum hourly rate” is consistent with the FWC Full Bench Decision 9412.

Item 3 – As per Item one.

Item 19 – FWO has raised concerns that the full-time employment clause may have capacity to cause confusion. The parties have not come to an agreed position on this matter.

Item 20 – As per Item 1.

Item 23 – FWO has raised concerns that the Hours of work clause is unclear on what entitlements apply to employees whose hours of work traverse the hours that apply to both shift and day workers. The parties have not come to an agreed position on this matter.

Item 24 – AFEI has submitted that the ordinary hours clause does not require amendment and the span of hours may be amended at either end. Business SA supports AFEI’s submissions.

Item 25 – Business SA has proposed the title of the Clause should be “Spread of Ordinary Hours” for clarity.

Item 26 – Business SA maintains that the Clause – Hours of Work – allows for the expansion of hours at either ends and supports Ai Group’s submissions that such flexibility is essential for business operations.

Item 32 - FWO has raised concerns regarding the rates of pay for employees on level 1. The parties have not come to an agreed position on this matter.

Item 35 – Ai Group has proposed Clause 11.3 of the exposure draft should be varied to enable an employer who pays by electronic funds transfer, to pay wages on termination of employment in accordance with the employer’s normal pay cycle. Business SA supports Ai Group’s submissions.

Item 40 – ABI & NSWBC have proposed a variation to clause 12.3(e)(i) - Allowances – Damages personal effects, of the exposure draft. Business SA does not oppose the proposed amendment.

Item 42 – AWU submitted that higher duties clause should be varied to remove “weekly” employees and replace with “employees”. Business SA opposes the variation on the basis that it extends the provisions of the current Award.

Item 47 – AFEI have submitted that Clause 15.2 allows for the span of hours for shiftwork can be extended by one hour at each end of the daily span. Business SA supports the view of Ai Group and AFEI.

Item 50 –The AWU proposed a variation to Clause 16.1 (a) of the exposure draft due to an alleged conflict between clause 16.2(a) and 16.1(a). Business SA opposes the variation sought by the AWU and does not believe a conflict between the clauses exists.

Item 54 – Business SA confirms our view from previous submissions that the rates of pay should be referred to “minimum rates” in the absence of any all-purpose allowances in the award.

Seafood Processing Award 2010

Discussions are underway with interested parties for agreed matters in this award. The parties propose that correspondence will be lodged with the Fair Work Commission by 4pm on Tuesday 21 July 2015 regarding whether there are item numbers for agreement from the Summary of Submissions document (dated 17 March 2015).

Sub-group B

Animal Care and Veterinary Services Award 2010

Whilst Business SA has not actively participated in party discussions to date, we reserve the right to respond to party submissions on this award.

Nurses Award 2010

Whilst Business SA has not actively participated in party discussions to date, we reserve the right to respond to party submissions on this award.

Health Professionals and Support Services Award 2010

See Appendix A for proposed agreed matters by parties. Business SA supports the items included for agreement in this document.

Pharmacy Industry Award 2010

See Appendix B for agreed matters by parties. Business SA supports the items included for agreement in this document.

Withdrawn

Item 36 in relation to the calculation of wages.

Sub-group C

Passenger Vehicle Transportation Award 2010

Business SA: Agreed Matters

We rely on our previous submissions. In addition, we note the following:

Item 7 – Coverage (Clause 3.5(a)). Business SA agrees with the proposal by ABI.

Item 10 – Part-time employment (Clause 6.4(a)(iii)). Business SA agrees with Ai Group's submission.

Item 12 – Part-time employment (Clause 6.4(f)). Business SA agrees with Ai Group's submission.

Item 13 – Part-time employment (Clause 6.4(e), (f) and (h)). Business SA agrees with the submissions of Ai Group, in response to the TWU's submission on this item.

Item 20 – Ordinary hours and roster cycles (Clause 8.1(a)). Business SA supports the submissions of APTIA and TWU (4 February 2015).

Item 21 – Ordinary hours and roster cycles (Clause 8.1(a)). Business SA supports the submissions of Ai Group in relation to the insertion of the words 'up to 38 hours a week'.

