

10 December 2015

**REVIEW OF THE PHARMACY INDUSTRY AWARD 2010
AM2014/209
SUBMISSIONS ON PLAIN LANGUAGE EXPOSURE DRAFT (PART A CLAUSES)**

We refer to the above matter in which we act for The Pharmacy Guild of Australia (the Guild).

BACKGROUND:

1. On 31 March 2015 the Guild filed a plain English draft of the *Pharmacy Industry Award 2010* (the Award) (the Plain English Draft) developed by the Plain English Foundation and a comparison tool.
2. The Fair Work Commission (the Commission) subsequently, and following consultation with interested parties, engaged counsel to draft a plain language version of the Award. The Guild appreciates that the Plain English Draft was provided to counsel. On 25 November 2015, the Award Modernisation team provided parties with a revised exposure draft (the Plain Language Exposure Draft).
3. We have attached a summary table at **Annexure A** comparing the initial exposure draft, the Plain Language Exposure Draft and the Plain English Draft. The Guild is of the view that there are some clauses in the Plain Language Exposure Draft where the meaning has been altered and/or that are more clearly drafted in the Plain Language Draft. In those circumstances the Guild submits the wording in the Plain English Draft should be adopted.
4. The Plain English Draft was prepared prior to a number of decisions concerning aspects of the exposure drafts, for example the inclusion of examples, absorption and supersession clauses. The Guild does not press the Plain Language Draft to the extent it is inconsistent with these decisions.
5. In accordance with the statement issued by the Commission on 29 October 2015 ([2015] FWCFB 7467) we set out below comments on the Plain Language Exposure.

SYDNEY MELBOURNE NEWCASTLE BRISBANE

PRINCIPLES:

6. The Commission has held that the intention of the exposure draft process in relation to the Group 1A and 1B awards in [2014] FWCFB 9412 is as follows:

[140] The Commission has published exposure drafts for each of the Group 1 awards. These exposure drafts incorporate any technical and drafting changes proposed by the Commission and identify provisions that may need further review. The exposure drafts are not intended to incorporate any substantive changes and do not represent the concluded view of the Commission on any issue. (Our emphasis).

7. The Guild understands the principles which have been applied to the Group 1A and 1B awards will apply equally to the Award.
8. We note also, paragraph [14] of [2015] FWC 6555, in which the Commission set out the principals by which the Plain Language Exposure Draft specifically would be prepared. The statement relevantly provides:
 - I. The plain language draft is not intended to change the substantive legal effect of any award term.
 - II. While the plain language draft will be based on a revised version of the existing exposure draft, the plain language expert will consider the 'Plain English Draft' submitted by the Guild and comments on the draft submitted by the relevant unions in preparing the draft instrument.

COMMENTS CONCERNING THE PLAIN LANGUAGE EXPOSURE DRAFT

9. As a general observation, the Guild notes the pharmacy industry is characterised by small business employers, and for that reason it is important that the Award is clear and easy to understand.
10. The Guild makes the following submissions on the Plain Language Exposure Draft in accordance with the principles above. The Guild reserves the right to make further submissions at the conference listed for 17 December 2015, and at any hearing on the issue.
11. Unless otherwise stipulated, the clause references are to the Plain Language Exposure Draft Clause.

a) Coverage - Clause 4.3:

12. In drafting clause 4.3, the meaning of clause 4.1 of the current award has been changed. The word "*community*" should be removed from clause 4.3(a) and the clause should read:

"4.3 However, this award does not cover employees working in a pharmacy that is:

(a) owned by a hospital or other public institution; or

(b) operated by government;

that does not sell medicines or drugs by retail to the general public"

b) Types of employment - Clause 7:

13. The use of the words "*may be*" at clause 7.1 is potentially confusing. Employees covered by the Award must be engaged as full-time, part-time or casual as these are the only types of employment available under the Award.
14. The inclusion of the words in brackets at clause 7.2 appear to require an employer to average the hours of a full-time employee over a period of 2 weeks. Under clause 25.3 of the current Award, an employer may elect to engage a full-time employee for 38 hours per week or 76 hours in two consecutive weeks. The bracketed text should be amended to say "*(which may be averaged over 2 consecutive weeks)*".

c) Part- time employment - Clause 7.6

15. Clause 7.6(b)(i) of the Plain Language Exposure Draft refers to "*the number of ordinary hours to be worked each day*", clause 12.2(a) of the current Award refers to "*the hours worked each day*". The reference to "*ordinary hours*" should be amended to read "*hours*" as there may be circumstances where a part-time employee's usual hours of work incorporate overtime hours.
16. Clause 7.6(d) has been amended to require an employer to "*keep the original of any agreement or variation*". There is no obligation to keep an original copy in the existing Award and this would amount to a substantive change to the Award. Clause 7.6(d) should be amended to say "*keep a copy of any agreement or variation*".
17. Clause 12.3 of the current Award allows the employer and employee to agree to vary the regular pattern of work of an employee and that such a variation will constitute agreed hours for the purposes of clause 12.2(f). Clause 12.2(f) of the current Award provides that all time worked in excess of agreed hours is paid at the overtime rate. The effect of these provisions are that an employee may agree to work additional hours beyond their agreed hours at ordinary time rates. This provision is not found in the Plain Language Draft and should be reinstated.
18. The Guild views the redrafting of this clause as potentially confusing to employers, we prefer the drafting of clauses 6.7 to 6.15 of the Plain English Draft concerning part-time employment.

d) Hours of Work - Clause 9:

19. Clause 9.4 may be unnecessary, the Guild is not aware of any trading restrictions on community pharmacy, as this is an exempt category in all states and territories.

e) Rostering Arrangements - Clause 10:

20. Clause 10.1 refers to "*permanent employees*" as do the corresponding provisions in clause 25.4 of the current Award. We note however, "*permanent*" is not a type of employment available under the current Award, and this should be amended to read "*full-time and part time employees*".
21. The heading of clause 10 should be "*Rostering Arrangements - Full-time and Part-time Employees*" in accordance with our comment above. We note a number of the subclauses in clause 10 only make reference to "*employees*". As the current Award makes clear in the heading at clause 25.4 that these provisions apply only to permanent employees, the failure to include "*full-time and part-time employees*" in the heading could result in a substantive change to the Award as employers would be obliged to comply with these provisions for casual staff.
22. Whilst the Guild appreciates the attempts of the drafter to simplify the rostering provisions, in redrafting this clause the meaning of clause 25.4 of the current award has been significantly altered. The Guild submits this clause should be replaced with the Plain English Draft clause 8.

f) Wages and Allowances- Clause 12:

23. Clause 12.1 fails to take account of students who do not commence in term 1.
24. Clause 12.5 should make reference to the ability to average hours and therefore we suggest the inclusion of the words "*subject to the averaging provision in clause x*" at the end of the clause.

g) Annual salary for pharmacists:-Clause 13:

25. Clause 13 (d) is a new clause and should be removed.

h) Clothing Allowance- Clause 14:

26. Clause 14.3(a) provides this clause only applies where an employee is required to wear special clothing or a uniform that is not paid for or supplied by the employer. Whilst this exclusion operates in clause 19.3(a) of the current award, it does not extend to clause 19.3(b) concerning the laundry allowance, the laundry allowance is payable even where the clothing is supplied, so long as the employee is required to launder the clothing.

27. Clause 14.3 should be amended as follows:

14.3 Clothing allowance

(a) *Where an employee is required to wear special clothing, such as a uniform or protective clothing, that is not supplied or paid for by the employer, the employer must reimburse the employee for the cost of purchasing the clothing, including purchasing replacement clothing due to normal wear and tear.*

(b) *The employer must, if the clothing needs to be laundered:*

(i) undertake the laundering at no cost to the employee; or

(ii) pay the employee an allowance of:

- \$6.25 each week for a full-time employee; or*
- 12*
- \$1.25 each shift for a part-time or casual employee.*

i) Overtime - Clause 16:

28. Clause 16.1 has altered the meaning of clause 26.1 of the current award which makes clear reasonable overtime is worked at the requirement of the employer. Clause 16.1 should include the words "*at the direction of the employer*" at the end of the provision.



