

PLAIN LANGUAGE MODERN AWARD PILOT

Community Pharmacy Industry User Testing Report

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Prepared for the Fair Work Commission



This report was commissioned by the Fair Work Commission and was conducted by Wallis Market and Social Research. The contents of this report are the responsibility of the authors and the research has been conducted without the involvement of members of the Fair Work Commission.

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Table of Contents

1.0	Introduction, Objectives and Methodology	1
1.1	Introduction	1
1.2	Research objectives	1
1.3	Methodology	1
2.0	Feedback on the plain language draft	6
2.1	Overall reception	6
2.2	Structure of the plain language draft	6
2.3	Layout of provisions - list format	8
2.4	Tables	9
2.5	Cross references	9
2.6	Construction of provisions and language	10
2.7	Interpretation of provisions	11
3.0	Potential users of the plain language draft	12
4.0	Displaying the award as an ‘Online / Interactive Document’	14
5.0	Conclusions	15
Appendix 1	Detailed findings of the Part A clauses tested	16

A note to readers on the interpretation of Qualitative findings

In the results which follow the reader is reminded that qualitative research seeks to develop insight and direction rather than provide absolute measures.

Given the sample sizes, the special recruitment methods adopted and the objectives of the study, it should be understood that qualitative research work is exploratory in nature.

There are no statistical degrees of confidence in qualitative findings and they are not necessarily representative of the broader population.

Qualitative findings should therefore be viewed as a frame of reference and indicative in their nature.

1.0 Introduction, Objectives and Methodology

1.1 Introduction

This report presents the results of user testing research undertaken by Wallis Market and Social Research (Wallis) on behalf of the Fair Work Commission (Commission). The research explored the views and experiences of employers and employees towards a plain language draft of the *Pharmacy Industry Award 2010* (Pharmacy Industry Award), that had been prepared as part of the Commission's Plain language modern award pilot (the Pilot).

The main body of this report outlines broad themes that emerged from the user testing research. More detailed, clause-by-clause findings are contained within appendix 1.

1.2 Research objectives

The research aimed to provide an in-depth examination of if, and how, the plain language instrument is simpler and easier for employers and employees to understand than the Pharmacy Industry Award. The research also sought specific, actionable feedback about the plain language draft by highlighting the features of the plain language draft that participants liked (i.e. should be retained) and any features that require improvement. Feedback was also sought about how features could be improved in order to meet the plain language objectives.

To complement a key objective of the Pilot of ensuring that the plain language draft did not alter the legal effect of any award provisions, the user testing also considered if, and how interpretation of clauses in the plain language draft and the current award differed. The testing sought to identify any notable patterns across the employer and employee audiences in any cases where interpretation did differ.

1.3 Methodology

Research Design

To address the research objectives a mixed-method approach was adopted, including:

- One-on-one in-depth interviews conducted face-to-face with community pharmacy employers and employees; and
- Focus group discussions held separately with the employer and employee audiences.

The in-depth interview method was used as the primary data collection method. The one-on-one question and answer format was deemed to be best suited to need to obtain the detailed feedback and that interpretation of provisions would be very difficult and inappropriate to test in a peer discussion format. The interview methodology involved participants reading through award provisions and then providing responses to general and probing questions based on their interpretation of the stimulus materials presented.

Focus groups were included in the research design to canvass a range of more general topics that were suited to a peer-discussion format that encourages free-flowing ideas and opinions as well as to enable exploration of key themes that emerged from the in-depth interviews in a discussion format.

Stimulus material

A key component of the research design was extensive use of stimulus materials during the interview and focus group sessions as well as pre-interview and pre-focus group tasks.

The stimulus material did not refer to 'plain language' but rather these provisions were labelled 're-draft' to try to minimise the risk of positive bias toward the plain language re-draft. It was considered inappropriate to not identify the current award as it is the legally enforceable instrument and we wanted to avoid confusing participants about this issue particularly as we were sending some clauses to participants as part of the pre-session tasks.

Interviews

Commission staff developed the stimulus materials for the interviews by presenting provisions from the current award and the plain language draft side-by-side to allow for easy comparison. The draft Part A (award-specific) clauses that had been revised to take account of feedback received through stakeholder consultation in late-2015 were divided up into 26 comparison tables (as displayed in Appendix 1). Guidance was provided on the relative priority of the provisions with consideration to feedback received from stakeholders during the Commission's consultation processes and issues that had arisen during the initial and subsequent re-drafting process. Guidance was also provided in relation to which provisions would be suitable and unsuitable for various participant characteristics (e.g. part-time and casual employment) based on the information gathered about participants during the recruitment phase.

A pre-interview task was provided to participants following recruitment. Participants were instructed to complete the task prior to the scheduled session. The task included reviewing up to 3 provisions (current award and the plain language draft) and responding to a series of questions about what they liked and disliked about the 'redraft' and what elements of the current award they preferred. The task was designed to help participants prepare for the interview and understand the nature of material being tested. It also ensured that feedback was collected from most participants about high priority provisions.

Stimulus materials used extensively within the interviews consisted of laminated, A3 booklets presenting side-by-side comparison tables of the current award and the plain language draft

Focus groups

As one of the objectives of the focus groups was to explore the themes that emerged during the interviews, the stimulus materials sent to participants as the 'pre-focus group' task comprised two versions of plain language draft clauses. The two versions aimed to draw out discussion about features of the plain language draft that some interview participants had criticised such as presentation of cross-references. The pre-focus group task included 'scenario-based' questions that were designed to encourage participants to engage with the stimulus material ahead of the session to minimise time needed during the session for participants to read.

Other stimulus materials used during the focus group and in the pre-focus group task presented the full structure of the current award and the plain language draft (i.e. the table of contents), including the Part B clauses that had been redrafted for the Commission in March 2016 by the time the sessions were conducted. The focus groups were identified as a valuable opportunity to gather some more general perceptions about the accessibility of the plain language draft and how confident users were about finding information they would need to complement the feedback gathered about how the provisions had been redrafted. Further stimulus material was presented during the sessions to reveal some of the subclauses and provisions.

Research Recruitment

The Pharmacy Guild of Australia (Pharmacy Guild) kindly provided Wallis with access to lists of community pharmacies in Victoria and New South Wales. These lists were used as the basis of recruitment of both employers and employees for the project.

Ahead of the research, the Pharmacy Guild distributed a flier to its membership in New South Wales and Victoria in late-January 2016 informing them of the research and inviting them to express interest directly to Wallis. These expressions of interest were followed up when recruitment for the face-to-face interviews commenced.

Wallis' in-house recruiting team undertook the recruitment for both interviews and the focus groups using a carefully constructed Computer-Assisted Telephone Interviewing (CATI) script. The script ensured that potential participants were in scope for the research (i.e. covered by the Pharmacy Industry Award). It also ensured a broad mix of characteristics across the employer and employee populations, including:

- higher (e.g. looked at award in past 6 months, does own research) and lower (e.g. never looked at the award or not in past 12 months) engagement with the Pharmacy Industry Award;
- mix of pay-setting methods: award used as a guide or base (award-based), paying exact minimum rate specified in the award (award-reliant);
- all classifications: e.g. pharmacy assistants (levels 1-4), students, interns, pharmacists) and employing various classifications;
- those paying and receiving a junior rate (i.e. pharmacy assistant's aged under 21 years);
- mix of employment types: full-time, part-time and casual;
- some businesses operating outside ordinary hours (i.e. midnight to 7am); and
- some compounding pharmacies.

In the first instance, calls were made to businesses to recruit employers. Recruited employers were informed that Wallis was also seeking feedback from employees and would appreciate speaking with an employee from the business who was covered by the award. Once permission had been gained, the call was either passed onto the employee, or the employer provided the employee's contact details for Wallis to attempt recruitment. This meant that Wallis sometimes recruited an employee participant from the same community pharmacy as an employer participant. Later in the fieldwork period, when specific characteristics were required of the participating employees, Wallis called community pharmacies with the sole intent of recruiting specific categories of employees (e.g. casuals, students) without attempting to recruit an employer participant.

Two participants were recruited after they contacted Wallis to volunteer in response to the flier distributed by the Pharmacy Guild: one employer and one employee participant. A number of 'volunteers' for the research also got in touch with Wallis after receiving the flier, but were outside the geographic areas where fieldwork was being conducted. These volunteers were given the option to respond via email and follow-up telephone call, with one employer taking up this option.

Once participants had been recruited, participants were mailed a confirmation of the time, date and location and a task to complete prior to the interview/focus group.

Face-to-face interviews

The primary research methodology employed was a series of one-on-one interviews with employers and employees from community pharmacies within Victoria and New South Wales. Interviews were conducted across both metropolitan areas (Sydney and Melbourne) and regional areas (Greater Geelong and Newcastle). The following table shows the distribution of interviews across geographic areas and across the employer and employee audiences.

Figure 1 In-depth interviews

Location:	Employers	Employees
Victoria		
Melbourne	8	7
Greater Geelong	3	4
New South wales		
Sydney	5	5
Newcastle	2	2
Total	18	18

Interviews were undertaken at a location of the participant's choosing. This was most often on-site at a pharmacy, or sometimes at a nearby location such as a café. The interviews took approximately 45 minutes, and participants were compensated for their time.

The interviews were undertaken during the period from 22 February to 29 March 2016.

Several community pharmacies made enquiries to Wallis about participating in the research and registered their interest. Most of these enquiries were from community pharmacies located outside of the geographic areas planned for the face-to-face interviews. The individuals were followed-up and given the opportunity to complete the pre-interview task and then participate in a telephone interview.

One pharmacist from regional Victoria took up this option. Contributions from this interview were incorporated into the wider analysis.

Conduct of the interviews

The main goal of the interviews was to encourage participants to compare provisions from the current award and the plain language draft side-by-side.

To prepare for the interviews, participants were posted a 'pre-interview task', which contained three of the five clauses of the Pharmacy Industry Award and the plain language draft that were selected by the Commission for the task. The participants were required to compare the two versions and determine which was easier to understand overall. Clause-specific questions were also posed to determine their reactions to particular drafting elements.

During the interviews participants talked through their pre-interview task responses. Once the participant warmed to the type of task that was required, further clauses were presented with similar general and then specific questions being asked.

Overall, 26 comparison tables were tested across the 37 interview conducted. Due to the volume of material to be tested, not all 26 tables could be covered with each participant. Rather, participants were presented with clauses that were more relevant to them (based on information collected during the recruitment process) and the 'higher priority' provisions.

As somewhat 'iterative' approach was able to be adopted as the research progressed. Results from the early interviews were collated and analysed throughout the data collection process which allowed for adjustment of the materials for subsequent interviews. For some provisions, early results were unanimous, and 'saturation' in terms of new insights was quickly achieved. These provisions were then put on a lower rotation for later interviews. In contrast, provisions where there were mixed results were re-visited more frequently in later interviews with specific lines of probing designed to unpack the challenges that participants were having and generate a range of possible solutions. Furthermore, the focus groups were conducted after almost all of the interviews had been completed and so the design of the discussion guides for these drew heavily on the insights generated from the face-to-face interviews to test some of the possible solutions and preferences that had arisen from the interviews.

Focus Groups

A series of four focus groups were undertaken as part of the research. These consisted of an employer and an employee group in both Sydney and Melbourne. Groups were conducted on 22 March in Melbourne and 23 March in Sydney.

Figure 2 Focus groups

Location:	Employers	Employees
Melbourne	1	1
Sydney	1	1
Total	2	2

The focus groups aimed consider the overall structure of the current award and the plain language draft (including all Part A and Part B clauses) to generate feedback about whether participants felt they would be able to find the kind of information they sought out most frequently. Participants were asked to describe what kind of information/provisions they expected to find in each clause based on its name. Further information, including subclause headings and some provisions were revealed to participants to gauge reactions and generate discussion about more appropriate headings for various parts of the award and clauses.

Opinions were also sought about the grouping of clauses into parts and the sequence of parts and clauses.

Discussions about the structure of the plain language draft also led to discussion about how to make the award available to users (online) and the kinds of features they wanted and expected if they accessed it.

The focus groups also generated discussion about various ways that the plain language draft could present provisions. Two versions of two different clauses were presented in the pre-focus group task and during the sessions. These options had drawn on the feedback received through interviews about what participants had liked and disliked about the re-draft. Scenarios were used to help participants to engage with the provisions ahead of, and during, the session. Participants were encouraged to debate the benefits and limitations of different approaches and, where possible, reach a consensus view about the best option.