Item 23 - Ordinary hours and roster cycles (Clause 8.1(a)). Business SA supports the submissions of Ai Group.

Item 24 – Breaks (Clause 9). Business SA supports the submissions of AFEI.

Item 25 – Junior employees (Clause 10.2). Business SA supports ABI's submissions. We note that item 25 and 26 are the same matter.

Item 27 – Payment of wages (Clause 10.5(a)). Business SA supports the submissions of Ai Group.

Item 35 – Overtime (Clause 14.1(a)(i)). Business SA supports the submissions of Ai Group.

Item 37 – Additional leave for certain shiftworkers (Clause 15.2). Business SA supports the submissions of Ai Group.

Item 50 – Definition of shiftworkers (Clause 15.2 and Schedule G). Business SA supports the submissions of Ai Group.

Withdrawn

Business SA is no longer pursuing Items 4 and 47.

Road Transport (Long Distance Operations) Award 2010

Business SA continues to note our interest in this award. Recent correspondence from the Australian Industry Group, dated 6 July 2015, requests an extension for substantive matters, and we await the decision of the Fair Work Commission to their request.

We rely on our earlier submissions for our comments on the Exposure Drafts.

Road Transport and Distribution Award 2010

Business SA continues to note our interest in this award. Recent correspondence from the Australian Industry Group, dated 6 July 2015, requests an extension for substantive matters, and we await the decision of the Fair Work Commission to their request.

We rely on our earlier submissions for our comments on the Exposure Drafts.

Transport (Cash in Transit) Award 2010

Business SA: Agreed Matters

Item 12 – Method of working ordinary hours (Clause 9.2(b)(i)). Business SA supports the submissions of Ai Group.

Item 13 – Make-up time (Clause 9.3). Business SA supports the submissions of TWU and Ai Group.

Item 24 – Insurance policy allowance (Clause 12.3(b)). Business SA has no objections to TWU's submission.

Item 27 – Shiftwork – rosters (Clause 14.2(b) and (c)). Business SA supports the submissions of Ai Group.

Items 29 and 30 – Shiftwork – Penalty rates/Shiftwork allowances (Clause 14.8). Business SA supports the submissions of Ai Group.

Item 42 – Summary of hourly rates of pay (Schedule A.2.1). Business SA supports the submissions of Ai Group.

Technical and Drafting Issues – disagree

Items 9, 10 and 11 – Ordinary hours of work and roster cycles (Clause 9.1). Business SA notes these items are linked, and Business SA, Ai Group and TWU are in agreement that the removal of the words ‘Subject to the other provisions of this Award’ would be problematic. We agree with the unintended consequences of this drafting error, as submitted by Ai Group.

Waste Management Award 2010

Technical and Drafting Issues - disagree

Item 4 – Ai Group suggests Part-time employees - 6.4(a)(ii) deviates from current Clause 13.6 as not confined to “the terms of this award”, therefore extending to over-award pay and entitlements and that in the proposed wording is not clear what is meant by “same kind of work”. The AMWU does not agree with Ai Groups suggested amendments.

Item 7 – ABI raised issues with the wording of Clause 6.5(h) of the exposure draft. There appears to be agreement that the wording is not consistent with the current award, however there is not agreement on the proposed wording by the parties.

Item 10 – Casual conversion is subject to common claim by ACTU

Item 13 – WCRA proposed including provisions for cashing out of RDO’s at the ordinary rate of pay. Business SA does not oppose such a clause but reserves its position subject to viewing wording proposed by WCRA.

Item 19 – The AWU submit Allowances - all purpose allowances - all employees are entitled to the all purpose allowance therefore reference to ‘who is entitled to the allowance’ should be removed. Business SA opposes the removal of the wording.

Item 22 – WCRA submit that provision be inserted into the Higher Duties clause to clarify that employees are only entitled to higher rate where required to work more than 2 hours on that day at higher level. The AMWU opposed the submission of WCRA on the basis that the current clause reflects industry standards. Business SA is currently consulting members on the proposed variation.