Principal: Sharlene Wellard
Direct line: (02) 9018 9939
Email: swellard@meridianlawyers.com.au



Solicitor: Jessica Light
Direct line: (02) 9018 9940
Email: jlight@meridianlawyers.com.au

Appendix A

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>1.1 This award is the <i>Pharmacy Industry Award 2010</i>.</p> <p>1.2 amended in accordance with para [11] [2014] FWCFB 9412 and para [8] of [2015] FWCFB 4658</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010. A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to the variation.</p> <p>1.3 Schedule D—Definitions sets out definitions that apply in this award.</p> <p>1.4 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>1.5 inserted in accordance with para [16] of [2014] FWCFB 9412</p> <p>1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p>	<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>1.1 This is the <i>Pharmacy Industry Award [2016]</i>.</p> <p>1.2 This award comes into operation on <i>[insert date]</i>.</p> <p><i>Clauses 1.2, 1.4 and 1.5 of the Exposure Draft Pharmacy Industry</i></p>	<p>Part 1: Application and operation of award</p> <p>1 Title and commencement</p> <p>1.1 This is the <i>Pharmacy Industry Award 2014</i>.</p> <p>1.2 It replaces the <i>Pharmacy Industry Award 2010</i>, but does not affect any right, privilege, obligation or liability under that award.</p> <p>1.3 Terms in bold are defined in Schedule G, which sets out the definitions that apply.</p> <p>1.4 This award imposes monetary obligations on employers, which can be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase overaward payments.</p>

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<p>The National Employment Standards and this award</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>	<p>2 The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for the employees they cover.</p> <p>2.2 Where this award refers to a condition in the NES, the NES definition applies.</p> <p>2.3 Employers must make copies of this award and the NES available to all employees they apply to. → Hyperlinks provide direct links to relevant clauses.</p>
<p>3 Coverage</p> <p>3.1 This industry award covers employers throughout Australia in the community pharmacy industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p>3.2 Community pharmacy means any business conducted by the employer in premises:</p> <p>(a) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or</p> <p>(b) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies; and</p> <p>(c) that are established either in whole or in part</p>	<p>Coverage</p> <p>4.1 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 4.1(a).</p> <p>4.2 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</p>	<p>3. Coverage</p> <p>3.1 This award covers Australian national system employers in the community pharmacy industry, and their employees in the classifications listed in Schedule A, to the exclusion of any other modern award.</p> <p>3.2 It does not cover employment in pharmacies that do not retail goods or services to the public, and that:</p> <p>(a) hospitals or other public institutions own</p> <p>(b) the government runs.</p> <p>3.3 This award covers employers that supply on-hire labour to pharmacies, and the on-hire employees while they are working. However, any exclusions</p>

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<p>for the compounding or dispensing of prescriptions or vending any medicines or drugs; and (d) where other goods may be sold by retail</p>	<p>industry (with a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.</p> <p>The word “community” has been included at 4.3(a) because if it were not a community pharmacy there would be no need for the exclusion as it would not be within the coverage set out in clauses 4.1 and 4.2.</p>	<p>from coverage in this award apply to this clause.</p> <p>3.4 It also covers employers that provide group-training services for industry trainees, and trainees during this training. However, any exclusions from coverage in this award apply to this clause.</p>
<p>This award does not cover employment in: (a) a pharmacy owned by a hospital or other public institution; or (b) a pharmacy operated by government, where their goods or services are not sold by retail to the general public. 3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 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. 3.5 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described</p>	<p>4.3 However, this award does not cover:</p> <p>(a) employees working in a community pharmacy that does not sell medicines or drugs by retail and that is: (i) owned by a hospital or other public institution; or (ii) operated by government; or (b) employees excluded from award coverage by the Act; or</p> <p>NOTE: See section 143(7) of the Act.</p> <p>(c) employees covered by a modern enterprise award or an enterprise instrument; or (d) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or (e) employers of employees mentioned in clauses 4.3(a) to (d).</p>	<p>3.5 This award does not cover:</p> <p>(a) employees that the <i>Fair Work Act 2009</i> (Cth) (the Act) excludes from coverage (b) employees covered by a modern enterprise award or instrument, in the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) (the Transitional Act), and their employers relating to those employees (c) employees covered by a state reference public sector modern or transitional award (within the meaning of the Transitional Act) and their employers.</p> <p>3.6 If employers are covered by more than one award, each employee is covered by the award that is most appropriate to the work they do and the</p>

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<p>in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>3.6 This award does not cover:</p> <p>(a) employees excluded from award coverage by the <i>Fair Work Act 2009</i> (Cth) (the Act);</p> <p>(b) 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; or</p> <p>(c) 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>4.4 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>environment in which they normally work.</p> <p>→ <u>143(7)</u> [part of] Coverage terms of modern awards other than modern enterprise awards and State reference public sector modern awards</p> <p>3.7 If there is no classification for an employee in this award, they and their employer could fall under another award with occupational coverage.</p> <p>3.8 The <i>General Retail Industry Award 2014</i> does not apply to employers covered by this award.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Example: pharmacy bookkeeper covered by clerical award</p> <p>If there is no classification for an employee in this award, the employer and employee could be covered by another award.</p> <p>Mary works at Riverside Pharmacy as a bookkeeper. She does not have any other duties in the pharmacy. Mary is not covered by the <i>Pharmacy Industry Award 2010</i>, but instead the <i>Clerks Private Sector Award 2010</i>.</p> </div>
<p>4. Award flexibility</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>	

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5. Facilitative provisions	<i>This clause will be dealt with in Part B of the process</i>	
<p>Part 2—Types of Employment and Classifications</p> <p>6. Employment categories</p> <p>6.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>6.2 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>6.3 Full-time employment</p> <p>A full-time employee is engaged to work an average of 38 hours per week.</p>	<p>Part 2 Types of Employment and classifications</p> <p>7. Types of employment</p> <p>7.1 Employees covered by this award may be:</p> <p>(a) full-time employees; or</p> <p>(b) part-time employees; or</p> <p>(c) casual employees.</p> <p>7.2 An employee who is engaged to work 38 ordinary hours per week (averaged over 2 consecutive weeks) is a full-time employee.</p> <p>7.3 An employee who is engaged to work for fewer ordinary hours per week 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 On 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>6 Types of employment</p> <p>6.1 Under this award, employees will be engaged as full-time, part-time or casual.</p> <p>6.2 Employers must tell employees if they are full-time, part-time or casual when they hire them.</p> <p>6.3 Employers cannot transfer full-time or casual employees to part-time work without their written consent.</p> <p>6.4 When employees are transferred to part-time work, their accrued leave entitlements continue.</p> <p>Full-time employees</p> <p>6.5 Full-time employees work an average of 38 hours per week.</p> <p>6.6 Full-time employees can ask for part-time work. If approved, they can go back to full-time work on a date they agree with their employer. This arrangement must be recorded in writing.</p>
<p>6.4. Part-time employees</p> <p>(a) A part-time employee:</p> <p>(i) is engaged to work less than 38 hours per week; and</p> <p>(ii) has reasonably predictable hours of work;</p>	<p>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 on which a full-time employee who does the same kind of</p>	<p>Part-time employees</p> <p>6.7 Part-time employees:</p> <p>(a) work less than 38 hours per week</p> <p>(b) have reasonably predictable hours</p> <p>(c) receive pro-rata pay and</p>

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<p>(iii) except as provided elsewhere in this award, receives on a pro-rata basis pay and conditions equivalent to those of full-time employees who do the same kind of work.</p> <p>(b) 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>(i) the hours worked each day;</p> <p>(ii) which days of the week the employee will work;</p> <p>(iii) the actual starting and finishing times of each day;</p> <p>(iv) that any variation will be in writing;</p> <p>(v) that the minimum daily engagement is three hours;</p> <p>(vi) all time worked in excess of agreed hours is paid at the overtime rate; and</p> <p>(vii) the times of taking and the duration of meal breaks.</p>	<p>work is engaged.</p> <p>(b) On engaging a part-time employee, the employer must agree in writing with the employee:</p> <p>(i) the number of ordinary 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.</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;</p> <p>(ii) for each ordinary hour worked, the employee must be paid in accordance with clause 12.1;</p> <p>(iii) for each hour worked in excess of the agreed number of ordinary hours, the employee must be paid at the overtime rate in accordance with clause 16.2;</p> <p>(iv) subject to this clause, the agreement can only be varied, permanently or temporarily, by the parties in writing.</p>	<p>conditions equivalent to full-time employees who do the same kind of work, unless this award states otherwise.</p> <p>6.8 When they start, part-time employees and employers must agree in writing to a regular pattern of work. This arrangement must specify at least:</p> <p>(a) the days the employee will work</p> <p>(b) the number of hours each day</p> <p>(c) daily start and finish times</p> <p>(d) the length of meal breaks and meal break times</p> <p>(e) that the minimum work shift is three hours</p> <p>(f) that if the employee works more than the agreed hours, the overtime rate applies to those extra hours</p> <p>(g) that any variation to this arrangement will be in writing.</p>
<p>(c) Variation to regular pattern of work</p> <p>(i) Any agreement to vary the regular pattern of work will be made in writing before the variation</p>	<p>(d) The employer must keep the original of any agreement or variation and give a copy to the employee.</p>	<p>Varying the regular pattern of work</p> <p>6.9 The employer and employee can agree to vary the regular pattern of work</p>