2.0 Feedback on the plain language draft

2.1 Overall reception

The overall reception to the plain language draft was very positive. Almost all participants, both employees and employers, preferred the plain language draft to the current award. The main reasons for preferring the plain language draft was the layout of award provisions (i.e. provisions were set out in 'list format') and greater use of tables. Participants also appreciated the plainer language approach, although these differences did not 'jump out' to participants to the extent that changes to the layout did. These aspects are explored further in subsequent sections of the report and summarised below.

The users who expressed the greatest enthusiasm for the plain language draft described how they would 'dip into' the award only very occasionally (especially employees) and that they had generally stumbled across the award through an online search engine. These participants explained that they do not necessarily expect the award to be presented in a format that has been optimised for use by a 'lay person', but were particularly impressed and optimistic about this initiative.

A small minority preferred the current version of the award. These participants tended to be experienced employers who had some existing familiarity with the award. The main concern amongst this group was that the 'list format' favoured by most participants had made the provisions appear more extensive or '*legalistic*' than the current award.

The group of award users who were less enthusiastic about the plain language draft did not actually struggle with understanding the provisions. Rather, they simply preferred the familiar format of the existing document and to them many provisions in the current award were 'simpler' than the plain language draft. These perspectives often revealed how uncomfortable some users are with the complexity of award provisions and the extent of obligations. Although not systematically probed through the user testing process, some participants acknowledged that their understanding of some award provisions was limited and may have been incorrect having had the opportunity to review the plain language draft. It was revealed through several interviews that the plain language draft format could be quite confronting for users by more clearly laying out the extent of obligations and requirements that could be easily overlooked when presented in paragraph format/large blocks of text.

Nevertheless, the needs and preferences of this group are important to consider. The criticism shared through the user testing can generate practical changes to the way that provisions are constructed and the information is presented in the plain language draft that should be beneficial to a broad range of users. These insights could also be helpful for developing communications for employers and employees about the re-draft and the benefits of the plain language approach. Such strategies might, for example, explain the need to bring the award to a wider audience of users and emphasise the advantages of the plain language style for understanding obligations and entitlements.

2.2 Structure of the plain language draft

The overall structure of the plain language draft was tested during the focus group sessions. Participants were provided with the table of contents for both the current award and the plain language draft and were asked to compare and contrast the versions and provide feedback. Probing questions were also asked about what information they expected to be covered in the various sections/clauses to test whether the headings were effective signposts for the various provisions.

Across all groups, the structure of the plain language draft was preferred. The chief reason for this was that the plain language draft had a more logical 'flow'. Participants were happy to see 'types of employment' and 'hours of work' moved (relatively) higher up the document, as these were viewed to be fundamental or important sections. Similarly, respondents were generally welcoming of the greater prominence given to overtime and penalty rates (Part 5 in the plain language draft). The presence of 'wages' as the first component of 'Part 4 – Wages and Allowances' was also viewed as a positive, relative to its position after classifications in the current award 'Part 4—Classifications and Wage Rates'.

On the other hand, participants welcomed the moving of 'consultation and dispute resolution' towards the end of the document. For many participants, employees in particular, this section was a 'bad news' section which they expected/hoped never to have to consult.

Participants were also positive about the generally shorter 'parts' in the plain language draft. That is, the smaller number of clauses under each part. This was felt to give the document a snappier feel, and participants felt that they would more quickly be able to identify the clause they needed to access.

An area where participants generally felt that this hadn't gone far enough was Part 6 of the plain language draft. This part contained nine clauses and participants often noted that this seemed like too many. Many commented that there seemed to be a natural delineation where the termination and redundancy clauses might usefully be split off to form a 'termination'-themed part at the end of the award.

In addition, it was a common theme throughout the user testing that awareness of the National Employment Standards (NES) was very low among both employees and employers. So, while grouping provisions in the award on the basis of their relationship/interaction with the NES might work from a content perspective, this generally made no sense to the research participants.

When quizzed directly about the heading signifying the 'Classifications' clause (Clause 8), most group participants thought that this section would contain the definitions of the various job classifications, and the levels within each, rather than detail on the process of classification. No clear consensus emerged in terms of what a better approach would be. Participants struggled to articulate what a better label might be, but it seems likely that one that suggests the action/process of classification (e.g. classifying) would be better. A small number of participants noted that they would prefer the Classification Definitions (currently in Schedule A) to be located within the body of the award.

When presented with the structure of the two versions, some focus group participants were puzzled about the types of information that would be contained in Part 1. This was the case across both the current award and the plain language draft. In particular, clause 6 of the plain language draft, 'facilitative provisions', was widely identified as unclear. Participants could not guess what type of information this clause would contain. Nevertheless, participants did not appear overly concerned. Instead, their attention tended to turn to the (perceived) more immediately relevant parts and clauses. It would appear that a more explicit heading than 'Application and Operation' and more explicit clause headings would be helpful in drawing attention to this part of the award.

On multiple occasions, employers and employees were asked to provide feedback on clauses which turned out to be directly relevant to their situations, but which they were unaware of. For example, an employee undertaking an interview was unfamiliar with the provisions regarding taking time off instead of overtime payment, and that this time off should equate to the overtime rate (clause 26.3(c) of the current award). In another example, a number of focus group participants were unaware of the employee entitlement to meal allowances. It would appear that better structuring of the re-draft, and clearer headings would make it less likely for such oversights/omissions to occur.

2.3 Layout of provisions - list format

The plain language draft contains much greater use of a hierarchy format to break up long, complex provisions. The plain language draft makes use of:

- Parts (e.g. **Part 3— Hours of Work**)
- Clauses (e.g. **7. Types of employment**)
- Subclauses (e.g. **7.1**)
- Paragraphs (e.g. **7.1(a)**)
- Subparagraphs (e.g. **7.1(a)(i)**)

For most participants, breaking up dense text by making use of the 'list' format was a considerable improvement. It was generally the first positive feature that was commented upon when comparing the plain language draft with the current award. Splitting out dense pieces of text into more discrete pieces of information was the chief advantage of this approach because it presented the provisions in a way that participants wanted to absorb the information.

This approach allowed users to scan through the content and make a series of judgements ('ticking off' each item as they went), to determine whether a provision applied to them or was what they were seeking. This approach was also felt to aid understanding. Interpreting the current award often required them to simultaneously hold multiple pieces of information in their head to digest a longer, more complex sentence or paragraph.

The use of this format also allowed participants to 'skim' the clauses to quickly find a key word (e.g. casual, Sunday). This approach gives them the option to quickly determine whether the content applies to them. This approach to scanning and finding relevant information was identified by some participants as closer to the way they generally absorb information from other sources.

As mentioned above, splitting up existing provisions into a series of more easily distinguishable paragraphs or subparagraphs was resisted by a minority of participants. This was particularly the case where the resulting 'list' was greater than about four items. This feedback reflects just how detailed the information contained in the award is and resulted in some immediate reactions that the plain language draft looked 'legalistic' or more complex than the current award.

Interestingly, the layout used in the plain language draft did appear to enhance the interpretation of some provisions among some participants. This tended to arise when participants realised the full extent of their obligations, which were unmistakable due to being itemised. By contrast, participants tended to scan the paragraph text within the existing award and assume that they had taken it in, which, as their subsequent responses revealed, may not have been the case.

Some of the participants who initially did not prefer the plain language draft on the grounds that the long lists were 'complex' or 'legalistic' came to change their minds throughout the interviews as they became more familiar and comfortable with the task. After getting past the initial resistance to the list format, which takes up more space on the page than a block of text in the current award, these participants came to appreciate the plain language format, particularly that it enabled easy scanning of the text and it was not as complex as first feared.

The range of reactions from the user testing suggests that resistance to the plain language draft on these grounds needs to be considered in any further re-drafting activities. In addition, careful communication could help to mitigate or overcome this resistance to reassure users that once they become familiar with absorbing the information in this format, it is easier to understand. In addition, participants referred to the layout features as 'list format' or 'dot points'. In communicating any future changes to the layout of award

provisions, the Commission could be mindful to explain the changes using common terms to describe the hierarchy wherever possible.

The more detailed clause-by-clause feedback contained in the appendix could generate some useful amendments to the way that lists are presented to mitigate the initial resistance that some users may have to the plain language layout. Amendments could include avoiding long lists of subparagraphs and avoid alternating between paragraphs and subparagraphs as much as possible.

2.4 Tables

The greater use of tables, and table-based formats, was overwhelmingly preferred by research participants. Almost all identified that they would prefer to access information in this format. Similarly to the comments on the list-based format, some participants explained that this is a format that modern consumers of information are very comfortable with.

Across the various tables that were tested, some common suggestions were the labelling of the columns as 'Column 1', 'Column 2' was not helpful and perhaps unnecessary. In such cases it was generally felt that the descriptive titles were perfectly adequate, and that these would make for more meaningful references when the columns were cross referenced within the instrument. This point also holds more generally; participants were often keen for tables to have fewer lead-in/descriptor words and for the table format to have a cleaner/sharper look.

Some participants believed that further work could be done to improve or 'freshen up' the tables. Common suggestions included use of bolding or shading to draw attention to important or more broadly applicable rows or columns (e.g. the 'adult' rate of pay, or the 'ordinary hours' rate), or using alternating shaded rows (or columns) to aid readers scanning across (or down) to find relevant figures.

2.5 Cross references

Cross references remain a challenge in plain language drafting the award for improved accessibility. While most participants conceded that cross-referencing was necessary and suited the way that they want to access information (i.e. dip into the award to find relevant information rather than reading it from beginning to end), few were entirely happy when they encountered cross-references during testing. The need to search for another piece of information in the instrument in order to understand how the provision of interest operated was considered burdensome by most. Testing the document clause-by-clause led some participants to explain that they would like all relevant information to be included within clause/provisions, whilst most conceded that this approach would make the instrument too long and unwieldy.

The plain language draft generally just contained the relevant clause number when cross-referencing other clauses (e.g. *'for each additional hour worked, the employee must be paid in accordance with clause 12'*). The testing probed whether labels or brief descriptions of what the cross referenced provisions were would be helpful. Reactions to this were mixed. Some participants felt that these additions would be helpful, while others were concerned that it could interrupt the flow of the text too much.

One advantage of labelling the cross references was to help users determine whether consultation of the cross reference was required. A simple label (e.g. 'Casual employment') or brief description of up to four words might be enough to flag to a reader that either the cross referenced provision does not apply to their situation or that it relates to a provision that they are already familiar with and so it was not necessary to look it up.

During the testing, some participants balked at particular cross references, particularly when they were down to the subparagraph level (e.g. 7.1(a)(i)). Participants indicated there would be ‘no way’ they would look up such an obscure, complex looking reference even where the cross reference was just above the text they were reading. Despite the fact that the participant had just read the cross referenced text, how the reference was presented to the reader was found to be of critical importance to whether they would look it up. For example, a reference to 14.1(a)(ii) contained in 14.1(a)(iii) of the plain language draft was widely disliked and participants indicated that they did not want to understand what it was because it appeared overly technical and ‘too hard’. Resistance may be reduced or overcome if sign-posting can be employed (e.g. ‘as above’) or an abbreviated reference (e.g. (a)(ii)) rather than the full label).

For a small number of participants, cross references to other clauses could undermine their confidence and cause them to question if their understanding was correct or query if, and how, the provisions of the reference could annul or modify the clause. Some participants found this experience a little disheartening, especially when a cross referenced provision appeared at the end of a long list that required careful consideration to understand how it should operate. Some participants explained that these kinds of cross-referenced provisions were concerning because they are wary of misinterpreting their obligations. It was sometimes difficult to appreciate how the various provisions within the award interact, especially in the user testing environment where they were reviewing each clause separately in a paper-based format. Participants suggested that a note above the provision or some kind of hint tool (in an online format) that said something along the lines of ‘*This clause does not apply if...*’ would be reassuring to them and could help them understand how one rule (provision) relates to another.