Item 23 – Ai Group submitted that Clause 16.3(b)(i) Overtime - time from which rate payable – the current clause requires payment at 200% from time employee resumes/continues work without 10 consecutive hours off until released from duty. Clause 16.3(b)(i) is ambiguous as to when 200% is

payable. Business SA supports Ai Group's submission that the wording of the current award should be retained.

Item 25 & 29 – The parties were asked to submit if the provisions in Clauses 16.8 and 16.6 were limited to weekend work. Business SA, along with the other employer parties, submitted that the clauses were limited to Saturday and Sunday work. The TWU seeks to expand the provisions of the Award by providing the on-call allowance for all days/hours. Business SA supports the retention of the wording "subject to any custom".

Item 30 – Ai Group has raised a concern that in Clause 16.9(c) – Overtime – Time off instead of payment for overtime by moving the wording 'if requested by the employee' to the end of the clause gives rise to potential anomaly associating the employee's request with the rate of payment. Business SA supports Ai Group's submissions and agrees that moving the wording is unnecessary and creates ambiguity within the clause.

Item 32 – Parties were required to make submissions on whether the rates in the table contained in 20.6 are correct. Business SA supports the submissions of Ai Group that the rates in Clause 20.6(b) should be amended for consistency with current Clause 32.5. Current Clause 32.4 doesn't apply in the case of 20.6(b) rates.

Sub-group D

Racing Industry Ground Maintenance Award 2010

Business SA notes from the *Award Variation Summary*, dated 17 March 2015, that there are only a limited number of clauses in this Award that are not agreed upon and does not believe any variations sought by the parties are substantive.

Technical and Drafting Issues – disagree

Item 8, 10, 14, 17, 20, 22 – Ai Group submitted the change from "minimum wage" to "ordinary hourly rate" increases the cost to employers as the all purpose allowance is now included.

Item 11 – The FWC raised a question regarding the wording of Clause 10.7(c) in the exposure draft (19.8(c) of current award) on wording for Late Payment of Wages. Business SA submits that an employer should not be penalised for circumstances beyond their control and support the wording suggested by AFEI in their submission of 4 February 2015.

Proposed AFEI wording:

“An employee not paid within the time required by clause 10.7(a) ~~through circumstances beyond the reasonable control of the employer~~ is entitled to a payment of \$29.10 for each day on which the wages remain unpaid. This clause will not apply where the delay is due to circumstances beyond the reasonable control of the employer.”

Item 16 – Ai Group proposed that Clause 14.1(a) in Overtime should be amended to refer to ordinary hours. The AWU consider the proposal a substantive variation. Business SA supports the Ai Group’s proposal and disagrees with the AWU that it is a substantial variation. The Fair Work Commission, through the 4 yearly modern award Review, are empowered to make variations that remove ambiguity within the award. Business SA submits that Ai Group proposal removes ambiguity without varying the intent of the Award.

Item 29 – Ai Group submitted the reference to ‘Late payment of wages’ in the table at Table C.1 is not a monetary allowance, but rather a penalty on the employer for the late payment of wages when it is within their control. Business SA would support its deletion.

Who we are

As South Australia’s peak Chamber of Commerce and Industry, Business SA is South Australia’s leading business membership organisation. We represent thousands of businesses through direct membership and affiliated industry associations. These businesses come from all industry sectors, ranging in size from micro-business to multi-national companies. Business SA advocates on behalf of business to propose legislative, regulatory and policy reforms and programs for sustainable economic growth in South Australia.

APPENDIX A

Health Professionals and Support Services Award – Exposure Draft – Proposed Agreed Matters