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<p>occurs.</p> <p>(ii) Any agreement to vary the agreed hours may be either a permanent agreed variation to the pattern of work or a temporary agreed variation (e.g. a single shift or roster period). The varied hours will be the ‘agreed hours’ for the purposes of clause 6.4(d).</p> <p>(iii) The agreement and variation will be retained by the employer and a copy given to the employee.</p> <p>(d) For each ordinary hour worked, a part-time employee will be paid the minimum hourly rate of pay for the relevant classification in clause 10.1.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(f) Rosters</p> <p>(i) A part-time employee’s roster, but not the agreed number of hours, may be altered:</p> <ul style="list-style-type: none"> • by the employer giving the employee seven days’ written notice; or • in the case of an emergency, by the employer giving the employee 48 hours’ written notice; or • at any time by mutual agreement between the employer and the employee. <p>(ii) Rosters will not be changed from week to week, or fortnight to fortnight.</p> <p>(iii) Rosters will not be changed to avoid any award entitlements.</p> <p>(g) An employee who does not meet the</p>	<p>(e) Subject to clause 7.6(f), the roster of a part-time employee, but not the agreed number of hours, 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 is not to be changed:</p> <p>(i) from pay period to pay period; or</p> <p>(ii) so as to avoid any award entitlement.</p> <p>(g) A part-time employee who has worked the agreed number of hours on any day or in any pay period may agree to work additional hours on the terms applicable to hours worked by a casual employee and up to any maximum applicable to those hours under this award.</p>	<p>temporarily or permanently, but:</p> <p>(a) the variation must be made in writing, before it begins</p> <p>(b) employers must give employees a copy of the variation and keep one themselves</p> <p>(c) variations will be considered as ‘agreed hours’ (see clause 6.8(g)).</p> <p>6.10 Employers must pay part-time employees the minimum hourly rate for their classification (see clause 10.1) for each ordinary hour they work.</p> <p>6.11 Employers must roster part-time employees for at least three hours in any shift. If rostered for less, employers must still pay them for the full three hours.</p> <p>6.12 Part-time employees’ rosters, but not the agreed number of hours, can be altered:</p> <p>(a) by employers giving seven days’ written notice</p> <p>(b) in an emergency, by employers giving 48 hours’ written notice</p> <p>(c) at any time, if employers and employees both agree.</p> <p>6.13 Rosters must not be changed from week to week or fortnight to fortnight. They can rotate through cycles, such as a four-week cycle, as long as employees agree, in line with clause</p>

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<p>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 6.5—Casual employment.</p>		<p>6.8. 6.14 Rosters must not be changed to avoid award entitlements. 6.15 Part-time employees who have worked their agreed hours can agree to work extra hours that are not reasonably predictable. Such hours are limited to the daily, weekly or fortnightly maximum hours for casual employees, and are subject to this award’s casual employee provisions.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Example: employer temporarily varies a roster Pharmacy manager Peter asks Julie, a part-time employee, to extend her normal shift the next day. Julie agrees to the temporary variation and initials this change on the weekly roster, which becomes part of her employment record. Peter gives Julie a copy of the variation and keeps a copy for his records.</p> </div>
<p>6.5 Casual employment (a) A casual employee is an employee who is engaged and paid as a casual employee. (b) A casual employee does not have an entitlement to reasonably predictable hours of work. (c) Casual loading</p>	<p>7.7 Casual employment (a) A casual employee does not have an entitlement to reasonably predictable hours of work. (b) The minimum number of hours for which a casual employee may be rostered to work on any day is 3.</p>	<p>Casual employees 6.16 A casual employee is hired and paid as a casual. 6.17 Employees who do not meet the definition of part- or full-time work must be employed as casuals. 6.18 Casual employees are not entitled to</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>For each ordinary hour worked, a casual employee must be paid:</p> <ul style="list-style-type: none"> • the minimum hourly rate; and • a loading of 25% of the minimum hourly rate for the classification in which they are employed. <p>(d) Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>(e) The minimum daily engagement for a casual employee is three hours.</p> <p>(h) Conversion of existing employees</p> <p>(i) No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee.</p> <p>(ii) Where such transfer occurs all leave entitlements accrued will be deemed to be continuous.</p> <p>(iii) 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. This agreement is to be recorded in writing.</p> <p>(i) 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 as a casual employee. These extra hours</p>	<p>(c) Unless casual employees agree to be paid weekly or fortnightly, they must be paid at the end of the rostered hours each day.</p> <p>7.8 Moving between types of employment</p> <p>(a) A full-time or casual employee cannot become a part-time employee without the employee’s written consent.</p> <p>(b) Moving to part-time employment does not affect the continuity of any leave entitlements.</p> <p>(c) A full-time employee:</p> <p>(i) may request to be given part-time work; and</p> <p>(ii) may return to full-time employment at a date agreed with the employer.</p> <p>(d) An agreement mentioned in clause 7.8(c)(ii) must be recorded in writing.</p>	<p>reasonably predictable hours of work.</p> <p>6.19 Casual employees must work at least three hours each day.</p> <p>6.20 For each ordinary hour they work, casual employees must be paid the minimum hourly rate, as per Schedule B, and a casual loading of 25%.</p> <p>6.21 Employers pay this casual loading instead of:</p> <ul style="list-style-type: none"> (a) annual leave and paid personal/carer’s leave (b) notice of termination and redundancy benefits (c) other entitlements of full-time or part-time employment. <p>6.22 Casual employees must be paid at the end of each engagement, or can agree to weekly or fortnightly pay.</p>
<p>7. Classifications</p> <p>7.1 All employees covered by this award must be</p>	<p>8. Classifications</p> <p>8.1 An employer must classify an employee</p>	<p>7 Classifications</p> <p>7.1 All employees must be classified in line</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>classified according to the structure set out in Schedule A—Classification Definitions. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>7.2 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</p>	<p>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 employer determines is required to be exercised in order for the employee 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>with Schedule A.</p> <p>7.2 Employers must advise employees of their classification, and any changes, in writing.</p> <p>7.3 Employers will classify employees based on the skills required by the employer.</p>
<p>Part 3—Hours of Work</p> <p>8. Ordinary hours of work and rostering</p> <p>8.1 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>8.2 Ordinary hours and roster cycles</p> <p>(a) Ordinary hours may be worked between 7.00 am and midnight, Monday to Sunday.</p> <p>(b) Hours of work on any day will be continuous, except for rest breaks and meal breaks.</p> <p>(c) Hours of work must not exceed 12 hours per day.</p> <p>(d) The ordinary hours of work for a full-time employee will be 38 hours per week.</p> <p>(e) A full-time employee’s ordinary weekly hours may be averaged over a period of two consecutive weeks.</p> <p>(f) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.</p>	<p>Part 3—Hours of Work</p> <p>9. Ordinary hours of work</p> <p>9.1 Ordinary hours may be worked on any day between 7.00 am and midnight.</p> <p>9.2 Ordinary hours of work are continuous, except for rest breaks and meal breaks.</p> <p>9.3 The maximum number of ordinary hours that can be worked by an employee on any day is 12.</p> <p>9.4 Nothing in this clause affects the shop trading hours of a community pharmacy under relevant State or Territory legislation.</p>	<p>Part 3: Ordinary hours of work</p> <p>8 Ordinary hours of work and rostering</p> <p>8.1 This section does not alter the trading hours set by state or territory laws.</p> <p>8.2 Ordinary hours and roster cycles must meet the following conditions:</p> <p>(a) ordinary hours are between 7 am and midnight every day</p> <p>(b) hours of work on any day will be continuous, except for rest and meal breaks</p> <p>(c) ordinary hours of work must not be more than 12 hours a day</p> <p>(d) ordinary hours of work for full-time employees are 38 hours per week, but can be averaged over two consecutive weeks</p> <p>(e) ordinary hours for part-time and casual employees must be in line with clause 6.</p> <p>8.3 Ordinary time shifts must be limited to:</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)												
		<table border="1"> <thead> <tr> <th data-bbox="1581 293 1688 395">Employment type</th> <th data-bbox="1720 309 1827 373">Minimum shift</th> <th data-bbox="1854 309 1962 373">Maximum shift</th> </tr> </thead> <tbody> <tr> <td data-bbox="1592 469 1677 501">Casual</td> <td data-bbox="1720 469 1827 501">3 hours</td> <td data-bbox="1854 469 1962 501">12 hours</td> </tr> <tr> <td data-bbox="1592 564 1677 628">Part-time</td> <td data-bbox="1720 564 1827 596">3 hours</td> <td data-bbox="1854 564 1962 596">12 hours</td> </tr> <tr> <td data-bbox="1592 660 1677 724">Full-time</td> <td data-bbox="1720 676 1805 708">None</td> <td data-bbox="1854 676 1962 708">12 hours</td> </tr> </tbody> </table> <p>(a)</p>	Employment type	Minimum shift	Maximum shift	Casual	3 hours	12 hours	Part-time	3 hours	12 hours	Full-time	None	12 hours
Employment type	Minimum shift	Maximum shift												
Casual	3 hours	12 hours												
Part-time	3 hours	12 hours												
Full-time	None	12 hours												
<p>8.3 Rostering—Permanent employees (a) The following roster requirements will apply to permanent employees: (i) Ordinary hours will be rostered to provide employees with two consecutive days off each week or three consecutive days off in a two week period. (ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days. (iii) Except as provided for in clause 8.3(a)(iv), ordinary hours may not be rostered over more than five days in a week. (iv) 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>10. Rostering arrangements 10.1 The following rostering arrangements apply to permanent employees: (a) employees must be rostered to work ordinary hours in such a way that they have: (i) 2 consecutive days off each week; or (ii) 3 consecutive days off in a 2 week period; (b) subject to clause 10.1(c), employees must not be rostered to work ordinary hours on more than 5 days in a week; (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; (d) employees must not be rostered to work</p>	<p>8.4 In their rosters, for ordinary hours, permanent employees are entitled to: (a) two consecutive days off weekly, or three consecutive days off fortnightly (b) work no more than five days in a week, unless they work six days in one week and four (or fewer) in the next week (c) work ordinary and extra hours on no more than six consecutive days (d) have three consecutive days off every four weeks, including a Saturday and Sunday, if they regularly work Sundays.</p> <p>8.5 Employees can ask for alternative</p>												