2.6 Construction of provisions and language

While the language used to express the obligations and entitlements has been changed substantially in the plain language draft, it did not immediately ‘jump-out’ to participants to the same extent as the changes to the overall format. Nevertheless, most participants appreciated the overall plainer language and it undoubtedly made the plain language version simpler and easier to understand for the participants, notwithstanding that the award is necessarily complex, and detailed in parts. They also appreciated the improved construction of provisions as reflected in their feedback about the ‘layout’, although they could not necessarily pinpoint what features made the plain language draft preferable.

Participants generally had trouble explaining which changes or differences in particular made the provisions in the plain language draft easier to understand. Many could only offer observations such as ‘*it’s just easier to understand*’. As a result, the overall research findings are relatively limited in terms of overarching insights about language/expressions and how sentences are framed. The specific feedback in Appendix 1 reveals some minor amendments that could improve the current draft or be carried forward to any further re-drafting.

Despite the inability of many to explain the specific features of the plain language draft that they preferred there were a number of specific improvements that were more readily identifiable. Participants tended to like changes where the meaning of the clause was made stronger and appreciated this ‘black and white’ approach to the way that obligations were expressed. For example, the plain language draft adopted ‘must’ for a number of provisions (e.g. 14.3: ‘*An employer must reimburse...*’, and 8.1: ‘*An employer must classify and employee...*’). The use of ‘must’ was preferred as the effect of the provision was clearer than expressions used in the current award such as ‘*an employer will*’. Similarly, provisions expressed in the ‘active voice’ in the plain language draft appeared to help participants by providing greater confidence in their interpretation of an entitlement or obligation than the ‘passive voice’ style.

One aspect of the plain language draft that participants struggled with was the use of ‘and’ and ‘or’ as the only signpost for whether a long list of paragraphs or subparagraphs were cumulative (all needed to be checked off), or exclusive (only one option from the list need apply). Participants particularly found it confusing when alternating between a list that was cumulative and then one that was exclusive (or vice versa) within one clause/provision. Some suggested improvements included bolding these conjunctions or

presenting them on a separate line so that they were more obvious. A more practical solution could be to amend the lead-in text to make it easier to distinguish that a list is cumulative or exclusive rather than relying on the reader to notice the conjunctions and appreciate their operation.

2.7 Interpretation of provisions

Very few differences in interpretation between the current award and the plain language draft were observed from the research. Further, there were few differences in how employer and employee audiences interpreted what a provision entitled or obliged although noting that participants would typically explain it from their perspective (i.e. 'that means I have to ...', 'than means I can ...'). There were no observable differences in ability to interpret provisions in the plain language draft between or across the employer and employee audiences. Indeed, it appeared that willingness to commit time and clear thought to the task of how a provision applied was the chief determinant in a participant's ability to successfully interpret the material being tested.

3.0 Potential users of the plain language draft

The research deliberately included employers and employees from a range of backgrounds: e.g. different levels of prior engagement with the award, different types of pharmacy, and differing employment types and classifications. However, there was one key dichotomy among users, which tended to transcend these other groups: this was the **willingness to engage with the award** in order to seek solutions to queries.

Most participants exhibited a willingness to engage with the award to some extent, including those who had not consulted it previously. This is unsurprising given their willingness to participate in the research. All participants believed that the award can be complex. Further, most participants felt that they could eventually find the information they needed and come to an interpretation of the award provisions that was fair or correct, either using the current award or the plain language draft.

For most participants in the research, the key benefit of the plain language draft was that it simply made this process easier, especially for less-experienced and time-poor users of the award. However, there was a minority of participants for which *it was all just too hard*. These participants tended to get overwhelmed by the complexity of the award (both versions tested) and decide that they could not possibly engage with it. This was exacerbated by the use of paper-based stimulus materials and testing each clause separately.

The key insight from this is that there is likely to be a segment of employers and employees covered by the award who will remain unwilling to engage directly with it regardless of any improvements. These participants indicated that they would continue to rely solely on the a paid advocate (e.g. the Pharmacy Guild) for guidance on employment matters.

It is unclear what determines an unwillingness to engage. There was no evidence that this arose through lower aptitude (very experienced, and presumably capable pharmacists exhibited this trait), nor was it explained by a participants' English language proficiency because participants whose first language was not English appeared no more likely to express this view. Rather, it appears to be largely driven by time pressures faced by busy business owners coupled with a lack of desire to be self-informed (such as not highly valuing an ability to solve a problem themselves) and a general lack of interest in employment-related matters and preferring to dedicate their time to other tasks and interests of equal or greater importance.

Despite this segment that will prove very difficult to engage, the plain language approach appears to have the greatest potential to increase engagement with a broad range of employers and employees who are willing to make the effort to inform themselves. The benefits of improving accessibility of the award through making it simpler and easier to understand may have varying degrees of impact among employers and employees, with the advantages being more muted among employers.

The main differences between the willingness of employers and employees to rely on their own interpretation of the award is that employers believe that they 'have more to lose' by a misinterpretation of the award, even with the best of intentions. As a result, they tend to be more risk-averse, and will defer to external guidance (such as through the Pharmacy Guild) when doubt emerges. Throughout the research, a recurring theme was that even when employers felt confident that they understood a provision and what their obligations were, when any serious doubt emerged and they could foresee a significant risk to misinterpretation, it was safer to check (e.g. with the Pharmacy Guild) to ensure that they were taking the correct course of action. That is, while most employers expressed a willingness to seek out the information for themselves and felt much more confident to rely on a plain language version than the current award, if they were unsure about how a provision would apply to their circumstance, they would likely seek reassurance from a paid advocate. This theme certainly tempered the enthusiasm of this group for the benefits of the plain language draft.

In contrast, the perceived improvements to the plain language draft were felt particularly strongly among employees who had only accessed the award briefly in the past. The improvements reflected in the plain

language draft, especially to layout/formatting made the award much more accessible for these occasional users and they expressed enthusiasm for the initiative.

A characteristic common to almost all users of the award, is that they will 'dip in' and 'dip out' in response to enquiries of a very specific nature. Once the (seemingly) relevant information is identified, users tend not to read further or more deeply. As a result, there tend to be certain 'high traffic' sections of the award. These include minimum wages, hours of work and overtime provisions. However, relevant provisions that lay outside of these common queries can easily be missed, as was evidenced by both employee and employer participants in the research. This tendency of users to be very specific in their search and consumption of award information points to the importance of intuitive structuring and clear labelling of award provisions.

A final consideration in terms of accessibility is the employers and employees whose first language is not English, and whose proficiency may not be as strong as other users. Some participants noted that many employers and employees within the community pharmacy industry had lower levels of written English proficiency. Overall, it was felt that the plain language draft would be likely to cater better to such individuals, with the use of short sentences in the list format being particularly helpful. Translation to other languages and information about where individuals could seek assistance if they were having trouble understanding the award would be advantageous.

4.0 Displaying the award as an 'Online / Interactive Document'

Many participants who had accessed the award had done so online (i.e. the consolidated version published by the administrative arm of the Commission). Those who had also indicated that they would continue to do so for any further use of the award. This was especially the case for employees, who almost universally reported 'googling the award' and accessing it through the Fair Work (Commission) site. As a result, there is an opportunity to improve access to the award by making use of online-format (i.e. html) features and capabilities that are not available through paper-based or PDF/Word formats.

Participants identified features or improvements to the award that could be available if the award was accessible online, often without prompting. These were offered in the context of challenges they were experiencing using the paper-based stimulus materials. Some common suggestions are described below.

- Cross-referencing was frequently identified as a challenging aspect of engaging with the award. The use of hyperlinks in such circumstances offers a much more palatable option to move between relevant sections of the award. Many participants indicated that their aversion to cross-referencing within the award would be overcome through easy access, adding that a mechanism to easily move back after following a link was very important to avoid 'getting lost' or losing track of their primary reason for consulting the award.
- Similar to the hyperlink suggestions, giving the reader some control over the level of detail about provisions could make the award easier to use. Clicking a link to expand/display additional information or the related provisions (without having to move to another page/window) would be beneficial for the user. However, this suggestion may not be practical to apply within a clause/provision where a cross-reference provision is extensive. It may be more relevant to how the navigation displays sections (i.e. Parts and Clauses) of the award.
- 'Hover text', or 'mouseover', where a brief text box appears when the mouse hovers over a word/expression or cross-reference was also identified as a way to improve accessibility and overcome cross-referencing challenges. Hover text could be used in this way to display definitions (where the definition is brief enough to be used in this way), which may negate the need to follow a reference to the definitions schedule.
- Some participants also highlighted that a well-designed menu, or series of 'tabs' would improve accessibility in an online format. Many participants were also aware that the version of the award on the Commission's website already does incorporate a menu function.
- The web-optimised format could also make use of graphic design principles that would aid in presentation of information and make it more widely appealing. Suggestions in this area included:
 - Attractively designed tables, featuring shading to more quickly draw the reader's eye to key information; and
 - Use of colour to denote sections, or particular concepts.
- Effective search functions within the Commission's website, within the instrument/web pages or directly from a search engine are very important. Ideally, users wanted to be able to 'google' the provisions or the question they had and for the first search result to take them directly to the applicable clause. Having a similarly effective search function on the Commission's website was considered to be very appealing.

Although not a key objective of the research, the user-testing highlighted many advantages to making the award available in the online format that could optimise the plain language drafting initiative.

5.0 Conclusions

The overall reception to the plain language draft was very positive. It was more universally positive among employee than employer participants. This is likely related to the differing needs of the audiences. Employees would only occasionally dip into the award to check something with few, if any, ramifications from misunderstanding a provision. Whereas, an employer would 'have more to lose' by misinterpreting an award provision and so their enthusiasm for the plain language was somewhat muted compared to the employee audience.

Both employer and employee participants offered useful suggestions around access to the award and displayed similar preferences for accessing the award online.

Any further testing of the plain language draft could benefit from a greater focus on the employer audience who generally displayed a more considered and critical approach to the testing process.

Appendix 1

Detailed findings of the Part A clauses tested

This appendix contains feedback from parties about preferences for the plain language draft or elements of the current award for the 26 comparative tables presented to interview participants. Suggested improvements are also noted throughout. The suggested improvements reflect the ideas of participants and do not take account of whether they would be suitable in relation to the objective of the Pilot to avoid changing the legal effect of provisions.

The comparative tables presented to interview participants were:

Coverage

Coverage: multiple award coverage

Types of employment

Types of employment: Part-time employment

Types of employment: Part-time employment: rosters

Types of employment: Part-time employment: additional hours as casual hours

Types of employment: Casual employment

Types of employment: moving between types of employment

Classifications

Ordinary hours of work

Rostering

Breaks

Wages

Wages: junior rates

Wages: wages for Pharmacy Students

Wages: payment of wages

Annual salary for pharmacists

Allowances: meal allowance

Allowances: clothing allowance

Allowances (other allowances)

Overtime: reasonable overtime

Overtime

Overtime: time off instead of payment

Penalty rates

Schedule A—Classification definitions

Schedule G—Definitions

Note: clause **1—Title** and clause **2—Definitions** of the plain language draft were not tested.

Note: the language used to present the feedback in the appendix generally reflects the language used by participants. For example, when participants were describing the layout of the clauses they often referred to the three level hierarchy (subclauses/numbers, paragraphs/letters, and subparagraphs/roman numerals) as 'dot points/bullet points/point form'.

