

The Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft were made on 25 September 2015, 9 October 2015, 22 July 2016 and 20 January 2017. Changes since the exposure draft was published on 20 January 2017 are as follows:

Publication date	Amendments	Clauses affected
4 July 2017	Inserted new subclause 1.4 (separating subclause 1.3 at the end of the first sentence (“... covered by the award.”).	1.3
4 July 2017	Inserted “containing the classification”.	4.5
4 July 2017	Inserted new sentence “An agreement to work additional hours must be in writing.” at the end of the subclause.	10.12
4 July 2017	Updated rates to reflect outcome of PR592107 . Deleted the word “wage” where it appeared and inserted “rate”.	16 and others
4 July 2017 (not updated on 20 January 2017)	Inserted the word “and” after semi-colons in paragraphs 16.3(a) to (c).	16.3
4 July 2017	Inserted new National Training Wage clause and deleted Schedule E in accordance with PR593808	16.7 Schedule E
4 July 2017	Inserted new subclause 18.8 regarding Broken Hill allowance.	18.8
4 July 2017	Inserted new subclause 20.1.	20.1
4 July 2017	Inserted new subclause 20.2.	20.2
4 July 2017	Payment of overtime clause renumbered to be 20.3.	20.3
4 July 2017	Deleted “to 20.3” and inserted “and 20.2”.	20.3(a)
4 July 2017	Inserted new paragraph (c).	20.3(c)
4 July 2017	Time off instead of payment for overtime clause renumbered to be 20.4.	20.4
4 July 2017	Inserted the word “days” at the end of the subclause.	21.1
4 July 2017	Inserted new penalty rates in accordance with PR593955 .	21.3

Exposure draft – Pharmacy Industry Award 2017

4 July 2017	Deleted the wording in clause 22.2 and inserted new wording.	22.2
4 July 2017	Inserted Annual leave in advance; cashing out of annual leave; excess leave accruals: general provision; excessive leave accruals: direction by employer that leave be taken; excessive leave accruals: request by employee for leave in accordance with PR583047 .	22.4 to 22.8
4 July 2017	Deleted wording in clause 23.3 and inserted new wording	23.3
4 July 2017	Inserted revised definition of Pharmacy assistant level 3 to include dispensary assistant level 3, in accordance with agreed position of interested parties after 18 April 2017 conference.	A.3
4 July 2017	Updated Schedules B and C to reflect PR592107 and PR592270 and PR593955	Schedule B, Schedule C
4 July 2017	Schedule G—Agreement to Take Annual Leave in Advance inserted	Schedule G
4 July 2017	Schedule H—Agreement to Cash Out Annual Leave inserted	Schedule H

EXPOSURE DRAFT

Pharmacy Industry Award 2017

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Pharmacy Industry Award 2010*** as at 5 July 2017. This exposure draft does not seek to amend any entitlements under the ***Pharmacy Industry Award 2010***.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2016/15](#) and [AM2014/209](#). A number of common issues and substantive claims are being dealt with as part of the 4 yearly review of modern awards which may affect this award. Notes appearing in a green text box show the provisions that may be affected.

This exposure draft incorporates Decisions issued on 20 January 2017, 21 March 2017 and 21 June 2017. This exposure draft does not contain plain language versions of the clauses that are *standard* clauses (as described in the [Statement](#) of 15 July 2016 at paragraph [5]).

This draft does not represent the concluded view of the Commission in this matter.

Table of Contents

	Page
Part 1— Application and Operation of this award	5
1. Title and commencement	5
2. Definitions.....	5
3. The National Employment Standards and this award	6
4. Coverage	7
5. Effect of variations made by the Fair Work Commission	8
6. Individual flexibility arrangements	8
7. Facilitative provisions for flexible working practices.....	8
Part 2— Types of Employment and Classifications	9
8. Types of employment.....	9
9. Full-time employment.....	9
10. Part-time employment.....	9
11. Casual employment.....	11
12. Classifications	12
Part 3— Hours of Work	12
13. Ordinary hours of work.....	12
14. Rostering arrangements—full-time and part-time employees	12
15. Breaks.....	13
Part 4— Wages and Allowances	14
16. Minimum rates	14
17. Annualised salary (Pharmacists only).....	17
18. Allowances.....	17
19. Superannuation.....	19
Part 5— Overtime and Penalty Rates	21
20. Overtime.....	21
21. Penalty rates	23
Part 6— Leave and Public Holidays	25
22. Annual leave	25
23. Personal/carer’s leave and compassionate leave.....	29
24. Parental leave and related entitlements	29
25. Public holidays	30
26. Community service leave.....	30