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>(v) An employee may be rostered to work on a maximum of three Sundays in any four week cycle and must have three consecutive days off every four weeks, including a Saturday and Sunday.</p> <p>(b) Alternative rostering arrangements</p> <p>(i) The rostering requirements in clause 8.3(a) will not apply where an employee makes a written request and the employer agrees to other arrangements.</p> <p>(ii) The agreement must be recorded in the time and wages record.</p> <p>(iii) It cannot be a condition of employment that an employee make a request for alternative rostering arrangements.</p> <p>(iv) An employee may terminate the agreement by giving four weeks’ notice to the employer. The notice does not need to be given where the agreement terminates on an agreed date or at the end of an agreed period. This provision does not apply to part-time employees’ agreed pattern of work under clause 6.4(b).</p> <p>(v) The rostering provision of clause 8.3(a)(v) does not apply to a part-time employee whose agreed hours under clause 6.4(b)(ii) provide that the employee will:</p> <ul style="list-style-type: none"> • work on either or both Saturday and Sunday each week; and • have at least two consecutive days off work each week. 	<p>(whether ordinary hours or overtime) on more than 6 consecutive days;</p> <p>(e) employees may be rostered to work (whether ordinary hours or overtime) on up to 3 Sundays in a 4 week cycle if they are 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 does not apply to the extent that the employer and employee agree different arrangements 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 for it to end automatically on a day, or at the end of a period, specified in it.</p> <p>10.7 An employee cannot be required by a condition of employment to make a request under clause 10.3 .</p> <p>10.8 Nothing in clause 10.5 applies to an agreement under clause 7.6(b).</p>	<p>rostering arrangements in writing. The employer must record this arrangement in their time and wages record.</p> <p>8.6 Employers cannot ask employees to request these arrangements as a condition of employment.</p> <p>8.7 Employees can end alternative rostering arrangements by giving four weeks’ notice. They do not need to give notice if the arrangement has an agreed end date or timeframe. However, this provision does not apply to part-time employees’ regular pattern of work under clause 6.8.</p> <p>8.8 Clause 8.4(d) does not apply to part-time employees whose agreed hours under clause 6.8(a) require them to:</p> <ul style="list-style-type: none"> (a) work on either or both Saturday and Sunday each week, and (b) have at least two consecutive days off each week.
<p>9. Breaks</p>	<p>11. Breaks</p>	<p>9 Breaks</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)																								
<p>9.1 An employee working four or more hours on any day will be entitled to a 10 minute paid rest break.</p> <p>9.2 An employee working more than five hours on any day will be entitled to an unpaid meal break of at least 30 minutes but no more than one hour, plus a 10 minute paid rest break.</p> <p>9.3 An employee working 7.6 or more hours on any day will be entitled to an unpaid meal break of at least 30 minutes but no longer than one hour, plus two 10 minute paid rest breaks, provided that:</p> <p>(a) the meal breaks are to be taken after at least 2.5 hours and not later than five hours work; and</p> <p>(b) the rest breaks are not to be taken in the first hour of work or in the first hour after the meal break.</p> <table border="1" data-bbox="192 879 781 1318"> <thead> <tr> <th>Ordinary hours per day</th> <th>Break</th> </tr> </thead> <tbody> <tr> <td>4 hours and up to and including 5 hours</td> <td>One 10 minute paid rest break</td> </tr> <tr> <td>More than 5 and less than 7.6 hours</td> <td>One 10 minute paid rest break One 30 to 60 minute unpaid meal break</td> </tr> <tr> <td>7.6 hours or more</td> <td>Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break</td> </tr> </tbody> </table>	Ordinary hours per day	Break	4 hours and up to and including 5 hours	One 10 minute paid rest break	More than 5 and less than 7.6 hours	One 10 minute paid rest break One 30 to 60 minute unpaid meal break	7.6 hours or more	Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break	<p>11.1 An employee who works on any day the number of ordinary hours specified in an item of column 1 of Table 1 is entitled to a break or breaks as specified in column 2 of that Table opposite that item.</p> <p>Table 1 – Entitlements to meal and rest break(s)</p> <table border="1" data-bbox="810 485 1404 884"> <thead> <tr> <th>Column 1</th> <th>Column 2</th> </tr> </thead> <tbody> <tr> <td>4 hours and up to and including 5 hours</td> <td>One 10 minute paid rest break</td> </tr> <tr> <td>More than 5 and less than 7.6 hours</td> <td>One 10 minute paid rest break One 30 to 60 minute unpaid meal break</td> </tr> <tr> <td>7.6 hours or more</td> <td>Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break</td> </tr> </tbody> </table> <p>11.2 A meal break cannot be taken in the first 2.5 hours, or after 5 hours, of work.</p> <p>11.3 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	Column 2	4 hours and up to and including 5 hours	One 10 minute paid rest break	More than 5 and less than 7.6 hours	One 10 minute paid rest break One 30 to 60 minute unpaid meal break	7.6 hours or more	Two 10 minute paid rest breaks One 30 to 60 minute unpaid meal break	<p>9.1 Employees are entitled to the following breaks:</p> <table border="1" data-bbox="1576 347 1995 1078"> <thead> <tr> <th>Ordinary hours per day</th> <th>Break</th> </tr> </thead> <tbody> <tr> <td>More than 4 and up to and including 5 hours</td> <td>One 10-minute paid rest break</td> </tr> <tr> <td>More than 5 and up to 7.6 hours</td> <td>One 10-minute paid rest break One 30 to 60-minute unpaid meal break</td> </tr> <tr> <td>7.6 hours or more</td> <td>Two 10-minute paid rest breaks One 30 to 60-minute unpaid meal break</td> </tr> </tbody> </table> <p>9.2 Unpaid meal breaks must be between 30 and 60 minutes long. Employees must take meal breaks after working for between 2.5 and 5 hours.</p> <p>9.3 Paid rest breaks must be at least 10 minutes long. Employees must not take rest breaks in the first hour of work or the first hour after a meal</p>	Ordinary hours per day	Break	More than 4 and up to and including 5 hours	One 10-minute paid rest break	More than 5 and up to 7.6 hours	One 10-minute paid rest break One 30 to 60-minute unpaid meal break	7.6 hours or more	Two 10-minute paid rest breaks One 30 to 60-minute unpaid meal break
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		<p>break.</p> <p>Example: pharmacist taking meal break on the premises Sally is a pharmacist at Winterfel Pharmacy. Monday was a public holiday and Sally was the only pharmacist on duty, so she had to stay in the pharmacy during her meal break. Sally was entitled to an on-premise meal allowance (see clause 12.6–7). Even if Sally is interrupted while taking her breaks, she is still entitled to them.</p>																																																								
<p>Part 4—Wage and Allowances 10. Minimum wages 10.1 Adult employees (a) An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="192 1011 784 1378"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate \$</th> <th>Minimum hourly rate \$</th> <th>Casual hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Pharmacy Assistants</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>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>Pharmacy</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$	Pharmacy Assistants				Level 1	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				<p>Part 4—Wages and Allowances 12. Wages 12.1 An employer must pay an employee in accordance with Table 2 for ordinary hours worked by the employee: (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 (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; and (c) for an adult casual employee with a classification specified in column 1, wages at the minimum casual hourly rate specified opposite that classification in column 4; and</p>	<p>Part 4: Wages and allowances 10 Minimum wage 10.1 Employers must pay the minimum wage for ordinary hours that employees work between 7 am and midnight, Monday to Sunday. These rates do not include penalties and allowances (see Schedule B).</p> <table border="1" data-bbox="1451 1046 2049 1378"> <thead> <tr> <th>Classification</th> <th>weekly \$</th> <th>hourly \$</th> <th>Casual hourly \$</th> </tr> </thead> <tbody> <tr> <td>Pharmacy Assistants</td> <td></td> <td></td> <td></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>Pharmacy</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Classification	weekly \$	hourly \$	Casual hourly \$	Pharmacy Assistants				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			
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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)				Plain Language Exposure Draft clause (FWC)				Plain English Draft Clause (PGA)			
Students				Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$	Students			
1 st year of course	721.50	18.99	23.74	Pharmacy Assistants				1 st year of course	721.50	18.99	23.74
2 nd year of course	738.70	19.44	24.30	Level 1	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	Level 2	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	Level 3	764.90	20.13	25.16	4 th year of course	796.30	20.96	26.20
Pharmacy Interns				Level 4	796.30	20.96	26.20	Pharmacy Interns			
First half of training	806.80	21.23	26.54	Pharmacy Students				First half of training	806.80	21.23	26.54
Second half of training	834.40	21.96	27.45	1 st year of course	721.50	18.99	23.74	Second half of training	834.40	21.96	27.45
Pharmacist	943.90	24.84	31.05	2 nd year of course	738.70	19.44	24.30	Pharmacist	943.90	24.84	31.05
Experienced pharmacist	1033.80	27.21	34.01	3 rd year of course	764.90	20.13	25.16	Experienced pharmacist	1033.80	27.21	34.01
Pharmacist in charge	1058.00	27.84	34.80	4 th year of course	796.30	20.96	26.20	Pharmacist in charge	1058.00	27.84	34.80
Pharmacist manager	1179.10	31.03	38.79	Pharmacy Interns				Pharmacist manager	1179.10	31.03	38.79
				First half of training	806.80	21.23	26.54				
				Second half of training	834.40	21.96	27.45				
				Pharmacist	943.90	24.84	31.05				