Coverage

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>4. Coverage</p> <p>4.1 This award covers employers throughout Australia in the community pharmacy industry, and their employees in the classifications listed in clause 16—Classifications of this award to the exclusion of any other modern award. The award does not cover employment in a pharmacy owned by a hospital or other public institution, or operated by government, where their goods or services are not sold by retail to the general public.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p>	<p>4. Coverage</p> <p>4.1 In this award:</p> <p>community pharmacy means a business that:</p> <p>(a) is established wholly or partly for compounding or dispensing prescriptions or selling medicines or drugs; and</p> <p>(b) is conducted on premises from which other goods may be sold by retail; and</p> <p>(c) is not:</p> <p>(i) owned by a hospital or other public institution or operated by government; and</p> <p>(ii) conducted on premises from which medicines or drugs are not sold by retail; and</p> <p>(d) if required to be registered under legislation for the regulation of pharmacies in force in the place in which the premises on which the business is conducted are located, is so registered.</p> <p>4.2 This award covers, to the exclusion of any other modern award:</p> <p>(a) employers in the community pharmacy industry throughout Australia; and</p> <p>(b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in clause 4.2(a).</p> <p>4.3 This award also covers:</p> <p>(a) on-hire employees working in the community pharmacy industry (with a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and</p> <p>(b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the community pharmacy industry (with a classification defined in Schedule A—Classification Definitions) and the group training</p> <p>4.4 However, this award does not cover:</p> <p>(a) employees excluded from award coverage by the Act; or</p> <p>NOTE: See section 143(7) of the Act.</p> <p>(b) employees covered by a modern enterprise award or an enterprise instrument; or</p> <p>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or</p> <p>(d) employers of employees mentioned in clause 4.4(a), (b) or (c).</p>	<p>There was a preference for the re-draft largely due to layout and use of ‘dot points’ which was well received by most participants.</p> <p>It was considered helpful to include what a community pharmacy is not. However:</p> <ul style="list-style-type: none"> 4.1 (c)(ii) “<i>not sold by retail</i>” was not understood and confused some participants. The phrase was considered by some to be a double negative when read in conjunction with “<i>is not</i>”. 4.1 (d) requires re-work as generally considered to be wordy, a long sentence, and not well understood. Participants were uncertain if this is NOT a community pharmacy or if it IS. <p>Suggested improvements included:</p> <ul style="list-style-type: none"> Rewording 4.1(c)(i) to “<i>sold as wholesale</i>”, or more explicitly list the non-retail possibilities. Section 4.1(d) could be moved and relabelled (c), with the ‘is not’ section falling below, so as to avoid the ‘is, is not, is’ sequence. Simplify 4.1 (b) e.g. “<i>can also sell other goods to the public</i>”.

Coverage: multiple award coverage

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p>	<p>4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award that is most appropriate to the work that they do and the industry in which they work.</p> <p>NOTE: An employee working in the community pharmacy industry who is not covered by this award may be covered by an award with occupational coverage.</p>	<p>Most participants felt that this clause did not apply to them, so engaging with the clause fully was somewhat difficult.</p> <p>There was confusion among participants, but this generally resulted from the unfamiliar concepts rather than the wording of the provisions themselves. There was uncertainty about the overall meaning and intention of this clause, with participants asking questions such as:</p> <ul style="list-style-type: none"> - <i>Does it cover delivery staff?</i> - <i>Does it mean you could be covered by the shop assistants award?</i> - <i>Does it mean coverage closest to the work they are performing?</i> <p>Across both versions there was a lack of understanding of the term; ‘occupational coverage’.</p>

Types of employment

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>Part 3—Types of Employment and Classifications</p> <p>10. Employment categories</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employees; (b) part-time employees; or (c) casual employees. <p>10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> <p>11. Full-time employees</p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week.</p> <p>12. Part-time employees</p> <p>12.1 A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. 	<p>Part 2—Types of Employment and classifications</p> <p>7. Types of employment</p> <p>7.1 An employee covered by this award must be:</p> <ul style="list-style-type: none"> (a) a full-time employee; or (b) a part-time employee; or (c) a casual employee. <p>7.2 An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.</p> <p>7.3 An employee who is engaged to work for fewer ordinary hours than mentioned in clause 7.2 and whose hours of work are reasonably predictable is a part-time employee.</p> <p>7.4 An employee who is not covered by clause 7.2 or 7.3 may be engaged and paid as a casual employee.</p> <p>7.5 At the time of engaging an employee, the employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.</p>	<p>Re-draft version generally well-received and preferred by most.</p> <p>Definitions of full-time, part-time and casual were generally well-understood prior to reading the award and seen as mutually exclusive. Most described full-time as 38 hours, part-time as less than this on a regular basis or with permanent hours and casuals as ‘fill ins’ with irregular or unpredictable hours and no benefits, but receive a (25%) loading.</p> <p>Reading the provisions caused some to question their understanding; this appeared to be due to the term “<i>reasonably predictable</i>” (clause 7.3). Having predictable hours of work was generally NOT spontaneously used as a descriptor of part-time employment. It also caused some confusion (but only for a small number of participants): “<i>If your days of work or your hours vary and thus are less predictable do you become casual not part time?</i>”</p> <p>There was widespread mention that casuals do not have the same benefits in terms of holiday pay, sick pay and super, <i>although this is not explained in the provisions.</i></p> <p>Hours worked are well understood although some queried why 76 hours/fortnight was necessary – but accepted.</p> <p>7.5 Repetitive use of the word “<i>engaged</i>” mentioned by a few participants, but accepted overall.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Bolding the phrases “<i>a full time employee</i>”, “<i>a part time employee</i>”, “<i>a casual employee</i>” in 7.2, 7.3 and 7.4 respectively, or moving the definition to the front of each paragraph e.g. “<i>Full time employee: An employee who is engaged....</i>” • Rewording the part-time definition: “<i>Part-time employee: an employee who has predictable hours and works fewer than 38 hours a week</i>”.

Types of employment: Part-time employment

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p><i>cl 10.2 replicated here for comparative purposes</i></p> <p>10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> <p>12.2 At the time of engagement, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work;</p> <p>(c) the actual starting and finishing times of each day;</p> <p>(d) that any variation will be in writing;</p> <p>(e) that the minimum daily engagement is three hours;</p> <p>(f) all time worked in excess of agreed hours is paid at the overtime rate; and</p> <p>(g) the times of taking and the duration of meal breaks.</p>	<p>7.6 Part-time employment</p> <p>(a) Subject to this award, the pay and conditions on which a part-time employee is engaged must, proportionately, be the same as those of a full-time employee engaged to do the same kind of work.</p> <p>(b) At the time of engaging a part-time employee, the employer must agree in writing with the employee:</p> <p>(i) the number of hours to be worked each day; and</p> <p>(ii) the days of the week on which the employee will work; and</p> <p>(iii) the times at which the employee will start and finish work each day; and</p> <p>(iv) when meal breaks may be taken and their duration; and</p> <p>(v) that any variation agreed by them to anything previously agreed under clause 7.6(b)(i) to (iv) must be in writing.</p>	<p>There was no strong preference for either version with most participants finding the clauses to be very similar. However, the re-draft regarded as more strongly worded with the use of ‘must’ rather than ‘will’ which was well received.</p> <p>Clause 7.6 (b) understood to mean any agreement must be in writing; effectively the contract of employment.</p> <p>Most believed 7.6 (b)(v) to mean that any changes to conditions need to be in writing but found the clause could be confusing and unnecessarily complicated. Clause 12.2(d) was considered an easier way to say the same thing.</p> <p>Use of cross referencing in 7.6 (c) and 7.6 (d) generally disliked, but accepted as necessary for the hard copy format. Use of links and/or expanding content would be beneficial for accessing via online format.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> Modifying 7.6(v) to signpost that referenced clause is ‘above’, for example: “that any variation agreed by them to anything previously agreed under clause 7.6(b)(i) to (iv) ABOVE must be in writing.”
<p>12.9 Award entitlements</p> <p>A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal/carer’s leave and compassionate leave arising under the NES, or this award, on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p>	<p><i>cl 7.6 (a) replicated here for comparative purposes</i></p> <p>(a) Subject to this award, the pay and conditions on which a part-time employee is engaged must, proportionately, be the same as those of a full-time employee engaged to do the same kind of work.</p>	
<p>12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs. Any agreement to vary the agreed hours may also be either a permanent agreed variation to the pattern of work or may be a temporary agreed variation, e.g. a single shift or roster period. Such a variation will be agreed hours for the purposes of clause 12.2(f).</p> <p>12.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>12.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>12.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employment.</p> <p>12.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed</p>	<p>(c) An agreement under clause 7.6(b) must also provide that:</p> <p>(i) the minimum period for which the employee may be rostered to work on any shift is 3 consecutive hours; and</p> <p>(ii) for each ordinary hour worked, the employee must be paid in accordance with clause 12; and</p> <p>(iii) for each hour worked in excess of the number of ordinary hours agreed under clause 7.6(b) and 7.6(g), the employee must be paid at the overtime rate in accordance with clause 16.2.</p> <p>(d) The employer must keep a copy of any agreement or variation and give another copy to the employee.</p>	

Types of employment: Part-time employment: rosters

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>12.8 Rosters</p> <p>(a) A part-time employee’s roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee. The rostered hours of part-time employees may also be altered at any time by mutual agreement between the employer and the employee.</p> <p>(b) Rosters will not be changed from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p>	<p>(e) Subject to clause 7.6(f), the roster of a part-time employee, but not the number of hours agreed under 7.6(b), may be changed:</p> <p>(i) by the employer giving the employee 7 days, or in an emergency 48 hours, written notice of the change; or</p> <p>(ii) at any time by the employer and employee by mutual agreement.</p> <p>(f) The roster of a part-time employee must not be changed:</p> <p>(i) from pay period to pay period; or</p> <p>(ii) so as to avoid any award entitlement.</p>	<p>Overall the re-draft was preferred due to layout/bullet points, shorter sentences and the appearance of fewer words.</p> <p>The re-draft readily understood to mean the hours of part-time staff may be changed but not the number of hours worked:</p> <p><i>“You’re allowed to change the days of work and start and finish times but not the number of hours; can’t reduce their pay.”</i></p> <p><i>“You can change the roster but not the number of hours. You can change it if you give 7 days’ notice or in an emergency 48 written notice or if you both agree you can change it at any time.”</i></p>

Types of employment: Part-time employment: additional hours as casual hours

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>12.11 Additional hours as casual hours</p> <p>A part-time employee who has worked their agreed hours may agree to work additional hours which are not reasonably predictable up to the daily, weekly or fortnightly maximum ordinary hours of work provided by the award, as a casual employee and subject to the casual employee provisions of this award. Nothing in this clause prevents such agreement between the parties.</p>	<p>7.6 (part-time employment)</p> <p>(g) A part-time employee who has worked the number of hours agreed under clause 7.6(b) may agree to work additional hours that are not reasonably predictable on the terms applicable to hours worked by a casual employee. However, the total number of hours agreed under clause 7.6(b) and 7.6(g) must not exceed 12 on any day or 38 in a week (or 76 over 2 consecutive weeks).</p>	<p>This clause was generally considered relatively easy to understand, although the presentation of the re-draft clause was longer/denser than other clauses tested.</p> <p>There was no strong preference for either version.</p> <p>Those preferring the current version did so largely because the re-draft version contains a cross reference which is a potential source of complication/confusion.</p> <p>Those preferring the re-draft did so because the clause mentions the number of hours/days.</p>

Types of employment: Casual employment

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>13 Casual employment</p> <p>13.1 A casual employee is an employee engaged as such and who does not have an expectation or entitlement to reasonably predictable hours of work.</p> <p>13.2 A casual will be paid both the actual hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>13.3 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>13.4 The minimum daily engagement of a casual is three hours.</p>	<p>7.7 Casual employment</p> <p>(a) A casual employee does not have an entitlement to reasonably predictable hours of work.</p> <p>(b) The minimum number of hours for which a casual employee may be rostered to work on any day is 3.</p> <p>(c) An employer must pay a casual employee for each hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under column 3 of Table 2 (as modified, if the employee is under 21 years of age and classified as a pharmacy assistant, by clause 12.3).</p> <p>NOTE: Column 4 of Table 2 shows the minimum hourly rate for a casual employee inclusive of the 25% loading.</p> <p>(d) The pay period of a casual employee is as determined under clause 12.5.</p>	<p>There was no clear preference for either version overall, but where the current version was favoured over the plain language version this was because:</p> <ul style="list-style-type: none"> - Clause 7.7 (c) was considered overly complicated and wordy mainly because the explanation of those under 21 interrupts the flow and logic. - Too much information “column 3 of Table 2” and considered unnecessary. - Format/layout of the “NOTE” appears odd. It seems to be “added in” / “floating in the text” / “an afterthought”. <p>Throughout the interview employees and employers referred to the 25% loading for casuals. It was widely understood that 25% is paid as compensation for not having benefits such as holiday pay, super, sick leave, <i>although this is not explained in the provisions.</i></p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Removing references to column numbers. • Removing reference to employees under 21. • Possible re-wording: “An employer must pay a casual employee for each hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable. Refer to Table 2: Minimum Wages for Employees 21+” [Also see Clause 12 (Wages)].