Item	Exposure Draft	Agreed Wording																																	
9	3.1 This industry and occupational award covers: (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and (b) employers engaging a health professional employee in the classifications listed in clause 11.	3.1 This industry and occupational award covers: (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and (b) employers engaging a health professional employee in the classifications listed in Schedule A clause 11 . **																																	
10	Inclusion of the definition of Health Industry in clause 3.2 and Schedule I Definitions	That it should be included in 3.2 Coverage and not repeated in the Schedule I																																	
11	5.2 Facilitative provisions in this award are contained in the following clauses: <table border="1" data-bbox="197 699 1021 1011"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>9.1(b)</td> <td>Unpaid meal breaks</td> <td>An individual</td> </tr> <tr> <td>9.2(b)</td> <td>Paid tea breaks</td> <td>An individual</td> </tr> <tr> <td>12.1</td> <td>Payment of wages</td> <td>The majority of employees</td> </tr> <tr> <td>23.4(a)</td> <td>Substitution of public holidays by agreement</td> <td>The majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	9.1(b)	Unpaid meal breaks	An individual	9.2(b)	Paid tea breaks	An individual	12.1	Payment of wages	The majority of employees	23.4(a)	Substitution of public holidays by agreement	The majority of employees	5.2 Facilitative provisions in this award are contained in the following clauses: <table border="1" data-bbox="1133 699 1984 1059"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>6.3(c)</td> <td>Part-time employment</td> <td>An individual</td> </tr> <tr> <td>9.1(b)</td> <td>Unpaid meal breaks</td> <td>An individual</td> </tr> <tr> <td>9.2(b)</td> <td>Paid tea breaks</td> <td>An individual</td> </tr> <tr> <td>12.1</td> <td>Payment of wages</td> <td>The majority of employees</td> </tr> <tr> <td>23.4(a)</td> <td>Substitution of public holidays by agreement</td> <td>The majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	6.3(c)	Part-time employment	An individual	9.1(b)	Unpaid meal breaks	An individual	9.2(b)	Paid tea breaks	An individual	12.1	Payment of wages	The majority of employees	23.4(a)	Substitution of public holidays by agreement	The majority of employees
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21	Heat Allowance: Parties are asked to comment on whether the provisions in clause 15.2(a)(iii) are obsolete.	Retain Heat Allowance clause 15.2(a)(iii)																																	
36	25 Ceremonial leave An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.	25 Ceremonial leave An employee who is legitimately required by Aboriginal or Aboriginal Torres Strait Islander tradition to be absent from work for Aboriginal traditional ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.																																	

APPENDIX B

Pharmacy Industry Award – Exposure Draft – Agreed matters

Item No	Exposure Draft	Agreed Wording
10	<p>1. The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.</p>	<p>2. The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p> <p>2.4 Where a pharmacy does not have a notice board, the award and the NES may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.</p>

<p>11</p>	<p>5. Facilitative provisions</p> <p>5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p> <p>5.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="322 911 1140 1134"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.4(c)</td> <td>Time off instead of</td> <td>An individual</td> </tr> <tr> <td>18.4</td> <td>Substitution of public holidays by</td> <td>An individual or the majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	13.4(c)	Time off instead of	An individual	18.4	Substitution of public holidays by	An individual or the majority of employees	<p>5. Facilitative provisions</p> <p>5.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.</p> <p>5.2 The following clauses have facilitative provisions:</p> <table border="1" data-bbox="1294 523 1991 703"> <thead> <tr> <th>Clauses</th> <th>Provision</th> </tr> </thead> <tbody> <tr> <td>13.4(c)</td> <td>Time off instead of payment</td> </tr> <tr> <td>18.4</td> <td>Substitution of public holidays</td> </tr> </tbody> </table> <p>5.3 The agreement must be kept by the employer as a time and wages record.</p>	Clauses	Provision	13.4(c)	Time off instead of payment	18.4	Substitution of public holidays
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<p>19</p>	<p>6.4 Part-time employment</p> <p>(a) A part-time employee:</p> <p>(i) is engaged to work less than 38 hours per week;</p>	<p>6.4 Part-time employment</p> <p>(a) A part-time employee:</p> <p>(i) is engaged to work less than 38 hours per week; and</p>															