b) A summary of hourly rates of pay including

10.2 Pharmacy students move to the next

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<p>overtime and penalties is provided in Schedule B of this Award.</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>	Experienced pharmacist	1033.80	27.21	34.01	<p>pay point when they start their next academic year, not at the end of the academic year or on 1 January, or on the anniversary of their employment.</p>
	Pharmacist in charge	1058.00	27.84	34.80	<p>Example: pharmacy student completing her first year Suzie is a first year student employed at Gardencity Pharmacy. University finishes in November and she is due to start her second year on 20 February the following year. Suzie will move to the next pay point on 20 February, not in November or on 1 January.</p>
	Pharmacist manager	1179.10	31.03	38.79	<p>10.3 Pharmacy interns move to the next pay point after they have completed the first half of their supervised practice.</p>
<p>10.3 Payment of wages (a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight. (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</p>	<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 A pharmacy student is only treated as being in a particular year of a course from day 1 of term 1 of that year of the course.</p> <p>12.3 Subject to clause 12.2, a pharmacy student beginning a Master of Pharmacy course is treated as being in the 3rd year of a course.</p> <p>12.4 The employer may determine the pay period of an employee, which must be either weekly or fortnightly.</p> <p>12.5 Wages must be paid for a pay period according to the number of hours worked by the employee in the period.</p> <p>12.6 Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.</p> <p>12.7 Employers must notify employees in writing about which day is the regular pay day.</p>				<p>Paying wages</p> <p>10.6 Employers must pay wages weekly or fortnightly.</p> <p>10.7 In line with section 536 of the Act, employers must give employees pay slips within one working day of paying them. The Act also specifies what information must be on pay slips.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>weeks' written notice to the employee of such change. 10.3(b) re pay slips deleted in accordance with para [35] [2014] FWCFB 9412</p>	<p>12.8 The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks written notice. 12.9 For employees eligible for a supported wage, see Schedule D—Supported Wage System. 12.10 For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>	<p>→ <u>536</u> Employer obligations in relation to pay slips</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Example: full-time employee working different hours over two weeks</p> <p>Michael is a full-time employee who gets paid weekly but is rostered fortnightly. In the first week of March, he is only rostered to work for 30 hours. However, he is paid for 38 hours.</p> <p>In the second week of March, Michael works 46 hours. This is his usual 38 hours, plus the extra 8 ordinary hours from the previous week. Michael is paid 46 hours' at the ordinary rate.</p> </div> <p>10.8 Schedule D explains how to pay employees who are eligible for a supported wage due to a disability. Schedule E explains how to pay trainees.</p>
<p>10.2 Junior employee Junior employees will be paid the following percentage of the appropriate wage rate for pharmacy</p>	<p><i>Note: This clause has been moved to clause 12.1(d) and appears here for comparative purposes only.</i></p> <p>(d) for an employee who is under 21 years of age and classified as a pharmacy assistant, at the</p>	<p>Junior employee wages</p> <p>10.4 Employers must pay junior employees the following percentage of the appropriate rate for their pharmacy assistant classification (see</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)		Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)														
Age	% of weekly wage	following percentage of the minimum rate that would otherwise be applicable under Table 2: (i) 45% for an under 16 year old; (ii) 50% for a 16 year old; (iii) 60% for a 17 year old; (iv) 70% for an 18 year old; (v) 80% for a 19 year old; (vi) 90% for a 20 year old.	clause 10.1).														
Under 16 years of age	45		<table border="1"> <thead> <tr> <th>Age</th> <th>% of weekly wage</th> </tr> </thead> <tbody> <tr> <td>Under 16</td> <td>45</td> </tr> <tr> <td>16</td> <td>50</td> </tr> <tr> <td>17</td> <td>60</td> </tr> <tr> <td>18</td> <td>70</td> </tr> <tr> <td>19</td> <td>80</td> </tr> <tr> <td>20</td> <td>90</td> </tr> </tbody> </table>	Age	% of weekly wage	Under 16	45	16	50	17	60	18	70	19	80	20	90
Age	% of weekly wage																
Under 16	45																
16	50																
17	60																
18	70																
19	80																
20	90																
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																
			10.5 Junior employees move to the next pay point on their birthday. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Example: junior employee turning 17 Jack is 16 and works as a junior pharmacy assistant level 1, receiving 50% of the pharmacy assistant level 1 rate. When Jack turns 17 on 30 May, he will move to the next pay point and receive 60% of the pharmacy assistant level 1 rate. </div>														
10.3 Payment of wages		<i>Note: Clause 10.3 of the Exposure Draft (revised 25 September 2015) has been moved to clause 12.4.</i>															
10.4 Annualised salary (Pharmacists only) (a) An annualised salary for pharmacist employees may be developed. The annual salary		13. Annual salary for pharmacists (a) A pharmacist may agree in writing with their employer to be paid an annual salary that satisfies	11 Annualised salary (pharmacists only) 11.1 Employers can develop annualised salaries for pharmacists to satisfy any														

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>may be in satisfaction of any or all of the following provisions of the award:</p> <p>(i) overtime;</p> <p>(ii) penalty rates;</p> <p>(iii) payments for public holidays taken;</p> <p>(iv) annual leave taken;</p> <p>(v) annual leave loading;</p> <p>(vi) meal allowance; and</p> <p>(vii) meal break on call entitlements.</p> <p>(b) The annual salary paid over a year must be no less than the amount the employee would have received under this award for the work performed over the year (or if the employment ceases before the completion of a year over such lesser period as has been worked).</p> <p>(c) 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>(d) The employee may be represented in discussions relating to the making of an agreement under clause 10.4 by either their union or nominated representative, and any agreement reached under this clause must be</p>	<p>this award in relation to all or any of the following matters:</p> <p>(i) overtime rates;</p> <p>(ii) penalty rates;</p> <p>(iii) payments for public holidays;</p> <p>(iv) payments for annual leave;</p> <p>(v) annual leave loading;</p> <p>(vi) meal allowances;</p> <p>(vii) on premise meal allowances.</p> <p>(b) 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(a).</p> <p>(c) 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>(d) The employer must keep the original of any agreement under clause 13(a) and give a copy to the pharmacist.</p> <p>(e) The employer must keep a record of hours worked each day by a pharmacist who has entered into an agreement under clause 13(a) showing the times at which the pharmacist started and finished work that day.</p> <p>(f) A record mentioned in clause 13(e) must be:</p> <p>(i) countersigned weekly by the pharmacist; and</p> <p>(ii) kept at the place of employment for at least 6 years.</p>	<p>or all of the following provisions of this award:</p> <p>(a) overtime</p> <p>(b) penalty rates</p> <p>(c) payments for public holidays</p> <p>(d) annual leave</p> <p>(e) annual leave loading</p> <p>(f) meal allowance</p> <p>(g) on-premise meal allowance.</p> <p>11.2 Annual salaries must be no less than the amount employees would have received for work done over the year. If the employment ends before one year, the salary must be no less than what they would have received for this time.</p> <p>11.3 When paying an annual salary, employers must:</p> <p>(a) keep a daily record of hours worked, including date, start and finish times</p> <p>(b) ask the employee to countersign this record weekly</p> <p>(c) keep the record at the workplace for at least six years.</p> <p>11.4 When agreeing to this salary, employees can be represented by their union or nominated representative.</p> <p>11.5 Arrangement must be in writing, and the employer must keep a copy.</p> <p>11.6 Annualised salaries are considered as</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)						
		<p>ordinary time, and superannuation is calculated on the full annual amount.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Example: calculating an annualised salary</p> <p>An annualised salary is an arrangement to pay a fixed amount for a year of work. Pharmacists are paid a pre-determined and normally fixed portion of their annual amount weekly or fortnightly.</p> <p>Annual salaries are calculated by projecting weekly wages, penalty payments and allowances for one year, based on a pre-determined working pattern.</p> </div> <p>Example table: calculating an annualised salary</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Minimum requirements</th> <th style="text-align: center;">Value</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">38 hours' ordinary time @ 100%</td> <td style="text-align: center;">$38 \times \\$36$</td> <td style="text-align: center;">1,368.00</td> </tr> </tbody> </table>	Minimum requirements	Value	Total	38 hours' ordinary time @ 100%	$38 \times \$36$	1,368.00
Minimum requirements	Value	Total						
38 hours' ordinary time @ 100%	$38 \times \$36$	1,368.00						