Types of employment: moving between types of employment

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>12.10 Conversion of existing employees</p> <p>No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.</p>	<p>7.8 Moving between types of employment</p> <ul style="list-style-type: none"> (a) A full-time or casual employee can only become a part-time employee with the employee’s written consent. (b) Moving to part-time employment does not affect the continuity of any leave entitlements. (c) A full-time employee: <ul style="list-style-type: none"> (i) may request to be given part-time work; and (ii) may return to full-time employment at a date agreed in writing with the employer. 	<p>Re-draft layout was strongly preferred.</p> <p>This clause was considered to be relevant to all types of employees but examples were usually given regarding a full-time person requiring fewer hours or more flexibility and wanting part-time.</p> <p>The clause was considered by some to be too simple with no reference to changed conditions that would apply—what they would be benefiting or trading-off with the change.</p> <p>Feedback from the scenario:</p> <p>Some participants were presented with a scenario about what was required for a shift from full-time to part-time employment. All participants identified the need for a written agreement between the employer and the employee and that the employees’ leave entitlements won’t change. Overall, the re-draft was considered very easy to understand.</p>

Classifications

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>Part 4—Classifications and Wage Rates</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>8. Classifications</p> <p>8.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.</p> <p>8.2 The classification must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.</p> <p>8.3 Employers must notify employees in writing of their classification and of any change to it.</p>	<p>There was a clear preference for the re-draft due to layout, simplified language and the appearance of shorter sentences.</p> <p>Clause 8.1 <i>‘an employer must classify’</i> makes clearer the employer’s active role in the classification process, whereas clause 16.1 leaves this implied until later in the paragraph. This was viewed positively by employees in as much as the employer’s actions in undertaking classification must be in accordance with Schedule A.</p> <p>Clause 8.2 was considered to be simple and easy to understand</p> <p>Note about focus group participant feedback:</p> <p>Most participants assumed that the heading ‘classifications’ meant that the provisions would list each of the classifications and include the definitions of the various classifications (i.e. the provisions that are actually contained in Schedule A to the award).</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Adding a note referencing Schedule A (e.g. See: Schedule A for classifications and definitions) • Re-labelling to reflect that it is mainly concerned with the process of classification rather than the classifications.

Ordinary hours of work

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback				
<p>Part 5—Ordinary Hours of Work</p> <p>25. Hours of work</p> <p>25.1 This clause does not operate to limit, increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p> <p>25.2 Ordinary hours</p> <p>(a) Ordinary hours may be worked, within the following spread of hours:</p> <table border="0" data-bbox="192 724 831 819"> <thead> <tr> <th style="text-align: left;">Days</th> <th style="text-align: left;">Spread of Hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Sunday</td> <td>7.00 am – midnight</td> </tr> </tbody> </table> <p>(b) Hours of work on any day will be continuous, except for rest pauses and meal breaks and must not be more than 12 hours per day.</p>	Days	Spread of Hours	Monday to Sunday	7.00 am – midnight	<p>Part 3—Hours of Work</p> <p>9. Ordinary hours of work</p> <p>9.1 The ordinary hours of work for a full-time employee are as set out in clause 7.2.</p> <p>9.2 The ordinary hours of work for a part-time employee are as agreed under clause 7.6(b) and 7.6(g).</p> <p>9.3 Ordinary hours may be worked on any day between 7.00 am and midnight.</p> <p>9.4 Ordinary hours of work are continuous, except for rest breaks and meal breaks.</p> <p>9.5 The maximum number of ordinary hours that can be worked by a full-time or part-time employee on any day is 12.</p>	<p>Most feedback on this comparison table related to how and when to reference other clauses.</p> <p>Cross referencing in general was not well received, but participants conceded that it was necessary and may have been a bigger issue for them to overcome in a paper-based document that if they were looking at the award online. It was generally acknowledged that the award is used as a reference document and was not often or ever read from start to finish and so important information would be missed if no cross-referencing was used. Participants were pragmatic and thus would <i>tolerate</i> cross referencing and see it as necessity.</p> <p>Participants were in favour of further signposting. However, signposting should be as concise as possible to avoid adding complexity / number of words.</p> <p>Those who access the award online are more receptive to cross referencing if the online version contains a tab or hyperlink.</p> <p>Suggested improvements:</p>
Days	Spread of Hours					
Monday to Sunday	7.00 am – midnight					
<p>25.3 38 hour week rosters</p> <p>A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:</p> <p>(a) 38 hours in one week; or</p> <p>(b) 76 hours in two consecutive weeks.</p>	<p><i>cl 7.2 replicated here for comparative purposes</i></p> <p>7.2 An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.</p>	<ul style="list-style-type: none"> • Use a different font/bold when referring to another clause (would be particularly relevant for hard copy). • Including a label or brief description of what the other provision is or what it relates to is more helpful than not. 				

Rostering

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>25.4 Rostering—Permanent employees</p> <p>(a) The following roster requirements will apply to permanent employees:</p> <p>(i) Ordinary hours will be rostered so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days.</p> <p>(iii) Ordinary hours may not be rostered over more than five days in a week, provided that ordinary hours may be rostered on six days in one week where ordinary hours are rostered on no more than four days in the following week.</p> <p>(iv) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.</p> <p>(b) A requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer. The notice need not be given where the agreement terminates on an agreed date or at the end of an agreed period. For the avoidance of doubt this provision does not apply to part-time employees' agreed pattern of work under clause 12.2.</p> <p>(d) The rostering provision of clause 25.4(a)(iv) does not apply to a part-time employee whose agreed hours under clause 12.2(b) provides that the employee will work on either or both Saturday and Sunday each week and where the agreement provides that the employee will have at least two consecutive days off work each week.</p>	<p>10. Rostering arrangements—full-time and part-time employees</p> <p>10.1 The following rostering arrangements apply to full-time and part-time employees:</p> <p>(a) employees must be rostered to work ordinary hours in such a way that they have:</p> <p>(i) 2 consecutive days off each week; or</p> <p>(ii) 3 consecutive days off over a 2 consecutive weeks;</p> <p>(b) subject to clause 10.1(c), employees must not be rostered to work ordinary hours on more than 5 days in a week;</p> <p>(c) employees may be rostered to work ordinary hours on 6 days one week if they are rostered to work ordinary hours on no more than 4 days the following week;</p> <p>(d) employees must not be rostered to work (whether ordinary hours or overtime) on more than 6 consecutive days;</p> <p>(e) employees rostered to work (whether ordinary hours or overtime) on up to 3 Sundays in a 4 week cycle must be rostered to have 3 consecutive days off every 4 weeks, including a Saturday and Sunday.</p> <p>10.2 Clause 10.1(e) does not apply to a part-time employee who has agreed under clause 7.6 to work Saturday or Sunday (or both) each week and have at least 2 consecutive days off.</p> <p>10.3 Clause 10.1 is subject to any different arrangements agreed by the employer and employee at the written request of the employee.</p> <p>10.4 Different arrangements agreed under clause 10.3 must be recorded in the time and wages record.</p> <p>10.5 The employee may end an agreement under clause 10.3 at any time by giving the employer 4 weeks written notice.</p> <p>10.6 An agreement under clause 10.3 may provide that it ends on a particular day or at the end of a particular period.</p> <p>10.7 An employee cannot be required as a condition of employment to agree to an arrangement under clause 10.3.</p> <p>10.8 Nothing in clause 10.5 applies to an agreement under clause 7.6(b).</p>	<p>Overall, the re-draft layout was preferred due to overall fewer words; more appealing format; use of dot points.</p> <p>Whilst some participants referred to “permanent staff” the clause title makes it clear that this clause refers only to full- and part-time employees. It was generally understood that this clause sets out the conditions under which rostering of full-time and part-time employees operates; not casuals.</p> <p>Whilst accepted as not problematic, there appeared to be some difficulty around working out the meaning of:</p> <ul style="list-style-type: none"> • Clause 10.1 (e): <i>“ahhhh.... that means a long weekend every month?”</i> • Clause 10.8: <i>“You work hard to understand it all and this may negate your understanding.”</i> <p>Clause 10.8 was an example of where some participants became concerned about not adhering to the award as it would raise doubts and lead some to question their understanding of the related provisions.</p> <p>Feedback from the Scenario:</p> <p>A small number of participants were presented with a scenario whereby they needed to determine in what circumstances an employee can be rostered to work 6 consecutive days, with one day off, before working another 5 consecutive days 6 days-1 day off-5 days. Participants were generally able to determine that this pattern was outside of the prescribed arrangement, and therefore that it needed a written agreement, initiated by the employee: <i>It says no more than 4 days so they need a written agreement. I understand it – they need 2 days off or to put it in writing.</i></p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Using different / layman terminology such as fortnight rather than <i>“two consecutive weeks”</i>.

Breaks

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback								
<p>28. Breaks</p> <p>28.1 All employees working four or more hours on any day will be entitled to a 10 minute paid rest pause.</p> <p>28.2 All employees working more than five hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus a 10 minute paid rest pause.</p> <p>28.3 All employees working 7.6 or more hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus two 10 minute paid rest pauses.</p> <p>Provided that:</p> <p>(a) the meal breaks are to be taken after at least 2.5 hours and not later than five hours work:</p> <p>(b) the rest pauses are not to be taken in the first hour of work or in the first hour after the meal break.</p>	<p>11. Breaks</p> <p>11.1 This clause gives an employee an entitlement to meal breaks and rest breaks.</p> <p>11.2 An employee who works the number of hours on any one day specified in an item of column 1 of Table 1 is entitled to a break or breaks as specified in column 2.</p> <p>Table 1—Entitlements to meal and rest break(s)</p> <table border="1" data-bbox="1023 661 1715 1150"> <thead> <tr> <th data-bbox="1023 661 1380 724">Column 1 Hours worked</th> <th data-bbox="1380 661 1715 724">Column 2 Breaks</th> </tr> </thead> <tbody> <tr> <td data-bbox="1023 724 1380 835">4 or more but not more than 5</td> <td data-bbox="1380 724 1715 835">One 10 minute paid rest break</td> </tr> <tr> <td data-bbox="1023 835 1380 993">More than 5 but less than 7.6</td> <td data-bbox="1380 835 1715 993">One 10 minute paid rest break One 30 to 60 minute unpaid meal break</td> </tr> <tr> <td data-bbox="1023 993 1380 1150">7.6 or more</td> <td data-bbox="1380 993 1715 1150">Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break</td> </tr> </tbody> </table> <p>11.3 A meal break must be taken within the first 5 hours of work, but not before the first 2.5 hours.</p> <p>11.4 A rest break cannot be taken:</p> <p>(a) in the first hour of work; or</p> <p>(b) in the first hour of work after a meal break.</p>	Column 1 Hours worked	Column 2 Breaks	4 or more but not more than 5	One 10 minute paid rest break	More than 5 but less than 7.6	One 10 minute paid rest break One 30 to 60 minute unpaid meal break	7.6 or more	Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break	<p>The re-draft was marginally preferred over the current award. The main reasons for favouring the re-draft were:</p> <ul style="list-style-type: none"> the layout was generally considered to be less dense/more easily digestible; preference for tables over sentences; table presentations led to the perception that the calculation of breaks was simpler. <p>The clause was generally well-understood: “A meal break must be taken within 5 hrs but not before 2.5hours”. However, for some participants, the phrase in Column 1 of Table 1 “4 or more but not more than 5” was confusing, although this was not overwhelmingly identified.</p>
Column 1 Hours worked	Column 2 Breaks									
4 or more but not more than 5	One 10 minute paid rest break									
More than 5 but less than 7.6	One 10 minute paid rest break One 30 to 60 minute unpaid meal break									
7.6 or more	Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break									