	<p>(ii) has reasonably predictable hours of work;</p> <p>(iii) except as provided elsewhere in this award, receives on a pro-rata basis pay and conditions equivalent to those of full-time employees who do the same kind of work.</p>	<p>(ii) has reasonably predictable hours of work;</p> <p>(iii) except as provided elsewhere in this award, receives on a pro-rata basis pay and conditions equivalent to those of full-time employees who do the same kind of work.</p>
20 & 21	6.4(d) For each ordinary hour worked, a part-time employee will be paid no less than the minimum hourly rate of pay for the relevant classification in clause 6.5(d).	6.4(d) For each ordinary hour worked, a part-time employee will be paid the minimum hourly rate of pay for the relevant classification in clause 10.1.
22 & 23	<p>6.4(f) Rosters</p> <p>(i) A part-time employee's roster, but not the agreed number of hours, may be altered:</p> <ul style="list-style-type: none"> • by giving seven days' written notice; or • in the case of an emergency, by giving 48 hours' notice; or • at any time by mutual agreement between the employer and the employee. 	<p>6.4(f) Rosters</p> <p>(i) A part-time employee's roster, but not the agreed number of hours, may be altered:</p> <ul style="list-style-type: none"> • by the employer giving the employee seven days' written notice; or • in the case of an emergency, by the employer giving the employee 48 hours' written notice; or • at any time by mutual agreement between the employer and the employee.
26	6.5(c)(ii) The casual loading is paid instead of annual leave, paid personal leave, paid personal/carer's leave, notice of termination, redundancy benefits and other	Delete clause 6.5(c)(ii) and 6.5(c)(iii).

	entitlements of full-time or part-time employment. (iii) The following provisions of this award to not apply to casual employees					
28	8.3(a)(v) An employee who regularly works Sundays will be rostered to have three consecutive days off every four weeks and the consecutive days off will include Saturday and Sunday.	8.3 (a)(v) An employee may be rostered to work a maximum of 3 Sundays in any 4 week cycle and must have three consecutive days off every four weeks, including a Saturday and Sunday.				
32	9.3 An employee working 7.6 or more hours on any day will be entitled to an unpaid meal break of at least 30 minutes but no longer than one hour, plus two 10 minute paid rest breaks, provided that: (a) the meal breaks are to be taken after at least 2.5 hours and not later than five hours work; and (b) the rest breaks are not to be taken in the first hour of work or in the first hour after the meal break.	9.3 An employee working 7.6 or more hours on any day will be entitled to an unpaid meal break of at least 30 minutes but no longer than one hour, plus two 10 minute paid rest breaks, provided that: (a) the meal breaks are to be taken after at least 2.5 hours and not later than five hours work; and (b) the rest breaks are not to be taken in the first hour of work or in the first hour after the meal break. Insert table after 9.3 <table border="1"> <thead> <tr> <th>Ordinary hours per day</th> <th>Break</th> </tr> </thead> <tbody> <tr> <td>4 hours and up to and including 5 hours</td> <td>One 10-minute paid rest break</td> </tr> </tbody> </table>	Ordinary hours per day	Break	4 hours and up to and including 5 hours	One 10-minute paid rest break
Ordinary hours per day	Break					
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		<p>More than 5 and less than 7.6 hours</p>	<p>One 10-minute paid rest break One 30 to 60-minute unpaid meal break</p>																																																							
<p>33</p>	<p>10. Minimum wages</p> <p>10.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="300 895 1151 1359"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> <th>Casual hourly rate</th> </tr> </thead> <tbody> <tr> <td>Pharmacy Assistants</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>703.</td> <td>18.52</td> <td>23.15</td> </tr> <tr> <td>Level 2</td> <td>720.</td> <td>18.97</td> <td>23.71</td> </tr> <tr> <td>Level 3</td> <td>746.</td> <td>19.64</td> <td>24.55</td> </tr> <tr> <td>Level 4</td> <td>776.</td> <td>20.44</td> <td>25.55</td> </tr> <tr> <td>Pharmacy Students</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate	Pharmacy Assistants				Level 1	703.	18.52	23.15	Level 2	720.	18.97	23.71	Level 3	746.	19.64	24.55	Level 4	776.	20.44	25.55	Pharmacy Students				<p>10. Minimum wages</p> <p>10.1(a) An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="1169 895 2033 1359"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> <th>Casual hourly rate</th> </tr> </thead> <tbody> <tr> <td>Pharmacy</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>703.90</td> <td>18.52</td> <td>23.15</td> </tr> <tr> <td>Level 2</td> <td>720.70</td> <td>18.97</td> <td>23.71</td> </tr> <tr> <td>Level 3</td> <td>746.20</td> <td>19.64</td> <td>24.55</td> </tr> <tr> <td>Level 4</td> <td>776.90</td> <td>20.44</td> <td>25.55</td> </tr> <tr> <td>Pharmacy Students</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate	Pharmacy				Level 1	703.90	18.52	23.15	Level 2	720.70	18.97	23.71	Level 3	746.20	19.64	24.55	Level 4	776.90	20.44	25.55	Pharmacy Students			
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4th year of course	776.	20.44	25.55	4th year of course	776.90	20.44	25.55
Pharmacy Interns				Pharmacy Interns			
First half of training	787.	20.71	25.89	First half of training	787.10	20.71	25.89
Second half of	814.	21.42	26.78	Second half of	814.00	21.42	26.78
Pharmacist	920.	24.23	30.29	Pharmacist	920.90	24.23	30.29
Experienced	1008.	26.54	33.18	Experienced	1008.60	26.54	33.18
Pharmacist in Charge	1032.	27.16	33.95	Pharmacist in	1032.20	27.16	33.95
Pharmacist Manager	1150.	30.27	37.84	Pharmacist	1150.30	30.27	37.84
				<p>10.1(b) A summary of hourly rates of pay including overtime and penalties is provided in Schedule B of this Award.</p> <p>10.1(c) Each year of a pharmacy student’s course commences on the first day of the relevant academic term. A pharmacy student’s progression through the pay rate is in line with the student’s progression through the course. If the pharmacy student completes subjects faster than the usual course progression for that year of study, the student will progress to the next pay rate even</p>			