Part 7— Consultation and Dispute Resolution.....	30
27. Consultation about major workplace change	30
28. Consultation about changes to rosters or hours of work	30
29. Dispute resolution	30
Part 8— Termination of employment and Redundancy	30
30. Termination of employment.....	30
31. Redundancy.....	31
32. Transfer to lower paid job on redundancy	31
33. Employee leaving during redundancy notice period.....	31
34. Job search entitlement.....	31
Schedule A —Classification Definitions	32
Schedule B —Summary of Hourly Rates of Pay	34
Schedule C —Summary of Monetary Allowances	39
Schedule D —Supported Wage System.....	40
Schedule E—National Training Wage	41
Schedule F —2017 Part-day public holidays	42
Schedule G —Agreement to Take Annual Leave in Advance	43
Schedule H —Agreement to Cash Out Annual Leave	44

Part 1—Application and Operation of this award

1. Title and commencement

- 1.1 This is the *Pharmacy Industry Award [2017]*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 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 this award.
- 1.4 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.

2. Definitions

In this award:

Act means the [Fair Work Act 2009 \(Cth\)](#).

community pharmacy, see clause 4.1 (Coverage).

dispensary assistant, see Schedule A.3 (Classification Definitions).

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

Fair Work Regulations means the *Fair Work Regulations 2009 (Cth)*.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

National Employment Standards, see Part 2-2 of the [Act](#). Divisions 3 to 12 of the [Act](#) constitute the *National Employment Standards*. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

on-hire means the on-hire of an employee by their employer to a client, where the employee works under the general guidance and instruction of the client or a representative of the client.

standard rate means the minimum rate for a **pharmacy assistant level 3** in clause 16—Minimum rates.

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

Table 1—Facilitative provisions means the Table in clause 7.2

Table 2—Entitlements to meal and rest break(s) means the Table in clause 15.2.

Table 3—Minimum rates means the Table in clause 16.1.

Table 4—Junior rates (Pharmacy Assistants only) means the Table in clause 16.2.

Table 5—Overtime rates means the Table in clause 20.3.

Table 6—Penalty rates means the Table in clause 21.3.

3. The National Employment Standards and this award

3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 3.4 Where a pharmacy does not have a notice board, the award and the [NES](#) may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.

4. Coverage

- 4.1 In this industry award, **community pharmacy** means a business to which all of the following apply:
- (a) the business is established wholly or partly for compounding or dispensing prescriptions for, or selling medicines or drugs to, the general public from the premises on which the business is conducted, whether or not other goods are so sold from those premises; and
 - (b) if required to be registered under legislation for the regulation of pharmacies in force in the place in which the premises on which the business is conducted are located, the business is so registered; and
 - (c) the business is not owned by a hospital or other public institution, or operated by government.
- 4.2 This industry award covers, to the exclusion of any other modern award:
- (a) employers in the community pharmacy industry throughout Australia; and
 - (b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).

Clause 4.3 is subject to submissions. See [\[2017\] FWCFB 3337](#) para [10].

- 4.3 This industry award also covers:
- (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
 - (b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the community pharmacy industry (with a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.
- 4.4 However, this industry award does not cover any of the following:
- (a) employees excluded from award coverage by the [Act](#); or

NOTE: See section 143(7) of the [Act](#).

- (b) employees covered by a modern enterprise award or an enterprise instrument; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or
- (d) employers of employees mentioned in paragraph (a), (b) or (c).

4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the community pharmacy industry who is not covered by this industry award may be covered by an award with occupational coverage.

5. Effect of variations made by the Fair Work Commission

A variation of this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award.

6. Individual flexibility arrangements

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

7. Facilitative provisions for flexible working practices

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision
20.4	Time off instead of payment for overtime
25.3	Substitution of public holidays by agreement

7.3 The agreement must be kept by the employer as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

- (a) a full-time employee; or
- (b) a part-time employee; or
- (c) a casual employee.

8.2 At the time of engaging an employee, the employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

8.3 Moving between types of employment

- (a) A full-time or casual employee can only become a part-time employee with the employee's written consent.
- (b) Moving to part-time employment does not affect the continuity of any leave entitlements.
- (c) A full-time employee:
 - (i) may request to become a part-time employee; and
 - (ii) may return to full-time employment at a date agreed in writing with the employer.

9. Full-time employment

An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.

10. Part-time employment

Part-time provisions will be considered in common issue proceedings in matter [AM2014/196](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of these matters.