Wages

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback																																																																																																												
<p>17. Minimum weekly wages</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Per week \$</th> </tr> </thead> <tbody> <tr> <td colspan="2">Pharmacy Assistants</td> </tr> <tr> <td>Level 1</td> <td>\$721.50</td> </tr> <tr> <td>Level 2</td> <td>\$738.70</td> </tr> <tr> <td>Level 3</td> <td>\$764.90</td> </tr> <tr> <td>Level 4</td> <td>\$796.30</td> </tr> <tr> <td colspan="2">Pharmacy Students</td> </tr> <tr> <td>1st year of course</td> <td>\$721.50</td> </tr> <tr> <td>2nd year of course</td> <td>\$738.70</td> </tr> <tr> <td>3rd year of course</td> <td>\$764.90</td> </tr> <tr> <td>4th year of course</td> <td>\$796.30</td> </tr> <tr> <td colspan="2">Pharmacy Interns</td> </tr> <tr> <td>First half of training</td> <td>\$806.80</td> </tr> <tr> <td>Second half of training</td> <td>\$834.40</td> </tr> <tr> <td>Pharmacist</td> <td>\$943.90</td> </tr> <tr> <td>Experienced Pharmacist</td> <td>\$1,033.80</td> </tr> <tr> <td>Pharmacist in Charge</td> <td>\$1,058.00</td> </tr> <tr> <td>Pharmacist Manager</td> <td>\$1,179.10</td> </tr> </tbody> </table>	Classifications	Per week \$	Pharmacy Assistants		Level 1	\$721.50	Level 2	\$738.70	Level 3	\$764.90	Level 4	\$796.30	Pharmacy Students		1st year of course	\$721.50	2nd year of course	\$738.70	3rd year of course	\$764.90	4th year of course	\$796.30	Pharmacy Interns		First half of training	\$806.80	Second half of training	\$834.40	Pharmacist	\$943.90	Experienced Pharmacist	\$1,033.80	Pharmacist in Charge	\$1,058.00	Pharmacist Manager	\$1,179.10	<p>Part 4—Wages and Allowances</p> <p>12. Wages</p> <p>12.1 An employer must pay an employee in accordance with Table 2 for ordinary hours worked by the employee:</p> <p>(a) for an adult full-time employee with a classification specified in column 1, wages at the minimum weekly rate specified opposite that classification in column 2; and</p> <p>(b) for an adult part-time employee with a classification specified in column 1, wages at the minimum hourly rate specified opposite that classification in column 3.</p> <p>Table 2—Minimum wages for adult employees</p> <table border="1"> <thead> <tr> <th>Column 1 Employee classification</th> <th>Column 2 Minimum weekly rate</th> <th>Column 3 Minimum hourly rate</th> <th>Column 4 Minimum casual hourly rate (inclusive of 25% casual loading)</th> </tr> </thead> <tbody> <tr> <td colspan="4">pharmacy assistant</td> </tr> <tr> <td>Level 1</td> <td>\$721.50</td> <td>\$18.99</td> <td>\$23.74</td> </tr> <tr> <td>Level 2</td> <td>\$738.70</td> <td>\$19.44</td> <td>\$24.30</td> </tr> <tr> <td>Level 3</td> <td>\$764.90</td> <td>\$20.13</td> <td>\$25.16</td> </tr> <tr> <td>Level 4</td> <td>\$796.30</td> <td>\$20.96</td> <td>\$26.20</td> </tr> <tr> <td colspan="4">pharmacy student</td> </tr> <tr> <td>1st year of course</td> <td>\$721.50</td> <td>\$18.99</td> <td>\$23.74</td> </tr> <tr> <td>2nd year of course</td> <td>\$738.70</td> <td>\$19.44</td> <td>\$24.30</td> </tr> <tr> <td>3rd year of course</td> <td>\$764.90</td> <td>\$20.13</td> <td>\$25.16</td> </tr> <tr> <td>4th year of course</td> <td>\$796.30</td> <td>\$20.96</td> <td>\$26.20</td> </tr> <tr> <td colspan="4">pharmacy intern</td> </tr> <tr> <td>1st half of training</td> <td>\$806.80</td> <td>\$21.23</td> <td>\$26.54</td> </tr> <tr> <td>2nd half of training</td> <td>\$834.40</td> <td>\$21.96</td> <td>\$27.45</td> </tr> <tr> <td>pharmacist</td> <td>\$943.90</td> <td>\$24.84</td> <td>\$31.05</td> </tr> <tr> <td>experienced pharmacist</td> <td>\$1,033.80</td> <td>\$27.21</td> <td>\$34.01</td> </tr> <tr> <td>pharmacist in charge</td> <td>\$1,058.00</td> <td>\$27.84</td> <td>\$34.80</td> </tr> <tr> <td>pharmacist manager</td> <td>\$1,179.10</td> <td>\$31.03</td> <td>\$38.79</td> </tr> </tbody> </table> <p>NOTE: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay, including overtime and penalty rates.</p> <p>12.2 An employer must pay an adult casual employee with a classification specified in column 1 of Table 2, wages at the minimum casual hourly rate specified opposite that classification in column 4.</p> <p>NOTE: See clause 7.7(c).</p>	Column 1 Employee classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate	Column 4 Minimum casual hourly rate (inclusive of 25% casual loading)	pharmacy assistant				Level 1	\$721.50	\$18.99	\$23.74	Level 2	\$738.70	\$19.44	\$24.30	Level 3	\$764.90	\$20.13	\$25.16	Level 4	\$796.30	\$20.96	\$26.20	pharmacy student				1 st year of course	\$721.50	\$18.99	\$23.74	2 nd year of course	\$738.70	\$19.44	\$24.30	3 rd year of course	\$764.90	\$20.13	\$25.16	4 th year of course	\$796.30	\$20.96	\$26.20	pharmacy intern				1 st half of training	\$806.80	\$21.23	\$26.54	2 nd half of training	\$834.40	\$21.96	\$27.45	pharmacist	\$943.90	\$24.84	\$31.05	experienced pharmacist	\$1,033.80	\$27.21	\$34.01	pharmacist in charge	\$1,058.00	\$27.84	\$34.80	pharmacist manager	\$1,179.10	\$31.03	\$38.79	<p>The re-draft version was very well received and clearly preferred over the current award: <i>“This is my favourite part!”</i></p> <p>Table 2 was considered easy to read and understand</p> <p>Hourly rates were welcomed – with a perception of less chance for error</p> <p>Only a handful of participants claimed to use the weekly wage rate and so the ‘weekly rate’ column was considered redundant by many participants. Even unhelpful or misleading for some because it doesn’t take account of penalty rates.</p> <p>Column names were considered clear, with no confusion.</p> <p>The term <i>“adult”</i> was commonly considered to be aged 18+ years and could therefore be confusing – even amongst those recognising that some employees can receive reduced payment up to the age of 21 years.</p> <p>Some participants considered there to be too much information in the column headings, particularly they needed (at least immediately) see a need for the column numbering (Column 1, Column 2, etc.).</p> <p>Most participants did not read 12.1 (a) or (b) until prompted, but, rather, went straight to the table.</p> <p>Clause 12.1(a) and (b) were considered by some participants to be unnecessary. They potentially make the clause more cluttered and complex than it needs to be.</p> <p>Clause 12.2 was considered to be unnecessary by some participants, but accepted nonetheless.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> Remove or refine/reduced 12.1 (a) and (b) Remove column numbers Remove minimum weekly rate column Labelling column 2 and 3 <i>full-time/part-time rate</i> Exclude <i>“minimum rate”</i> from column headings as it’s in the title Change title to <i>“Minimum Wages: Employees Aged 21+ years”</i> Reference the table/provisions for employees aged under 21 years. Improve formatting/layout of Notes as they appear to be an afterthought/ floating. Add description of label to Note at clause 2.2, e.g. Refer 7.7 (c) Casual Employee Loading Note: Schedule B... considered to be an important table and well received; however, reference needs to be clearer about where Schedule B can be found.
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Wages: junior rates

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback														
<p>18. Junior rates Junior employees will be paid the following percentage of the appropriate wage rate for pharmacy assistant classifications in clause 17—Minimum weekly wages:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Age</th> <th style="text-align: left;">% of weekly wage</th> </tr> </thead> <tbody> <tr> <td>Under 16 years of age</td> <td>45</td> </tr> <tr> <td>16 years of age</td> <td>50</td> </tr> <tr> <td>17 years of age</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years of age</td> <td>80</td> </tr> <tr> <td>20 years of age</td> <td>90</td> </tr> </tbody> </table>	Age	% of weekly wage	Under 16 years of age	45	16 years of age	50	17 years of age	60	18 years of age	70	19 years of age	80	20 years of age	90	<p>12.3 An employer must pay an employee who is under 21 years of age and classified as a pharmacy assistant, at the following percentage of the minimum rate that would otherwise be applicable under Table 2:</p> <ul style="list-style-type: none"> (a) 45% for an under 16 year old; (b) 50% for a 16 year old; (c) 60% for a 17 year old; (d) 70% for an 18 year old; (e) 80% for a 19 year old; (f) 90% for a 20 year old. 	<p>The term “<i>Junior rates</i>” is not universally understood and implies aged under-18 years for many. Re-draft version (clause 12.3) explanation as ‘under 21’ was preferable.</p> <p>Participants often considered 12.3 wordy, but it was well-understood.</p> <p>A small number of participants identified that dollar amounts would be handy to have here, but did not consider the consequences of doing so.</p> <p>There was no overall preference for table format versus (a) – (f) list format.</p>
Age	% of weekly wage															
Under 16 years of age	45															
16 years of age	50															
17 years of age	60															
18 years of age	70															
19 years of age	80															
20 years of age	90															

Wages: wages for Pharmacy Students

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p><i>Clause inserted - proposed new provision in Exposure Draft (cl 10.1(c)) as follows:</i></p> <p>(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 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 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 3rd year pay rate.</p>	<p>12.4 The following applies for determining which year of a course a pharmacy student is in:</p> <p>(a) a year of a course begins on the first day of the relevant academic year;</p> <p>(b) a pharmacy student only moves to the pay rate applicable to a year of a course from the first day of the relevant academic year in which the student progresses to that year of the course, irrespective of how long that takes;</p> <p>(c) a pharmacy student in the first year of a Master of Pharmacy course is treated as being in the 3rd year of a course.</p>	<p>Re-draft preferred based mainly on structural/format elements.</p> <p>Participants generally understood the intent of both versions of this clause regarding the progression of students through the respective bands of study.</p> <p>Some employee participants (students) were concerned by the wording of the re-draft. The existing award states:</p> <ul style="list-style-type: none"> <i>A pharmacy student’s progression through the pay rate is 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 if they have not been on the previous pay rate for a year.</i> <p>In their reading of the re-draft, they were concerned that this provision for ‘accelerated’ progression appeared to not be present (or at least, not be as explicit) in the re-draft.</p>

Wages: payment of wages

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>22. Payment of wages Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.</p> <p><i>Clause inserted - proposed new provision in Exposure Draft as follows:</i></p> <p>(b) All wages will be paid on a regular pay day within four 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 four weeks' written notice to the employee of such change.</p>	<p>12.5 The employer may determine the pay period of an employee as being either weekly or fortnightly.</p> <p>12.6 Wages must be paid for a pay period according to the number of hours worked by the employee in the period. NOTE: Hours of work may be measured over 2 consecutive weeks. See clause 7.2</p> <p>12.7 Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.</p> <p>12.8 Employers must notify employees in writing about which day is the regular pay day.</p> <p>12.9 The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks written notice.</p> <p>12.10 For employees eligible for a supported wage, see Schedule D—Supported Wage System. (not yet drafted)</p> <p>12.11 For employees undertaking a traineeship, see Schedule E—National Training Wage. (not yet drafted)</p>	<p>The re-draft was preferred mainly due to the improved layout of:</p> <ul style="list-style-type: none"> Easily digestible, logical, chunks of information. smaller blocks of text which are 'less intimidating'. <p>The content itself appeared to be well-understood by most participants.</p> <p>The text as presented in the re-draft did not contain a title which concerned a small number of participants who were expecting a heading for these provisions similar to the current award.</p>

Annual salary for pharmacists

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>27. Annualised salary (Pharmacists only)</p> <p>27.1 An annualised salary for pharmacist employees may be developed. Such salary may be inclusive of overtime, penalty rates, payments for public holidays taken, annual leave taken, annual leave loading, meal allowance, and meal break on call entitlements. Provided that the annual salary paid over a year was sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with when calculated on an individual basis according to the hours worked.</p> <p>27.2 Provided that in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with.</p> <p>27.3 When payment in accordance with this clause is adopted, the employer will keep a daily record of hours worked by the employee which will show the date and start and finish times of the employee for the day. The record will be countersigned weekly by the employee and will be kept at the place of employment for a period of at least six years.</p> <p>27.4 The employee may be represented in the discussions in relation to the making of an Agreement under this clause by either their union or nominated representative, and any agreement reached under this clause must be recorded in writing, and a copy retained by the employer.</p>	<p>13 Annual salary for pharmacists</p> <p>13.1 A pharmacist may agree in writing with their employer to be paid an annual salary that satisfies this award in relation to all or any of the following matters:</p> <p>(a) overtime rates;</p> <p>(b) penalty rates;</p> <p>(c) payments for public holidays;</p> <p>(d) payments for annual leave;</p> <p>(e) annual leave loading;</p> <p>(f) meal allowances;</p> <p>(g) on premise meal allowances.</p> <p>13.2 A pharmacist may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under clause 13.1.</p> <p>13.3 An annual salary must not result in a pharmacist being paid less for a period than would have been the case if an annual salary had not been agreed.</p> <p>13.4 The employer must keep a copy of any agreement under clause 13.1 and give another copy to the pharmacist.</p> <p>13.5 The employer must keep a record of hours worked each day by a pharmacist who has entered into an agreement under clause 13.1 showing the times at which the pharmacist started and finished work that day.</p> <p>13.6 A record mentioned in clause 13.1 must be:</p> <p>(a) countersigned weekly by the pharmacist; and</p> <p>(b) kept at the place of employment for at least 6 years.</p>	<p>The re-draft version of this clause was overwhelmingly preferred. This was due to:</p> <ul style="list-style-type: none"> the layout being easier to understand; the 'dot points' (a-g) more clearly outlined the matters that needed to be taken into account within an agreement for annualised salaries; it was 'less 'wordy' or 'more concise'; and the language make the re-draft easier to read and appear less complicated.