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)		
		2.5 hours' on- premise allowanc e @ 150% (clauses 12.6–7)	2.5 × \$54.00	135.00
		2 hours' overtim e @ 150% (clause 14)	2 × \$54.00	108.00
		Sub total		1,611. 00
		4 weeks' annual leave (not included in package)	4 × 1,611.00	6,444. 00
		Leave loading @ 17.5% (clauses 16.3–5)	6,444.00 × 17.5%	1,127. 70

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)		
			1,127.70 ÷ 52 weeks	21.69
			21.69 + 1,611.00	1,632. 69
		Annualis ed weekly salary		1,632. 69
		Annualis ed salary		84,899 .70
		Superan nuation of 9.5% on annualis ed salary	84,899.70 × 9.5%	8,065. 49
		Total package d salary	84,899.70 + 8065.49	92,965 .19
		Hourly rate	1,787.79 ÷ 40 hours	44.694 8
10.5 Supported wage system 10.6 National training wage	<i>These clauses will be dealt with in Part B of the process</i>			
11. Allowances	14. Allowances	12 Allowances		

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>11.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p> <p>11.2 Expense related allowances</p> <p>(a) Meal allowance</p> <p>(i) An employee who has worked six hours or more during ordinary time and who is then consecutively required to work overtime, or beyond the employee’s ordinary time of ending work, for more than one and a half hours, will be:</p> <ul style="list-style-type: none"> • supplied with an adequate meal by the employer; or • paid a meal allowance of \$17.46. <p>(ii) Where overtime referred to in clause 11.2(a)(i) exceeds four hours a further meal allowance of \$15.64 will be paid.</p> <p>(iii) Clauses 11.2(a)(i) and (ii) will not apply when the employer has advised the employee of the requirement to work overtime on the previous day.</p> <p>(iv) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.</p> <p>(v) No meal allowance will be payable where the additional hours are agreed hours as per clause 6.4(c).</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>The expression “adequate meal” is subjective and uncertain.</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 14.1(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>12.1 Employers must pay employees allowances in line with this clause. See Schedule C for a summary of financial allowances and methods of adjustment.</p> <p>Meal allowances</p> <p>12.2 Employees are entitled to a meal allowance when they:</p> <p>(a) have worked six or more ordinary hours, and</p> <p>(b) then must consecutively work 1.5 hours or more overtime or past the end of their normal shift.</p> <p>12.3 Employers can choose to:</p> <p>(a) give employees an adequate meal, or</p> <p>(b) pay them a meal allowance of \$17.10.</p> <p>12.4 Where the overtime is over four hours, employers must pay a further meal allowance of \$15.32.</p> <p>12.5 Employees are not entitled to meal allowances if:</p> <p>(a) an employer tells an employee they need to work overtime on the previous day</p> <p>(b) the employee could reasonably return home for a meal within the allowed time</p> <p>(c) the extra hours are agreed as per clause 6.8.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>(b) On-premise meal allowance (Pharmacists only) A pharmacist 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 150% of the minimum hourly rate for the period of the meal break, regardless of other penalties that apply on that day.</p>	<p>14.2 On-premise meal allowance (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. (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. (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>On-premise meal allowances</p> <p>12.6 Pharmacists are entitled to an on-premise meal allowance if they have to take their meal break on the premises, due to urgent matters that need a qualified pharmacist.</p> <p>12.7 If clause 12.6 applies, pharmacists will be paid time and a half (150%) of the minimum hourly rate for the meal break, regardless of other penalties on that day.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Example: on-premise meal allowance for a permanent employee Frank is a permanent pharmacist paid \$24.23 per hour. He is the only pharmacist on duty, so he must stay on site for his 30-minute meal break for any urgent matters that arise. Frank is entitled to an on-premise meal allowance. During the 30-minute meal break Frank is paid $\\$24.23 \times 150\% = \\36.34.</p> </div>
<p>(c) Special clothing (i) Where the employer requires an employee to wear any protective or special clothing such as a uniform or other clothing the employer will reimburse the employee for the cost of purchasing the special clothing and the cost of</p>	<p>Clothing allowance (a) This clause applies to an employee who is required to wear special clothing, such as a uniform or protective clothing, that is not supplied or paid for by the employer. (b) The employer must reimburse the employee for</p>	<p>Special clothing allowances</p> <p>12.8 If employers require employees to wear protective or special clothing, like a uniform, they must reimburse them for the cost of buying it or replacing it due to normal wear and tear.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>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>(ii) Where an employee is required to launder any special clothing, the employer who provided that clothing will arrange for its cleaning or will pay:</p> <ul style="list-style-type: none"> • \$6.25 per week to a full-time employee; or • \$1.25 per shift to a part-time or casual employee. 	<p>the cost of purchasing the clothing, including purchasing replacement clothing due to normal wear and tear.</p> <p>(c) The employer must, if the clothing 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 12 • \$1.25 each shift for a part-time or casual employee. 	<p>12.9 This does not apply if employers supply the clothing.</p> <p>12.10 If employees must launder the clothing, the employer can choose to:</p> <ul style="list-style-type: none"> (a) arrange to clean the clothes (b) pay \$6.25 per week to full-time employees (c) pay \$1.25 per shift to part-time or casual employees.
<p>(d) Transfer of employee expenses Where an 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>(e) Transport allowance Where an employer requests an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of \$0.78 cents per kilometre.</p>	<p>14.4 Moving expenses <i>The scope of paragraph (a) is unclear as the meaning of “township” is not certain. Nor is it clear what is meant by “family”.</i></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>14.5 Motor vehicle allowance 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>Transfer of employee expenses</p> <p>12.11 If employers transfer employees from one township to another, they must pay the transfer expenses for the employees and their family. This includes related moving expenses, such as fares and transport charges.</p> <p>Transport allowances</p> <p>12.12 If employers ask employees to use their own vehicle to do their work, employees are entitled to an allowance of \$0.78 cents per kilometre travelled.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>(f) Transport of employees reimbursement (i) An employee will be reimbursed the cost of a taxi fare between the place of employment and the employee’s usual place of residence where:</p> <ul style="list-style-type: none"> • the employee commences and/or finishes work before 7.00 am or after 10.00 pm; and • the employee’s regular means of transport is not available; and • the employee is unable to arrange their own alternative transport. <p>(ii) Clause 11.2(f)(i) 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 (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>Transport of employee reimbursements</p> <p>12.13 Employers must reimburse employees’ taxi fares between the workplace and home when:</p> <ul style="list-style-type: none"> (a) employees start or finish work before 7 am or after 10 pm (b) their regular means of transport are not available, and (c) they cannot arrange their own transport. <p>12.14 Employers do not have to reimburse taxi fares if they arrange suitable transport to or from employees’ homes, at no cost.</p>
<p>12. Superannuation</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>	
<p>Part 5—Penalties and Overtime 13. Overtime 13.1 Reasonable overtime (a) Subject to clause 13.1(b) an employee other than a casual employee may be required to work reasonable overtime at the applicable overtime rate. (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working</p>	<p>Clause 13.1 can be omitted as it deals with a matter covered by the National Employment Standards.</p>	<p>Part 5: Penalties and overtime 14 Overtime 14.1 Employers can require full or part-time employees to work reasonable overtime at the applicable overtime rate (see Schedule B). 14.2 Employees can refuse to work overtime if it would require them to work unreasonable hours, based on: (a) any risk to health and safety</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>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. 		<ul style="list-style-type: none"> (b) the employee’s personal circumstances, including family responsibilities (c) the needs of the workplace or enterprise (d) the amount of notice the employer gave of the required overtime (if any) (e) the amount of notice the employee gave about their intent to refuse (if any) (f) any other relevant matter.
<p>13.2 Definition of overtime</p> <p>(a) For a full-time employee, overtime is paid for additional hours worked at the direction of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(a) to 8.2(e).</p> <p>(b) For a part-time employee, overtime is payable in accordance with clause 6.4(b)(vi).</p>	<p>16.1 An employer must pay a full-time employee at the overtime rate for any hours worked:</p> <ul style="list-style-type: none"> (a) in excess of those mentioned in clauses 7.2 and 9.3; or (b) between midnight and 7.00 am. <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 ordinary hours that the employee has agreed to work under clause 7.6(b). Overtime for casual employees will be considered by a separate Full Bench in casual employment common issue proceedings in matter AM2014/197. NOTE: Under the National Employment Standards (section 62) an employee (whether full-time, part-time or casual) may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining</p>	<p>Definition of overtime</p> <p>14.3 Overtime means extra hours that employers direct employees to work:</p> <ul style="list-style-type: none"> (a) For full-time employees, this means any hours above their ordinary hours, in line with clauses 8.2(c)–(d). (b) For part-time employees, overtime is payable in line with clause 6.8(a)–(c).