10.1 An employee who is engaged to work for fewer ordinary hours than 38 per week (or 76 over 2 consecutive weeks) and whose hours of work are reasonably predictable, is a part-time employee.

10.2 This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.

- 10.3** A part-time employee is entitled to payments in respect of annual leave, personal/carer's leave, compassionate leave or public holidays on a proportionate basis.
- 10.4** At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:
- (a) the number of hours to be worked each day; and
 - (b) the days of the week on which the employee will work; and
 - (c) the times at which the employee will start and finish work each day; and
 - (d) when meal breaks may be taken and their duration.
- 10.5** Any agreement under clause 10.4 must state that any variation agreed by the employer and the employee to any of the matters mentioned in clauses 10.4(a) to 10.4(d) must be in writing and may be of a temporary or permanent nature.
- 10.6** An agreement under clause 10.4 must also state that for each hour worked in excess of the number of ordinary hours agreed under clauses 10.4 and 10.12, the employee must be paid at the overtime rate in accordance with clause 20.1—Application of overtime.
- 10.7** An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.
- 10.8** The employer must keep a copy of any agreement under clause 10.4 or variation of it and give another copy to the employee.
- 10.9** The roster of a part-time employee, but not the number of hours agreed under clause 10.4, may be changed by the employer giving the employee 7 days', or in an emergency 48 hours', written notice of the change.
- 10.10** The roster of a part-time employee, including the number of hours agreed under clause 10.4, may be changed at any time by the employer and employee by mutual agreement.
- 10.11** However, the roster of a part-time employee must not be changed:
- (a) from pay period to pay period; or
 - (b) so as to avoid any award entitlement.
- 10.12** A part-time employee who has worked on any day the number of hours agreed under clause 10.4 may agree to work additional hours on that day on the terms applicable to a casual employee. An agreement to work additional hours must be in writing.

NOTE: If the employer directs a part-time employee to work a reasonable number of hours in excess of the number of ordinary hours they are required to work per week, the employer must pay the employee at the overtime rate specified in clause 20—Overtime for those hours. Clause 10.12, however, allows a part-time employee to agree with their employer to work more than their rostered hours on a particular day and be paid the casual loading instead of the overtime rate for those hours. The

overtime rate must, however, be paid for any hours worked in the circumstances specified in clause 20.1—Application of overtime.

EXAMPLE: After finishing her rostered hours for a day, Alice’s boss, Catherine, asks her to stay and work an additional 2 hours. Catherine explains that Alice is not required to do so as she can arrange for a casual employee to perform the work. Alice is keen on earning some extra money so she agrees to work the additional hours at the casual rate.

- 10.13** However, the total number of hours agreed under clause 10.4 and 10.12 must not exceed the maximum daily hours specified in clause 13.3 (Ordinary hours of work) or full-time employment hours specified in clause 9—Full-time employment.

NOTE: See clause 20—Overtime for rates applicable when agreed additional hours exceed the maximum daily hours or full-time employment hours.

11. Casual employment

- 11.1** An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.

A casual conversion clause will be considered in common issue proceedings in matter [AM2014/197](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of that matter.

- 11.2** The minimum number of hours for which a casual employee may be rostered to work on any day is 3 consecutive hours.

- 11.3** An employer must pay a casual employee for each ordinary hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under clause 16—Minimum rates.

NOTE: Column 2 of Table 3—Minimum rates shows the minimum hourly rate to which the casual loading applies. If an employee is classified as a Pharmacy Assistant, and aged under 21 years, see also clause 16.2—Junior rates (Pharmacy Assistants only).

- 11.4** An employer must pay a casual employee for each ordinary hour worked during periods specified in clause 21—Penalty rates the casual penalty rate (inclusive of casual loading) specified in column 3 of Table 6—Penalty rates.

NOTE: The 25% loading for casual employees applies to ordinary hours worked. The casual loading is not payable on overtime worked as specified in clause 20—Overtime.

- 11.5** The pay period of a casual employee is as determined under clause 16.4—Pay period.

12. Classifications

- 12.1** An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.
- 12.2** The classification by the employer must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.
- 12.3** Employers must notify employees in writing of their classification and of any change to it.

Part 3—Hours of Work

13. Ordinary hours of work

- 13.1** Ordinary hours may be worked on any day between 7.00 am and midnight.
- 13.2** Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 15—Breaks.
- 13.3** The maximum number of ordinary hours that can be worked on any day is 12.
- 13.4** The maximum number of ordinary hours of work per week for a full-time employee is 38 (or 76 ordinary hours over 2 consecutive weeks).