Allowances: meal allowance

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>19. Allowances</p> <p>19.1 Meal allowance</p> <p>(a) An employee who has worked six hours or more during ordinary time and who is then consecutively required to work overtime, or after the employees ordinary time of ending work, for more than one and a half hours will be either supplied with an adequate meal by the employer or be paid a meal allowance of \$17.46. Where such overtime work exceeds four hours a further meal allowance of \$15.64 will be paid.</p> <p>(b) This provision will not apply in circumstances where the employer has advised the employee of the requirement to work overtime on the previous day.</p> <p>(c) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.</p> <p>(d) No meal allowance will be payable where the additional hours are agreed hours as per clause 12.3.</p>	<p>14. Allowances</p> <p>14.1 Meal allowances</p> <p>(a) This clause applies to an employee who:</p> <p>(i) has worked 6 or more ordinary hours on any day; and</p> <p>(ii) is required to work on that day overtime, or beyond the time at which the employee ordinarily finishes work for the day, for more than 1.5 hours; and</p> <p>(iii) was not advised of the requirement mentioned in clause 14.1(a)(ii) on or before the previous day; and</p> <p>(iv) cannot reasonably return home for a meal within the period of the meal break.</p> <p>(b) The employer must:</p> <p>(i) pay the employee a meal allowance of \$17.46; or</p> <p>(ii) supply the employee with an adequate meal.</p> <p>(c) If the number of hours worked under a requirement mentioned in clause 14(a)(ii) exceeds 4, the employer must pay the employee a further meal allowance of \$15.64.</p> <p>(d) This clause does not apply if the hours worked under a requirement mentioned in clause 14.1(a)(ii) were agreed under clause 7.6.</p>	<p>This clause was reasonably well-understood, although participants noted that it was more involved/complicated than some other provisions being tested. The re-draft was preferred mainly due to:</p> <ul style="list-style-type: none"> • simpler layout, including the use of bullet points • Indentation • dollar amounts being bolded <p>For some participants the re-draft clause was potentially spoiled by 14.1 (d) which had potential to create confusion or make people less certain of their original interpretation: <i>“you think – oh heck – I thought I understood but now I’ve got to go back to 7.6 to check”</i>.</p> <p>This clause was an example where the ‘seed of doubt’ could arise when the final component tells them something different. Once that seed is planted, the employers (in particular) would potentially give up trying to figure it out for themselves and decide to seek advice to mitigate the risk of making a mistake. There was a lot of concern among employers about ‘getting things wrong’, even with the best of intentions.</p>

Allowances: clothing allowance

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>19.3 Special clothing</p> <p>(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p> <p>(b) Where an employee is required to launder any special uniform, dress or other clothing, the employer who provided that special clothing will arrange for its cleaning or will pay the employee the following applicable allowance:</p> <p>(i) for a full-time employee - \$6.25 per week;</p> <p>(ii) for a part-time or casual employee - \$1.25 per shift.</p>	<p>14.3 Clothing allowance</p> <p>(a) The employer must reimburse an employee who is required to wear special clothing, such as a uniform or protective clothing, for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.</p> <p>(b) The employer must, if special clothing required to be worn by an employee needs to be laundered:</p> <p>(i) undertake the laundering at no cost to the employee; or</p> <p>(ii) pay the employee an allowance of:</p> <ul style="list-style-type: none"> • \$6.25 each week for a full-time employee; or • \$1.25 each shift for a part-time or casual employee. 	<p>The re-draft was unanimously preferred for the following reasons:</p> <ul style="list-style-type: none"> • the stronger language was appreciated: “must” makes it clear that the allowance is an employer’s obligation/employee’s entitlement. • Clause v14.3 (a) appears to be shorter and is considered to be easier to read and simpler. • fewer words to say the same thing as the current award. • participants generally felt that the layout, using the three levels, was an improvement. • participants appreciated the bolded font for the dollar amounts to draw attention to the key pieces of information/for easy quick reference.

Allowances (other allowances)

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>19.2 On-premise meal allowance (Pharmacists only)</p> <p>An employee who is required to take their meal break on the premises for the purpose of attending to urgent matters requiring the input of a qualified pharmacist will be paid at time and a half for the period of the meal break, regardless of other penalties that apply on that day.</p>	<p>14.2 On-premise meal allowance</p> <p>(a) This clause applies to a pharmacist who is required to take a meal break on the premises so as to be available to attend to urgent matters requiring the involvement of a pharmacist.</p> <p>(b) The employer must pay the pharmacist at the enhanced hourly rate for the period of the meal break, regardless of any other payments, penalty rates or allowances to which the pharmacist is entitled.</p> <p>(c) In clause 14.2(b), the enhanced hourly rate means 150% of the minimum hourly rate applicable, according to the classification of the pharmacist, under column 3 of Table 2.</p>	<p>The re-draft was generally preferred. The features of the re-draft that participants favoured included:</p> <ul style="list-style-type: none"> • It provides more information; • better layout: use of point form makes the clause clearer and easier to understand. • the bolding of ‘enhanced hourly rate’ and ‘150%’ was well-received, as it highlighted key components of the clause. <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Clause 14.2 only mentions ‘pharmacists’ in-text, rather than in the title (like clause 19.2). It could be clearer to identify up-front who it applies to.
<p>19.4 Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee’s family.</p>	<p>14.4 Moving expenses</p> <p>(a) This clause applies if an employer transfers an employee from one township to another.</p> <p>(b) The employer is responsible for, and must pay, the total cost of moving the employee and the employee’s family, including fares and other transport charges.</p>	<p>No participants had experience of this clause, and as a result, participants tended not to engage very actively with it as they couldn’t conceive a circumstance where they would use it.</p> <p>No strong preference for either version was expressed, other than the title in the re-draft was preferred.</p>
<p>19.5 Transport allowance</p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p>	<p>14.5 Motor vehicle allowance</p> <p>If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of \$0.78 for each kilometre travelled.</p>	<p>The title in the re-draft ‘motor vehicle allowance’ was preferred because it more specifically describes what the clause is about.</p> <p>As was observed in other clauses, the bolding of the dollar amount in the re-draft was well-received.</p>
<p>19.6 Transport of employees reimbursement</p> <p>Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This will not apply if the employer provides or arranges proper transportation to and or from the employee’s usual place of residence at no cost to the employee.</p>	<p>14.6 Taxi fare reimbursement</p> <p>(a) This clause applies if:</p> <p>(i) an employee starts work before 7.00 am or finishes work after 10.00 pm; and</p> <p>(ii) the employee’s regular means of transport is not available; and</p> <p>(iii) the employee is unable to arrange their own alternative means of transport; and</p> <p>(iv) a proper means of transport to or from the employee’s usual place of residence is not provided to, or arranged for, the employee by the employer at no cost to the employee.</p> <p>(b) The employer must reimburse the employee the cost they incurred in taking a taxi between the place of employment and the employee’s usual place of residence.</p>	<p>The re-draft was widely preferred for its better layout/ ‘point form’. This was felt to make the clause clearer and easier to understand.</p>

Overtime: reasonable overtime

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>26. Overtime</p> <p>26.1 Reasonable overtime</p> <p>(a) Subject to clause 26.1(b) an employer may require an employee other than a casual to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <ul style="list-style-type: none"> (i) any risk to employee health and safety; (ii) the employee’s personal circumstances including any family responsibilities; (iii) the needs of the workplace or enterprise; (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and (v) any other relevant matter. 	<p>16. Overtime</p> <p><i>Clause 26.1 has been omitted as it deals with a matter covered by the National Employment Standards.</i></p>	<p>As the re-draft clauses did not contain any provisions, the questions asked of participants focused on how they would access information about overtime if it was not in the award and canvassed knowledge of the National Employment Standards (NES).</p> <p>There was very limited awareness of the National Employment Standards among both employees and employers. Where participants indicated they were aware of the NES, prompting usually revealed only a very vague understanding.</p> <p>There is a clear preference to have the information in the award and not to have to access the NES/another source. However, it is noted (consistent with cross-referencing within the document) that if accessing the award online it would be much more palatable to just have to click on a link to another document. One employee who initially identified that she would like to see NES information provided within the award noticed the hyperlink text in 16.2 (see following page), and believed that clicking through to a link would be fine.</p> <p>Employee participants indicated that if they could not access the NES via a link in the award they would likely ‘Google’ a question or speak with peers.</p> <p>Employers indicated that they would seek guidance or advice from the Pharmacy Guild, especially if there was any potential confusion.</p>

Overtime

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback										
<p>26.2 Overtime and penalty rates</p> <p>(a) Overtime</p> <p>Overtime means authorised additional hours performed at the direction of the employer:</p> <p>(i) Hours worked in excess of the ordinary number of hours of work prescribed in clauses 25.2 and 25.3 are to be paid at time and half for the first two hours and double time thereafter. Overtime worked on a Sunday is to be paid at the Sunday rate of double time, and overtime worked on a public holiday is to be paid at the public holiday rate of double time and half.</p> <p>(ii) The rates provided by clause 26.2(b) and (c) will not be cumulative on overtime rates.</p> <p>(iii) For casual employees the casual loading IS not payable on overtime.</p>	<p>16.1 An employer must pay a full-time employee at the overtime rate for any hours worked at the direction of the employer:</p> <p>(a) in excess of the number of hours mentioned in clause 7.2 or 9.5; or</p> <p>(b) between midnight and 7.00 am.</p> <p>16.2 An employer must pay a part-time employee at the overtime rate for any hours worked in excess of the number of hours that the employee has agreed to work under clause 7.6(b) and 7.6(g).</p> <p>NOTE: Under the National Employment Standards (section 62) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.</p> <p>16.3 The overtime rate mentioned in clauses 16.1 and 16.2 is the relevant percentage specified in column 2 of Table 3 (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate applicable, according to the classification of the employee, under clause 12.</p> <p>Table 3—Overtime rates</p> <table border="1" data-bbox="1041 1115 1736 1398"> <thead> <tr> <th>Column 1 For overtime worked on</th> <th>Column 2 Overtime rate</th> </tr> </thead> <tbody> <tr> <td>Monday to Saturday—first 2 hours</td> <td>150%</td> </tr> <tr> <td>Monday to Saturday—after 2 hours</td> <td>200%</td> </tr> <tr> <td>Sunday—all day</td> <td>200%</td> </tr> <tr> <td>Public holiday—all day</td> <td>250%</td> </tr> </tbody> </table>	Column 1 For overtime worked on	Column 2 Overtime rate	Monday to Saturday—first 2 hours	150%	Monday to Saturday—after 2 hours	200%	Sunday—all day	200%	Public holiday—all day	250%	<p>There was universal preference for re-draft because the table is easier to read and understand than text, and as a result the intent is clearer.</p> <p>The need for referencing, whilst understood (i.e. otherwise the document would be too long) has the potential for confusion and error. References to other sections were difficult for participants to follow (particularly due to the hard-copy format): “16.1(a) – not sure what hours they are talking about? They should have the complete information. If you read the current clause, you wouldn’t know because you have to go to the other clauses.” Descriptions or tiles (as suggested elsewhere) would be beneficial and hyperlinks in soft copy format.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Highlighting / bolding full time and part time or make separate headings so they are easier to identify. • Highlighting cross-referenced clauses such as italicising. • The re-draft should emphasise that overtime rates do not apply to casuals as strongly as in the current version.
Column 1 For overtime worked on	Column 2 Overtime rate											
Monday to Saturday—first 2 hours	150%											
Monday to Saturday—after 2 hours	200%											
Sunday—all day	200%											
Public holiday—all day	250%											