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)																														
	whether the additional hours are reasonable or unreasonable.																															
<p>13.3 Payment for overtime (a) The employer will pay to an employee the following rates for overtime worked during the specified period:</p> <table border="1" data-bbox="192 520 786 852"> <thead> <tr> <th>Overtime worked on</th> <th>Overtime rate % if minimum hourly 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> <p>(b) The penalty rates in clause 14.1 are not cumulative on overtime rates. (c) Casual loading is not payable on overtime worked by a casual employee.</p>	Overtime worked on	Overtime rate % if minimum hourly 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>16.3 The overtime rate is the relevant percentage specified in column 2 of Table 3 (depending on when the overtime was worked as specified in column 1 of that Table) of the minimum hourly rate applicable, according to the classification of the employee, under column 3 of Table 2.</p> <p>Table 3—Overtime rates</p> <table border="1" data-bbox="810 632 1404 963"> <thead> <tr> <th>Overtime worked on</th> <th>Overtime rate % if minimum hourly 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> <p>NOTE: Casual loading is not paid on overtime worked by a casual employee. Accordingly, the overtime rate for a casual employee is based on the minimum hourly rate in column 3 of Table 2, not column 4 which includes the 25% casual loading.</p>	Overtime worked on	Overtime rate % if minimum hourly 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>Payment of overtime</p> <p>14.4 Employers must pay the following overtime rates for these periods:</p> <table border="1" data-bbox="1581 488 1944 999"> <thead> <tr> <th>For overtime worked on</th> <th>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> <p>14.5 If employees work overtime, the penalty rates in clause 15 do not apply.</p> <p>Example: employee working overtime on a Wednesday evening Wendy worked overtime on a Wednesday evening. Because penalty rates in clause 15 are not cumulative, she is entitled to the overtime penalty only, not the Wednesday evening</p>	For overtime worked on	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 worked on	Overtime rate % if minimum hourly rate																															
Monday to Saturday – first 2 hours	150																															
Monday to Saturday – after 2 hours	200																															
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For overtime worked on	Overtime rate																															
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Public holiday all day	250%																															

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
		<p>penalty rate.</p> <p>14.6 Casual employees who work overtime will not receive the casual loading on these hours</p>
<p>13.4 Time off instead of payment</p> <p>(a) An employee may elect, with the consent of the employer, to take time off instead of receiving payment for overtime.</p> <p>(b) Time off instead of payment will be taken at a mutually convenient time and within four weeks' of the overtime being worked.</p> <p>(c) Despite clause 13.4(b), where agreed between the employer and employee, time off instead of payment may be accumulated and taken as part of annual leave.</p> <p>(d) For each hour of overtime worked, an employee who elects to take time off instead of payment will be entitled to a period of time off equal to the time worked multiplied by the applicable overtime rate for the period in which the overtime was worked (e.g. where the overtime rate is 150%, one hour of overtime equals one and a half hours of time off, or where the rate is 200%, two hours).</p>	<p>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 of that Table). 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>Time off instead of payment</p> <p>14.7 If the employer agrees, employees can choose to take time off instead of receiving payment for overtime.</p> <p>14.8 Employees must take time off in lieu of overtime when mutually convenient and within four weeks of working the overtime.</p> <p>14.9 Despite clause 14.8, employees can accumulate time off in lieu of overtime and take it as part of annual leave if both parties agree.</p> <p>14.10 For each hour of overtime they work, employees will be entitled to take an hour off, multiplied by the overtime rate.</p> <p>14.11 Time off instead of payment can only be offered for overtime rates, not for any other penalties.</p> <p>Example: employee takes time off instead of payment for overtime Melissa worked eight hours overtime in a fortnight. The first two hours would normally be paid at 150% and the</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)																																
		<p>remaining six hours at 200%. Melissa chose and her employer agreed to take time off instead of payment for this overtime. She is entitled to 15 hours time off instead of payment: (2 hours x 150%) + (6 hours x 200%). Melissa only has this option for overtime. She cannot choose to take time off in lieu of payment for any other penalties she has earned, such as the Saturday penalty rate</p>																																
<p>14. Penalties 14.1 Penalty rates The employer will pay to an employee the following rates for all ordinary hours worked during the specified periods:</p> <table border="1" data-bbox="192 890 784 1369"> <thead> <tr> <th>Hours worked</th> <th>Penalty rate</th> <th>Casual penalty rate (inclusive of casual loading)</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2">% of minimum hourly rate</td> </tr> <tr> <td>Monday to Friday</td> <td></td> <td></td> </tr> <tr> <td>Before 8.00am</td> <td>150</td> <td>175</td> </tr> <tr> <td>Between 7.00pm and 9.00pm</td> <td>125</td> <td>150</td> </tr> </tbody> </table>	Hours worked	Penalty rate	Casual penalty rate (inclusive of casual loading)		% of minimum hourly rate		Monday to Friday			Before 8.00am	150	175	Between 7.00pm and 9.00pm	125	150	<p>17. Penalty rates 17.1 An employer must pay an employee in accordance with Table 4 for ordinary hours worked by the employee during a period specified in column 1 of that Table: (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; or (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.</p> <p>Table 4—Penalty rates</p> <table border="1" data-bbox="813 1289 1406 1396"> <thead> <tr> <th>Hours worked</th> <th>Penalty rate</th> <th>Casual penalty rate (inclusive of</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Hours worked	Penalty rate	Casual penalty rate (inclusive of				<p>15 Penalty rates 15.1 Employers must pay the following penalty rates for ordinary hours worked during these times: Penalty rates table</p> <table border="1" data-bbox="1599 890 2065 1380"> <thead> <tr> <th>Day</th> <th>Period</th> <th>Penalty rate</th> <th>Casual penalty rate (including casual loading)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Monday to Friday</td> <td>7 am to 8 am</td> <td>150%</td> <td>175%</td> </tr> <tr> <td>8 am</td> <td>Ordinary</td> <td>Ordinary</td> </tr> </tbody> </table>	Day	Period	Penalty rate	Casual penalty rate (including casual loading)	Monday to Friday	7 am to 8 am	150%	175%	8 am	Ordinary	Ordinary
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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)			Plain Language Exposure Draft clause (FWC)			Plain English Draft Clause (PGA)			
Between 9.00pm and midnight	150	175			casual loading)		to 7 pm	ry time (100%)	y time (125%)
Saturday				% of minimum hourly rate					
Before 8.00am	200	225	Monday to Friday				7 pm to 9 pm	125%	150%
Between 8.00am and 6.00pm	125	150	Before 8.00am	150	175		9 pm to midnight	150%	175%
Between 6.00pm and 9.00pm	150	175	Between 7.00pm and 9.00pm	125	150		7 am to 8 am	200%	225%
Between 9.00om and midnight	175	200	Between 9.00pm and midnight	150	175		8 am to 6 pm	125%	150%
Sunday - all day	200	225	Saturday				6 pm to 9 pm	150%	175%
Public holidays – all day	250	275	Before 8.00am	200	225		9 pm to midnight	175%	200%
			Between 8.00am and 6.00pm	125	150		7 am to midnig	200%	225%
			Between 6.00pm and 9.00pm	150	175				
			Between 9.00om and midnight	175	200				
			Sunday - all day	200	225				
			Public holidays – all day	250	275				
See Schedule B for a summary of hourly rates of pay including overtime and penalties									