Ordinary hours of work (and overtime) for part-time and casual employment will be considered in common issue proceedings in matters [AM2014/196](#) and [AM2014/197](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of these matters.

- 13.5** The maximum number of ordinary hours of work per week for a part-time employee are as agreed under clause 10—Part-time employment.

14. Rostering arrangements—full-time and part-time employees

- 14.1** The following rostering arrangements apply to full-time and part-time 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 over 2 consecutive weeks;
 - (b)** employees must not be rostered to work ordinary hours on more than 5 days in a week;

- (c) despite paragraph (b), 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 (whether ordinary hours or overtime) on more than 6 consecutive days;
- (e) employees rostered to work (whether ordinary hours or overtime) on 3 Sundays in a 4 week cycle must be rostered to have 3 consecutive days off in that 4 week cycle, including a Saturday and Sunday.

- 14.2** Clause 14.1(e) does not apply to a part-time employee who has agreed under clause 10—Part-time employment to work Saturday or Sunday (or both) each week and have at least 2 consecutive days off.
- 14.3** At the written request of the employee, the employer and the employee may agree to rostering arrangements that are different to those in clause 14.1.
- 14.4** Different arrangements agreed under clause 14.3 must be recorded in the time and wages record.
- 14.5** The employee may end an agreement under clause 14.3 at any time by giving the employer 4 weeks’ notice unless the agreement was made under clause 10.4 (Part-time employment).
- 14.6** An agreement under clause 14.3 may provide that it ends on a particular day or at the end of a particular period.
- 14.7** An employee cannot be required, as a condition of employment, to agree to an arrangement under clause 14.3.

15. Breaks

- 15.1** Clause 15 gives an employee an entitlement to meal breaks and rest breaks.
- 15.2** An employee who works the number of hours on any one day specified in an item of column 1 of Table 2—Entitlements to meal and rest break(s) is entitled to a break or breaks as specified in column 2.

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

Column 1	Column 2
Hours worked per day	Breaks
At least 4 but not more than 5	One 10 minute paid rest break
More than 5 but less than 7.6	One 10 minute paid rest break One 30 to 60 minute unpaid meal break
7.6 or more	Two 10 minute paid rest breaks (not to be taken in the first hour of work or in the first hour of

Column 1	Column 2
Hours worked per day	Breaks
	resuming work after a meal break) One 30 to 60 minute unpaid meal break (to be taken within the first 5 hours of work but not before the first 2.5 hours)

Part 4—Wages and Allowances

16. Minimum rates

16.1 An employer must pay an employee the minimum hourly ~~rate wage~~ specified in column 3 (or for a full-time employee the minimum weekly ~~rate wage~~ specified in column 2) in accordance with the employee classification specified in column 1 of **Table 3—Minimum rates**.

NOTE 1: Provisions for calculating ~~rates wages~~ for an employee who is classified as a pharmacy assistant and aged under 21 years are at clause 16.2—Junior rates (Pharmacy Assistants only).

Table 3—Minimum rates

Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate	Minimum hourly rate
Pharmacy assistant		
Level 1	<u>\$763.20</u>	<u>\$20.08</u>
Level 2	<u>\$781.40</u>	<u>\$20.56</u>
Level 3	<u>\$809.10</u>	<u>\$21.29</u>
Level 4	<u>\$842.30</u>	<u>\$22.17</u>
Pharmacy student		
1 st year of course	<u>\$763.20</u>	<u>\$20.08</u>
2 nd year of course	<u>\$781.40</u>	<u>\$20.56</u>
3 rd year of course	<u>\$809.10</u>	<u>\$21.29</u>
4 th year of course	<u>\$842.30</u>	<u>\$22.17</u>
Pharmacy intern		
1 st half of training	<u>\$853.50</u>	<u>\$22.46</u>
2 nd half of training	<u>\$882.60</u>	<u>\$23.23</u>

Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate	Minimum hourly rate
Pharmacist	<u>\$998.50</u>	<u>\$26.28</u>
Experienced pharmacist	<u>\$1,093.50</u>	<u>\$28.78</u>
Pharmacist in charge	<u>\$1,119.20</u>	<u>\$29.45</u>
Pharmacist manager	<u>\$1,247.20</u>	<u>\$32.82</u>

NOTE 2: Provisions for calculating ~~rates~~ ~~wages~~ for casual employees are at clause 11—Casual employment. Overtime rates are specified in clause 20—Overtime and penalty rates are specified in clause 21—Penalty rates.

NOTE 3: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay including casual ~~wages~~, overtime and penalty rates.