		<p>if they have not been on the previous pay rate for a year. A pharmacy student will not move to the next pay rate if they have not completed and passed all of the subjects required in the usual course progression for that year of study, even if they remain on the same pay rate for more than one year. Students undertaking a Master of Pharmacy will commence at the year 3 pay rate.</p>
<p>39</p>	<p>10.3 Payment of wages</p> <p>(a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p>(b) Section 536 of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The Fair Work Regulations 2009 specify the information that must be included in a pay slip.</p>	<p>10.3 Payment of wages</p> <p>(a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p>(b) All wages shall be paid on a regular pay day within 4 days of the end of the pay period. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks' written notice to the employee of such change.</p>
<p>43</p>	<p>Clause 10.5 Supported wage system For employees who because of the effects of a disability</p>	<p>Clause 10.5 Supported wage system For employees who are eligible for a supported wage, see Schedule D – Supported Wage System.</p>

	are eligible for a supported wage, see Schedule D – Supported Wage System.	
44	11.2(a)(iii) This provision will not apply when the employer has advised the employee of the requirement to work overtime on the previous day.	11.2(a)(iii) 11.2(a)(i) and (ii) will not apply when the employer has advised the employee of the requirement to work overtime the previous day.
45	Clause 11.2(a)(v) Meal allowance No meal allowance will be payable where the additional hours are agreed hours as per clause 6.4(c).	Maintain exposure draft wording.
*50	13.2 Definition of overtime (a) For a full-time employee, overtime is paid for additional hours worked at the discretion of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(c) and 8.2(d).	13.2 Definition of overtime (a) For a full-time employee, overtime is paid for additional hours worked at the direction of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(c) and 8.2(d). (Please see note below -*50)
54	14.2 On-premise meal allowance (Pharmacists only) A pharmacist who is required to attend to urgent matters during their meal break may be entitled to payment in accordance with clause 11.2(b).	Delete Clause – already contained in clause 11.2(b)
56	20.2 Notice of termination by an employee The notice of termination required to be given by an employee is the same as that required of an	20.2 The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice.