Overtime: time off instead of payment

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>26.3 Time off instead of payment</p> <p>(a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(b) Such time off instead of payment will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p>(c) Time off instead of payment will equate to the overtime rate i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.</p>	<p>16.4 With the consent of the employer, an employee may choose to take time off instead of being paid for overtime.</p> <p>16.5 The period of time off to which an employee is entitled for each hour of overtime worked is the relevant percentage of that hour specified in column 2 of Table 3 (depending on when the hour was worked as specified in column 1).</p> <p>EXAMPLE: An employee who worked 2 hours of overtime on a Tuesday that was not a public holiday is entitled to time off of 3 hours (2 x 150 / 100).</p> <p>16.6 Time off must be taken:</p> <p>(a) within the period of 4 weeks after the overtime is worked; and</p> <p>(b) at a time within that period agreed by the employer and employee.</p> <p>16.7 Despite clause 16.6, the employer and employee may agree that time off may be accumulated and included in a period during which an employee takes paid annual leave.</p>	<p>Many participants were unaware of this clause and had to read them more than once before they were ready to talk about them. Overall, reactions to these clauses were mixed.</p> <p>Some participants felt that the existing award was more digestible, due to fewer chunks of information.</p> <p>Although it made the clause appear longer, the example in the re-draft was well received and helped participants engage with the provisions. It prompted them to consider if this was what was happening in their workplace.</p> <p>Clause 16.5 caused some confusion with the reference to table 3, mainly because there was no clear explanation of what table 3 was.</p> <p>Feedback from the scenario:</p> <p>A scenario was presented to a small number of participants whereby they were asked in what circumstances time off instead of payment could be taken, and how much time off would be owing. Participants were generally comfortable in making the assessment, and identifying the number of hours that would be claimed (having read the clause at least twice).</p>

Penalty rates

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback																																				
<p>(b) Morning and Evening work Monday to Friday</p> <p>A loading of 50% (casuals 75%) will apply for hours worked before 8.00 am and a loading of 25% (casuals 50%) for hours between 7.00 pm to 9.00 pm. A loading of 50% will apply to hours worked from 9.00 pm to midnight (casuals 75%).</p> <p>(c) Saturday work</p> <p>A loading of 100% (casuals 125%) will apply for hours worked before 8.00 am, and a loading of 25% (casuals 50%) will apply for hours of work from 8.00 am to 6.00 pm on a Saturday. A loading of 50% (casuals 75%) will apply from 6.00 pm to 9.00 pm, and a loading of 75% (casuals 100%) for hours from 9.00 pm to midnight.</p> <p>(d) Sunday work</p> <p>A 100% (casuals 125%) loading will apply for all hours of work on a Sunday.</p>	<p>17. Penalty rates</p> <p>17.1 This clause sets out higher rates of pay (penalty rates) for hours worked at specified times or on specified days that are not required to be paid at the overtime rate.</p> <p>NOTE: Hours worked in excess of ordinary hours are required to be paid at the overtime rate. See clause 16.</p> <p>17.2 An employer must pay an employee in accordance with Table 4 for hours worked by the employee during a period specified in column 1 of that Table:</p> <p>(a) for an employee other than a casual employee, at the percentage specified in column 2 of Table 4 of the minimum hourly rate applicable, according to the classification of the employee, under column 3 of Table 2 (as modified, if the employee is under 21 years of age and classified as a pharmacy assistant, by clause 12.3); or</p> <p>(b) for a casual employee, at the percentage specified in column 3 of Table 4 of the minimum hourly rate applicable, according to the classification of the employee, under column 3 of Table 2 (as modified, if the employee is under 21 years of age and classified as a pharmacy assistant, by clause 12.3).</p> <p>Table 4—Penalty rates</p> <table border="1" data-bbox="1113 1045 1923 1612"> <thead> <tr> <th>Column 1 For hours worked on</th> <th>Column 2 Penalty rate</th> <th>Column 3 Casual penalty rate (inclusive of casual loading)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Monday to Friday</td> </tr> <tr> <td>Between 7.00 am and 8.00 am</td> <td>150%</td> <td>175%</td> </tr> <tr> <td>Between 7.00 pm and 9.00 pm</td> <td>125%</td> <td>150%</td> </tr> <tr> <td>Between 9.00 pm and midnight</td> <td>150%</td> <td>175%</td> </tr> <tr> <td colspan="3">Saturday</td> </tr> <tr> <td>Between 7.00 am and 8.00 am</td> <td>200%</td> <td>225%</td> </tr> <tr> <td>Between 8.00 am and 6.00 pm</td> <td>125%</td> <td>150%</td> </tr> <tr> <td>Between 7.00 pm and 9.00 pm</td> <td>150%</td> <td>175%</td> </tr> <tr> <td>Between 9.00 pm and midnight</td> <td>175%</td> <td>200%</td> </tr> <tr> <td>Sunday—all day</td> <td>200%</td> <td>225%</td> </tr> <tr> <td>Public holidays—all day</td> <td>250%</td> <td>275%</td> </tr> </tbody> </table> <p>17.3 Penalty rates are not cumulative on overtime rates.</p> <p>NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.</p>	Column 1 For hours worked on	Column 2 Penalty rate	Column 3 Casual penalty rate (inclusive of casual loading)	Monday to Friday			Between 7.00 am and 8.00 am	150%	175%	Between 7.00 pm and 9.00 pm	125%	150%	Between 9.00 pm and midnight	150%	175%	Saturday			Between 7.00 am and 8.00 am	200%	225%	Between 8.00 am and 6.00 pm	125%	150%	Between 7.00 pm and 9.00 pm	150%	175%	Between 9.00 pm and midnight	175%	200%	Sunday—all day	200%	225%	Public holidays—all day	250%	275%	<p>There was an overall preference for the re-draft; with tables considered preferable over text.</p> <p>The actual penalty rate percentages were recognised by many. Although the itemisation of days and times was considered a big improvement.</p> <p>Participants had a tendency to read the table without reading, or just glossing over 17.2 (a) and (b). These clauses were felt to over-complicate it, and have the potential to confuse and make it hard to concentrate or lose track. This is due to:</p> <ul style="list-style-type: none"> The explanation of columns “at the percentage specified in column 2 of Table 4”. References to Table 2 “under column 3 of Table 2”. References to pharmacy assistant under the age of 21 years and clause 12.3 “as modified, if the employee is under 21 years of age and classified as a pharmacy assistant, by clause 12.3.” The use of parenthesis to include extraneous information. <p>Most participants thoughts that clause 17.2 without (a) and (b) was sufficient, and actually preferable.</p> <p>The numbering of columns in the table was typically considered unnecessary.</p> <p>The cross reference in clause 17.1 note was considered simple and manageable; it was understood why it had to be there and tolerated on that basis.</p> <p>The cross reference in 17.2(a) and (b) was considered clunky and overly complicated because it is embedded in an already difficult sentence which appears to participants as trying to do too many things:</p> <ul style="list-style-type: none"> ensuring Table 4 is used correctly; referring back to the minimum rate table AND crossing referencing it at the same time; ensuring the reader is aware of different rates for under 21 pharmacy assistants AND cross referencing back to the clause at the same time <p>Percentages (as presented) were generally preferred whenever participants identified that staff may not be paid at the exact minimum rate, however some participants who were not as familiar with working out penalty rates had a preference for the minimum amounts to be presented in this clause.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> Moving 17.3 above the table as it was not always noticed. Improving the layout/format of the note or bolding, or italicising to draw attention. Labelling column 2 as “Full time/ Part time Penalty Rate”. Reducing/refining 17.2(a) and (b) or removing these. Providing an example, such as for what could effectively be a 3 stage process for a casual pharmacy assistant aged under 21 years.
Column 1 For hours worked on	Column 2 Penalty rate	Column 3 Casual penalty rate (inclusive of casual loading)																																				
Monday to Friday																																						
Between 7.00 am and 8.00 am	150%	175%																																				
Between 7.00 pm and 9.00 pm	125%	150%																																				
Between 9.00 pm and midnight	150%	175%																																				
Saturday																																						
Between 7.00 am and 8.00 am	200%	225%																																				
Between 8.00 am and 6.00 pm	125%	150%																																				
Between 7.00 pm and 9.00 pm	150%	175%																																				
Between 9.00 pm and midnight	175%	200%																																				
Sunday—all day	200%	225%																																				
Public holidays—all day	250%	275%																																				

Schedule A—Classification definitions

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>Schedule B—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 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.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 responsible to the proprietor for all aspects of the business.</p>	<p>Schedule A—Classification Definitions</p> <p>A.1 pharmacy assistant level 1 is an employee working as a pharmacy assistant in a community pharmacy who is not covered by any other classification in this Schedule.</p> <p>A.2 pharmacy assistant level 2 is an employee who has acquired the competencies required to be the holder of a Certificate II in Community Pharmacy, as determined by the National Quality Council or a successor body.</p> <p>A.3 pharmacy assistant level 3 is an employee who has acquired the competencies required to be the holder of a Certificate III in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.</p> <p>A pharmacy assistant level 3 may be required by the employer to:</p> <p>(a) supervise pharmacy assistants levels 1 or 2; or</p> <p>(b) assist a pharmacist in the dispensing section of a community pharmacy; or</p> <p>(c) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties.</p> <p>A.4 pharmacy assistant level 4 is an employee who has acquired the competencies required to be the holder of a Certificate IV in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.</p> <p>A pharmacy assistant level 4 may be required by the employer to supervise pharmacy assistants levels 1, 2 or 3.</p> <p>A.5 pharmacy student is an employee who is undertaking training as part of an approved program of study, as defined by section 5 of the Health Practitioner Regulation National Law.</p> <p>A.6 pharmacy intern is an employee who has satisfied the examination requirements of an accredited program of study, as defined by section 5 of the Health Practitioner Regulation National Law, and who is undertaking clinical training;</p> <p>A.7 pharmacist is an employee registered under the Health Practitioner Regulation National Law to practise in the pharmacy profession (other than as a student).</p> <p>A.8 experienced pharmacist is an employee who is a pharmacist with at least 4 years full-time experience (or the part-time equivalent) in a community pharmacy.</p> <p>A.9 pharmacist in charge is an employee who is a pharmacist who assumes responsibility for the day to day supervision and functioning of the community pharmacy.</p> <p>A.10 pharmacist manager is an employee who is a pharmacist who is responsible to the owner of the community pharmacy for all aspects of the business.</p>	<p>There was no clear preference for either version overall.</p> <p>The definitions and descriptions were well recognised and well understood.</p> <p>All participants could classify themselves and/or staff into the various classifications based on the descriptions provided.</p>

Schedule G—Definitions

CURRENT AWARD—Pharmacy Industry Award 2010	Re-draft	Feedback
<p>3. Definitions and interpretation</p> <p>3.1 ...</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>...</p>	<p>Definitions</p> <p>...</p> <p>on-hire employee means an employee of an on-hire employer who is on-hired to an employer covered by this award.</p> <p>on-hire employer means a person who carries on a business of employing individuals for the purpose of on-hiring them to an end-user employer.</p>	<p>On-hire terminology was generally not well understood with many employee participants not having heard of the term before. Some participants guessed it meant staff from RTOs. Only one employer participant had ever used on-hire staff.</p> <p>Whilst not necessarily being familiar with the concept, participants tended to like the split definition of on-hire employees and employers in the re-draft. However, among some participants, there was a feeling of circularity to the definition, with a lot of repetition of 'on-hire'.</p> <p>Suggested improvements:</p> <ul style="list-style-type: none"> • Defining on-hire employer first, as the definition of an on-hire employee appears to depend on an understanding of an on-hire employer; • Re-work/refine the definitions to avoid using 'on-hire'/ 'on-hiring' 'on-hired' in the definition.