16.2 Junior rates (Pharmacy Assistants only)

An employer must pay an employee, who is classified as a pharmacy assistant and aged as specified in column 1 of **Table 4—Junior rates (Pharmacy Assistants only)**, at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

Table 4—Junior rates (Pharmacy Assistants only)

Column 1 Age	Column 2 % of minimum rate
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

16.3 Pharmacy students

The following applies for determining which year of a course a pharmacy student is in for the purpose of **Table 3—Minimum rates**:

- (a) a year of a course begins on the first day of the relevant academic term; and
- (b) a pharmacy student in the first year of a Master of Pharmacy course is treated as being in the 3rd year of a course; and
- (c) progress through the pharmacy student classification rates is in line with progress through a course; and

- (d) progress through a course for the purpose of paragraph (c) is determined by completing and passing all subjects for a year of a course.

NOTE: A pharmacy student can progress to the next pharmacy student classification rate in less than one year if all subjects for a year of a course are completed and passed in less than one year. A pharmacy student remains at the wage specified for a year of a course until all the required subjects are completed and passed.

16.4 Pay period

- (a) The employer may determine the pay period of an employee as being either weekly or fortnightly.
- (b) Wages must be paid for a pay period according to the number of hours worked by the employee in the period.

NOTE 1: Hours of work may be measured over 2 consecutive weeks.

NOTE 2: The Fair Work Regulations set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid. See Part 3–6, Division 3—Employer obligations in relation to employee records and pay slips.

16.5 Pay day

- (a) Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.
- (b) Employers must notify employees in writing about which day is the regular pay day.
- (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks' written notice.

16.6 Supported wage system

For employees eligible for a supported wage, see Schedule D—Supported Wage System.

16.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pharmacy Industry Award 2010* and not the *Miscellaneous Award 2010*.

17. Annualised salary (Pharmacists only)

The annualised salary clause may be affected by the Full Bench common issue proceedings in matter [AM2016/13](#).

- 17.1** A pharmacist may agree in writing with their employer to be paid an annualised salary that satisfies this award in relation to all or any of the following matters:
- (a) overtime;
 - (b) penalty rates;
 - (c) payments for public holidays;
 - (d) payments for annual leave;
 - (e) annual leave loading;
 - (f) meal allowances;
 - (g) on-premise meal allowances.
- 17.2** A pharmacist may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under clause 17.
- 17.3** An annualised salary must not result in a pharmacist being paid less over a year (or, if the pharmacist's employment is terminated before a year is completed, over the period of that employment) than would have been the case if an annualised salary had not been agreed.
- 17.4** The employer must keep a copy of any agreement under clause 17 and give another copy to the pharmacist.
- 17.5** The employer must keep a record of hours worked each day by a pharmacist who has entered into an agreement under clause 17 showing the times at which the pharmacist started and finished work that day.
- 17.6** A record mentioned in clause 17 must be:
- (a) countersigned weekly by the pharmacist; and
 - (b) kept at the place of employment for at least 6 years.

18. Allowances

- 18.1** Clause 18 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

18.2 Meal allowances

- (a) Clause 18.2 applies to an employee to whom all of the following apply:

- (i) the employee has worked 6 or more ordinary hours on any day; and
 - (ii) the employee is required to work on that day, overtime, or more than 1.5 hours beyond the time at which the employee ordinarily finishes work for the day, unless the hours worked were agreed under clause 10—Part-time employment; and
 - (iii) the employee was not advised of the requirement mentioned in subparagraph (ii) on or before the previous day; and
 - (iv) the employee cannot reasonably return home for a meal within the period of the meal break.
- (b) The employer must:
- (i) pay the employee a meal allowance of **\$18.04**; or
 - (ii) supply the employee with an adequate meal.
- (c) If the number of hours worked under a requirement mentioned in paragraph (a)(ii) exceeds 4, the employer must pay the employee a further meal allowance of **\$16.16**.

18.3 On-premise meal allowance

- (a) Clause 18.3 applies to a pharmacist who is required to take a meal break on the premises so as to attend to urgent matters requiring the involvement of a pharmacist.
- (b) The employer must pay the pharmacist at the penalty rate for the period of the meal break, regardless of other penalty rates to which the pharmacist is entitled.
- (c) In paragraph (b), the penalty rate means **150%** of the minimum hourly rate of the pharmacist. See column 2 of **Table 3—Minimum rates**.