	<p>employer, except that there is no requirement for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p>	<table border="1" data-bbox="1207 277 2018 691"> <thead> <tr> <th data-bbox="1207 277 1680 344">Years of Service</th> <th data-bbox="1680 277 2018 344">Period of Notice</th> </tr> </thead> <tbody> <tr> <td data-bbox="1207 344 1680 411">Not more than 1 year</td> <td data-bbox="1680 344 2018 411">1 week</td> </tr> <tr> <td data-bbox="1207 411 1680 517">More than 1 year but not more than 3 years</td> <td data-bbox="1680 411 2018 517">2 weeks</td> </tr> <tr> <td data-bbox="1207 517 1680 620">More than 3 years but not more than 5 years</td> <td data-bbox="1680 517 2018 620">3 weeks</td> </tr> <tr> <td data-bbox="1207 620 1680 691">More than 5 years</td> <td data-bbox="1680 620 2018 691">4 weeks</td> </tr> </tbody> </table> <p data-bbox="1258 724 2033 906">If an employee fails to give the required notice, the employer may withhold any money due to the employee under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p>	Years of Service	Period of Notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks
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<p>57</p>	<p>21.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see ss.119–122 of the Act.</p> <p>21.2 A small business employer is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in s.23 of the Act</p>	<p>21.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see ss.119–122 of the Act.</p>										

<p>60</p>	<p>Schedule A—Classification Definitions</p> <p>A.1 Pharmacy Assistant Level 1 is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p>A.2 Pharmacy Assistant Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.</p> <p>A.3 Pharmacy Assistant Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level.</p> <p>(a) A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p>(b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p>	<p>Schedule A—Classification Definitions</p> <p>A.1 Pharmacy Assistant Level 1 is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p>A.2 Pharmacy Assistant Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.</p> <p>A.3 Pharmacy Assistant Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level.</p> <p>(a) A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p>(b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p>(c) A pharmacy assistant, who for the majority of</p>
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<p>(c) A pharmacy assistant, who for the majority of their duties is assisting with extemporaneous preparations working in a compounding lab or compounding section of a community pharmacy, will be paid as Pharmacy Assistant Competency Level 3.</p> <p>A.4 Pharmacy Assistant Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.</p> <p>A.5 Pharmacist is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.</p> <p>A.6 Experienced Pharmacist is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.</p> <p>A.7 Pharmacist in Charge is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.</p> <p>A.8 Pharmacist Manager is a pharmacist who is</p>	<p>their duties is assisting with extemporaneous preparations working in a compounding lab or compounding section of a community pharmacy, will be paid as Pharmacy Assistant Competency Level 3.</p> <p>A.4 Pharmacy Assistant Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.</p> <p>A.5 Pharmacy Student means a person who is undertaking an approved program of study, under the Australian Health Practitioner Regulation National Law, leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.</p> <p>A.6 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the Australian Health Practitioner Regulation National Law .</p> <p>A.7 Pharmacist is a person who is registered as a</p>
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	<p>responsible to the proprietor for all aspects of the business.</p> <p>A.9 Pharmacy Student means a person who is undertaking an accredited course of study leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.</p> <p>A.10 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the Australian Health Practitioner Regulation National Law.</p>	<p>pharmacist pursuant to the relevant State or Territory law.</p> <p>A.8 Experienced Pharmacist is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.</p> <p>A.9 Pharmacist in Charge is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.</p> <p>A.10 Pharmacist Manager is a pharmacist who is responsible to the proprietor for all aspects of the business.</p>
<p>62</p>	<p>Schedule G - Definitions</p> <ul style="list-style-type: none"> removal of default fund employee 	<p>Retain definition of default fund employee as per Full Bench decision of the FWC [2013] FWCFB 10016.</p> <p>Default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i></p>

*50 – Agreement to this wording only relates to the PGA claim that the word ‘discretion’ be changed to ‘direction’.

Matters dealt with by the Full Bench Decision

Item	Clause/Issue
3	General
4	NES Summaries – (to be discussed re annotated version)
5	Illustrative examples - (to be discussed re annotated version)
6	Payslips - (to be discussed re annotated version)
7	Expression of pay rates – rounding (annotated version)
8	Supersession
9	Take home pay provision
12	Casual employment
55	Public holidays

Matters Withdrawn

Item	Clause/issue
2 (APESMA)	N/A
14(APESMA/SDA)	Definitions
36 (Bus SA)	Calculation to rates (annotated version)
38 (PGA)	Junior employee rates (annotated version)
41(SDA)	Annualised salary
46 (PGA)	Clothing Allowance
47(PGA)	Superannuation (annotated version)
58 (HSUA)	classifications
59 (PGA)	Classifications – alignment of training
63 (PGA)	'national system' definition (annotated version)