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)								
	<p>17.2 Penalty rates are not cumulative on overtime rates. NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.</p>	<table border="1" data-bbox="1601 264 2049 478"> <tr> <td></td> <td>ht</td> <td></td> <td></td> </tr> <tr> <td>Public holiday</td> <td>7 am to midnight</td> <td>250%</td> <td>275%</td> </tr> </table> <p>15.2 See Schedule B for a summary of rates of pay including penalties. 15.3 Pharmacists who must attend to urgent matters during their meal break may also be entitled to payment in line with clauses 12.6–7.</p>		ht			Public holiday	7 am to midnight	250%	275%
	ht									
Public holiday	7 am to midnight	250%	275%							
Part 6—Leave, Public Holidays and Other NES Entitlements	<i>This clause will be dealt with in Part B of the process</i>									
15. Annual leave	<i>This clause will be dealt with in Part B of the process</i>									
16. Personal/carer’s leave and compassionate leave	<i>This clause will be dealt with in Part B of the process</i>									
17. Parental leave and related entitlements	<i>This clause will be dealt with in Part B of the process</i>									
18. Public holidays	<i>This clause will be dealt with in Part B of the process</i>									
19. Community service leave	<i>This clause will be dealt with in Part B of the process</i>									
20. Termination of employment	<i>This clause will be dealt with in Part B of the process</i>									
21. Redundancy	<i>This clause will be dealt with in Part B of the process</i>									
Part7—Consultation and Dispute Resolution	<i>This clause will be dealt with in Part B of the process</i>									

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
23. Dispute resolution	<i>This clause will be dealt with in Part B of the process</i>	
<p>Schedule A—Classification Definitions</p> <p>A.1 Pharmacy Assistant Level 1 is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p>A.2 Pharmacy Assistant Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.</p> <p>A.3 Pharmacy Assistant Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level.</p> <p>(a) A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p>(b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p>(c) A Pharmacy Assistant, who for the majority of 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</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) to supervise pharmacy assistants levels 1 or 2; or</p> <p>(b) to assist a pharmacist in the dispensing section of a community pharmacy; or</p> <p>(c) to 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</p>	<p><i>Schedule A: Classification definitions</i></p> <p>A.1 Pharmacy assistant level 1</p> <p>A1.1 Employees who have started work in a community pharmacy for the first time, or do not have any qualifications in community pharmacy.</p> <p>A.2 Pharmacy assistant level 2</p> <p>A2.1 Employees who have developed the competencies for a Certificate II in Community Pharmacy, as set by the National Quality Council or any successor (NQC).</p> <p>A.3 Pharmacy assistant level 3</p> <p>A3.1 Employees who have developed the competencies for a Certificate III in Community Pharmacy, as set by the NQC, and are required by their employer to work at this level.</p> <p>A3.2 Employees at this level may need to supervise level 1 and 2 pharmacy assistants.</p> <p>A3.3 Dispensary assistants.</p> <p>A3.4 Pharmacy assistants who, for most of their duties, help with extemporaneous preparations in a compounding laboratory or compounding section of a community pharmacy.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)
<p>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>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.4 Pharmacy assistant level 4</p> <p>A4.1 Employees who have developed the competencies for a Certificate IV in Community Pharmacy and are required by their employer to work at this level.</p> <p>A4.2 Level 4 pharmacy assistants may need to supervise level 1, 2 and 3 assistants.</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.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</p>	<p>A.5 Pharmacist</p> <p>A5.1 Employees who are registered as pharmacists under the relevant state or territory law.</p> <p>A.6 Experienced pharmacist</p> <p>A6.1 Pharmacists with at least four years' full-time experience, or the part-time equivalent, as a community pharmacist.</p> <p>A.7 Pharmacist in charge</p> <p>A7.1 Pharmacists who are responsible for the daily supervision and functioning of a community pharmacy (not just the dispensary) and are appointed as pharmacist in charge by their employer.</p> <p>A.8 Pharmacist manager</p> <p>A8.1 Pharmacists responsible to the proprietor for all aspects of the business.</p> <p>A.9 Pharmacy student</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)				
<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>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>A9.1 Employees who are studying an accredited course leading to registration as a pharmacist.</p> <p>A.10 Pharmacy intern</p> <p>A10.1 Employees who have passed an accredited course leading to registration as a pharmacist, and are doing any pre-registration training that state or territory law requires.</p>				
<p>Schedule B—Summary of Hourly Rates of Pay</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>					
<p>Schedule C—Summary of Monetary Allowances</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>					
<p>Schedule D—Supported Wage System</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>					
<p>Schedule E—National Training Wage</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>					
<p>Schedule F—2014 Part-day public holidays</p>	<p><i>This clause will be dealt with in Part B of the process</i></p>					
<p>Schedule G—Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>community pharmacy means any business conducted by the employer in premises:</p> <ul style="list-style-type: none"> • that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or • are located in a State or Territory where no legislation operates to provide for the 	<p>Schedule G—Definitions</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth).</p> <p>community pharmacy means a business conducted on premises:</p> <p>(a) that are established wholly or partly for compounding or dispensing prescriptions or selling medicines or drugs; and</p> <p>(b) from which other goods may be sold by retail; and</p> <p>(c) that, if required to be registered under legislation for the regulation of pharmacies in force</p>	<p><i>Definitions</i></p> <table border="1" data-bbox="1464 1066 2011 1177"> <thead> <tr> <th data-bbox="1464 1066 1615 1129">Term</th> <th data-bbox="1615 1066 2011 1129">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="1464 1129 1615 1177">The Act</td> <td data-bbox="1615 1129 2011 1177">The <i>Fair Work Act 2009</i> (Cth).</td> </tr> </tbody> </table>	Term	Definition	The Act	The <i>Fair Work Act 2009</i> (Cth).
Term	Definition					
The Act	The <i>Fair Work Act 2009</i> (Cth).					

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)							
registration of pharmacies; and • that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and • where other goods may be sold by retail.	in the place in which they are located, are so registered.	Community pharmacy	Any business run by employers in premises: <ul style="list-style-type: none"> • registered under the relevant state or territory legislation for the regulation of pharmacies or • in a state or territory where registration is not required, established wholly or partly to compound or dispense prescriptions or sell any medicines or drugs, where other goods are retailed. 						
<p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p>		<table border="1"> <thead> <tr> <th data-bbox="1444 833 1606 898">Term</th> <th data-bbox="1615 833 2047 898">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="1444 898 1606 1058">Defined benefit member</td> <td data-bbox="1615 898 2047 1058">An employee defined by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).</td> </tr> </tbody> </table>	Term	Definition	Defined benefit member	An employee defined by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).			
Term	Definition								
Defined benefit member	An employee defined by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).								
<p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>	<p>employee means a national system employee as defined by section 13 of the Act.</p> <p>employer means a national system employer as defined by section 14 of the Act.</p> <p>enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the <i>Fair Work (Transitional Provisions and Consequential</i></p>	<table border="1"> <thead> <tr> <th data-bbox="1444 1141 1606 1206">Term</th> <th data-bbox="1615 1141 2047 1206">Definition</th> </tr> </thead> <tbody> <tr> <td data-bbox="1444 1206 1606 1294">Employee</td> <td data-bbox="1615 1206 2047 1294">A national system employee within the meaning of the Act.</td> </tr> <tr> <td data-bbox="1444 1294 1606 1383">Exempt public</td> <td data-bbox="1615 1294 2047 1383">A superannuation scheme defined by the <i>Superannuation</i></td> </tr> </tbody> </table>	Term	Definition	Employee	A national system employee within the meaning of the Act.	Exempt public	A superannuation scheme defined by the <i>Superannuation</i>	
Term	Definition								
Employee	A national system employee within the meaning of the Act.								
Exempt public	A superannuation scheme defined by the <i>Superannuation</i>								

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)	
<p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</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>Definition of ‘small business employer’ deleted as a result of para [35] [2014] FWCFB 9412</p> <p>standard rate means the minimum weekly wage for a Pharmacy Assistant Level 3 in clause 10</p>	<p><i>Amendments) Act 2009 (Cth).</i></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>National Employment Standards, see Part 2-2 of the Act.</p> <p>State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth).</i></p> <p>State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth).</i></p> <p>Table 1 means the Table in clause 11.1.</p> <p>Table 2 means the Table in clause 12.1.</p> <p>Table 3 means the Table in clause 16.3.</p> <p>Table 4 means the Table in clause 17.1.</p>	<p>sector superannuation scheme</p> <hr/> <p>Exempt</p> <hr/> <p>Individual flexibility agreement</p> <hr/> <p>MySuper product</p> <hr/> <p>National system employer or Employer</p> <hr/> <p>National Employment Standards</p>	<p><i>Guarantee (Administration) Act 1992</i> (Cth).</p> <hr/> <p>A condition defined by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).</p> <hr/> <p>A written agreement between an employee and employer that varies some terms of this award to suit their needs, in line with clause 4.</p> <hr/> <p>A superannuation scheme defined by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).</p> <hr/> <p>An employer covered under the Act, which is a Commonwealth law. Employers and employees not covered under the Act are covered under state or territory laws. See NES section 14.</p> <hr/> <p>The National Employment Standards as contained in sections 59–131 of the Act.</p>

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EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain Language Exposure Draft clause (FWC)	Plain English Draft Clause (PGA)	
		(NES)	
		On-hire	The hiring out of an employee by their employer to a client, where the employee works under the general instruction of the client or their representative.
		Small business employer	Employers who employ less than 15 employees, based on the calculations set out in section 23 of the Act.
		Standard rate	The minimum weekly wage for a Pharmacy Assistant Level 3 in clause 10.