18.4 Clothing allowance

- (a) The employer must reimburse an employee who is required to wear special clothing, such as a uniform or protective clothing, for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.
- (b) If special clothing that is required to be worn by an employee needs to be laundered, the employer must undertake the laundering at no cost to the employee or pay the employee an allowance of:
 - (i) **\$6.25** each week for a full-time employee; or
 - (ii) **\$1.25** each shift for a part-time or casual employee.

18.5 Moving expenses

The term 'township' is subject to submissions. See [\[2017\] FWCFB 3337](#) para [12].

- (a) Clause 18.5 applies if an employer transfers an employee from one township to another.
- (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.

18.6 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.

18.7 Transport reimbursement

- (a) Clause 18.7 applies to an employee to whom all of the following apply:
 - (i) the employee starts work before 7.00 am or starts or finishes work after 10.00 pm; and
 - (ii) the employee's regular means of transport is not available; and
 - (iii) the employee is unable to arrange their own alternative means of transport; and
 - (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.
- (b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.

18.8 Broken Hill allowance

The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of **\$34.63** per week.

19. Superannuation

19.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity

to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Retail Employees Superannuation Trust (REST);
- (b) Guildsuper;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave.
- (b) **Work-related injury or illness**—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

20. Overtime

NOTE: Under the [NES](#) (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

Overtime for casual employees will be considered by a separate Full Bench in casual employment common issue proceedings in matter AM2014/197.

20.1 Application of overtime

An employer must pay an employee at the overtime rate, as specified in clause 20.3, for any hours worked at the direction of the employer:

- (a) in excess of 38 hours per week (or 76 ordinary hours over 2 consecutive weeks); or
- (b) in excess of 12 hours on any day; or
- (c) that are not continuous, except for breaks to which the employee is entitled under clause 15—Breaks; or
- (d) between midnight and 7.00 am; or
- (e) outside the rostering arrangements specified in clause 14.1 (Rostering arrangements—full-time and part-time employees).

20.2 An employer must pay a part-time employee at the overtime rate for each hour worked in excess of the number of hours that the employee has agreed to work under clauses 10.4 and 10.12 (Part-time employment).

20.220.3 Payment of overtime

- (a) An employer must pay an employee for all overtime worked as prescribed in clause 20.1 ~~and 20.2 to 20.3~~ the overtime rate specified in column 2 of **Table 5—Overtime rates** in accordance with when the overtime was worked as specified in column 1 of that table.
- (b) The overtime rate specified in column 2 of **Table 5—Overtime rates** must be applied to the applicable minimum rate for the employee classification in accordance with clause 16—Minimum rates.

Table 5—Overtime rates

Column 1	Column 2
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%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

- (c) Casual loading is not payable on overtime worked by a casual employee.

20.320.4 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply, in relation to overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

21. Penalty rates

Table 6 has been updated to incorporate the [determination](#) in AM2015/305.

- 21.1 Clause 21 sets out penalty rates for ordinary hours worked at specified times or on specified [days](#).

NOTE: Clause 20—Overtime prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

- 21.2 Penalty rates are not cumulative on overtime rates.

21.3 Payment of penalty rates

- (a) An employer must pay a full-time or part-time employee in accordance with column 2 of **Table 6—Penalty rates**, and a casual employee in accordance with column 3 of that table, for hours worked by the employee during a period specified in column 1 of that table.
- (b) The penalty rate specified in column 2 or 3 of **Table 6—Penalty rates** must be applied to the applicable minimum rate for the employee classification in accordance with clause 16—Minimum rates.

NOTE 1: **Table 3—Minimum rates** shows the minimum hourly rate applicable under clause 16—Minimum rates. If an employee is classified as a pharmacy

assistant and aged under 21, see also clause 16.2—Junior rates (Pharmacy Assistants only).

Table 6—Penalty rates

Column 1	Column 2	Column 3
For hours worked on	Full-time and part-time penalty rate	Casual penalty rate (inclusive of casual loading)
Monday to Friday		
Between 7.00 am and 8.00 am	150%	175%
Between 7.00 pm and 9.00 pm	125%	150%
Between 9.00 pm and midnight	150%	175%
Saturday		
Between 7.00 am and 8.00 am	200%	225%
Between 8.00 am and 6.00 pm	125%	150%
Between 6.00 pm and 9.00 pm	150%	175%
Between 9.00 pm and midnight	175%	200%
<u>Sunday</u>		
<u>Between 7.00 am and 9.00 pm</u> <u>(1 July 2017 to 30 June 2018)</u>	<u>195%</u>	<u>220%</u>
<u>Between 7.00 am and 9.00 pm</u> <u>(1 July 2018 to 30 June 2019)</u>	<u>180%</u>	<u>205%</u>
<u>Between 7.00 am and 9.00 pm</u> <u>(1 July 2019 to 30 June 2020)</u>	<u>165%</u>	<u>190%</u>
<u>Between 7.00 am and 9.00 pm</u> <u>(From 1 July 2020)</u>	<u>150%</u>	<u>175%</u>
<u>Sunday</u>		
<u>Before 7.00 am and after 9.00 pm</u>	<u>200%</u>	<u>225%</u>
<u>Public holidays—all day</u>	<u>225%</u>	<u>250%</u>

NOTE 2: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.

Part 6—Leave and Public Holidays

22. Annual leave

The annual leave clause will be affected by common issue proceedings in matter [AM2014/47](#).

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

22.1 Annual leave is provided for in the [NES](#).

22.2 Additional leave for certain shiftworkers

A **shiftworker**, for the purposes of the [NES](#), is an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

22.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate prescribed in clause 16—Minimum rates of this award in addition to their minimum rate of pay. Annual leave loading payment is payable on leave accrued.

(b) The loading will be as follows:

(i) **Day work**

Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—**17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

~~22.4—Paid leave in advance of accrued entitlement~~

~~(a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued.~~

~~(b) Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.~~

22.522.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.4 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.622.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.5 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.5.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.5.

NOTE 3: An example of the type of agreement required by clause 22.5 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out Schedule H—Agreement to Cash Out Annual Leave.

22.722.6 Excessive leave accruals: general provision

NOTE: Clauses 22.6 to 22.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.822.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See paragraph 22.7(b)(i).

NOTE 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.922.8 Excessive leave accruals: request by employee for leave

- (a) Clause 22.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:

 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:

 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

23. Personal/carer's leave and compassionate leave

23.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

23.2 Evidence requirements

- (a) For the purposes of section 107(3) of the [Act](#), an employee is entitled to one day's absence per year for leave of the kind in section 97(a) of the [Act](#) (unfit for work because of personal illness or injury) without being required to provide a statutory declaration as to the reasons for the absence.
- (b) Where any absence exceeds 3 consecutive days, the employer may require the production of a medical certificate from a legally qualified medical practitioner.

23.3 Casual employees

- (a) A casual employee is entitled to be unavailable for work or to leave work to care for a person who requires care or support because of:
 - (i) illness or an injury; or
 - (ii) an emergency.

~~is sick and requires care and support; or~~
~~requires care due to an emergency.~~
- (b) 48 hours' absence is allowed by right, with additional absence by agreement.
- (c) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under clause 23.3.
- (d) Casual employees are not entitled to paid leave under clause 16.3(a) (Pharmacy students).

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

25. Public holidays

Clause 25 is subject to the outcome of the Penalty Rates Full Bench [AM2014/305](#)

25.1 Public holiday entitlements are provided for in the [NES](#).

25.2 Where an employee works on a public holiday they will be paid in accordance with clause 21.3—Payment of penalty rates.

25.3 Substitution of public holidays by agreement

The employer and an individual employee may, by agreement, substitute another day for a public holiday. Where there is no agreement, the employer may substitute another day but not so as to give the employee less time off work than the employee would have had if the employee had received the public holiday.

26. Community service leave

Community service leave entitlements are provided for in the [NES](#).

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

28. Consultation about changes to rosters or hours of work

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

29. Dispute resolution

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

Part 8—Termination of employment and Redundancy

30. Termination of employment

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

31. Redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

32. Transfer to lower paid job on redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

33. Employee leaving during redundancy notice period

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

34. Job search entitlement

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 PR591212

Schedule A—Classification Definitions

A.1 Pharmacy assistant level 1 is an employee working as a pharmacy assistant in a community pharmacy who has not acquired the competencies required to hold a qualification in Community Pharmacy and is not covered by any other classification in this Schedule.

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.

A.3 Pharmacy assistant level 3/Dispensary 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.

A pharmacy assistant/dispensary assistant level 3 may be required by the employer to:

(a) supervise pharmacy assistants levels 1 or 2; or

(b) perform the duties of a dispensary assistant, that is:

(i) work in the dispensary performing dispensing duties under the direct supervision of a pharmacist; or

(ii) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties.

~~(i) ; or~~

~~(b) perform the duties of a dispensary assistant, that is, assist a pharmacist in:~~

~~(i) ordering, unpacking and repacking stock; or~~

~~(ii) preparing dispensing labels; or~~

~~(iii) attaching labels (whether of a dispensing, cautionary or advisory nature) to stock; or~~

~~(iv) gathering non-clinical information; or~~

~~(v) collating prescriptions; or~~

~~(vi) delivering professional services such as the preparation of dose administration aids, collating staged supply medicines or performing other administrative tasks.~~

A.4 Pharmacy assistant level 4 is an employee who has acquired the competencies required to be the holder of a Certificate IV in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.

A pharmacy assistant level 4 may be required by the employer to supervise pharmacy assistants levels 1, 2 or 3.

- A.5 **Pharmacy student** is an employee who is undertaking training as part of an approved program of study, as defined by the Health Practitioner Regulation National Law.
- A.6 **Pharmacy intern** is an employee who has satisfied the examination requirements of an accredited program of study, as defined by the Health Practitioner Regulation National Law, and who is undertaking clinical training.
- 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).
- 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.
- A.9 **Pharmacist in charge** is an employee who is a pharmacist who assumes responsibility for the day to day supervision and functioning of the community pharmacy.
- 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.

Schedule B—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time employees

B.1.1 Full-time and part-time employees—ordinary and Monday to Friday penalty rates

	Ordinary hours	Monday to Friday		
		Morning—before 8.00 am	Evening—7.00 pm to 9.00 pm	Evening—9.00 pm to midnight
	% of minimum hourly rate			
	100%	150%	125%	150%
Pharmacy Assistant Level 1	<u>\$20.08</u>	<u>\$30.12</u>	<u>\$25.10</u>	<u>\$30.12</u>
Pharmacy Assistant Level 2	<u>\$20.56</u>	<u>\$30.84</u>	<u>\$25.70</u>	<u>\$30.84</u>
Pharmacy Assistant Level 3	<u>\$21.29</u>	<u>\$31.94</u>	<u>\$26.61</u>	<u>\$31.94</u>
Pharmacy Assistant Level 4	<u>\$22.17</u>	<u>\$33.26</u>	<u>\$27.71</u>	<u>\$33.26</u>
Pharmacy Students 1st year of course	<u>\$20.08</u>	<u>\$30.12</u>	<u>\$25.10</u>	<u>\$30.12</u>
Pharmacy Students 2nd year of course	<u>\$20.56</u>	<u>\$30.84</u>	<u>\$25.70</u>	<u>\$30.84</u>
Pharmacy Students 3rd year of course	<u>\$21.29</u>	<u>\$31.94</u>	<u>\$26.61</u>	<u>\$31.94</u>
Pharmacy Students 4th year of course	<u>\$22.17</u>	<u>\$33.26</u>	<u>\$27.71</u>	<u>\$33.26</u>
Pharmacy Intern - First half of training	<u>\$22.46</u>	<u>\$33.69</u>	<u>\$28.08</u>	<u>\$33.69</u>
Pharmacy Intern - Second half of training	<u>\$23.23</u>	<u>\$34.85</u>	<u>\$29.04</u>	<u>\$34.85</u>
Pharmacist	<u>\$26.28</u>	<u>\$39.42</u>	<u>\$32.85</u>	<u>\$39.42</u>
Experienced Pharmacist	<u>\$28.78</u>	<u>\$43.17</u>	<u>\$35.98</u>	<u>\$43.17</u>
Pharmacist in Charge	<u>\$29.45</u>	<u>\$44.18</u>	<u>\$36.81</u>	<u>\$44.18</u>
Pharmacist Manager	<u>\$32.82</u>	<u>\$49.23</u>	<u>\$41.03</u>	<u>\$49.23</u>

B.1.2 Full-time and part-time employees—penalty rates for Saturday, Sunday and public holiday rates

	Saturday				Sunday ¹	Public holiday ²
	Before 8.00 am	Between 8.00 am and 6.00 pm	Between 6.00 pm and 9.00 pm	9.00 pm to midnight		
	% of minimum hourly rate					
	200%	125%	150%	175%	<u>195%</u>	<u>225%</u>
Pharmacy Assistant Level 1	<u>\$40.16</u>	<u>\$25.10</u>	<u>\$30.12</u>	<u>\$35.14</u>	<u>\$39.16</u>	<u>\$45.18</u>
Pharmacy Assistant Level 2	<u>\$41.12</u>	<u>\$25.70</u>	<u>\$30.84</u>	<u>\$35.98</u>	<u>\$40.09</u>	<u>\$46.26</u>
Pharmacy Assistant Level 3	<u>\$42.58</u>	<u>\$26.61</u>	<u>\$31.94</u>	<u>\$37.26</u>	<u>\$41.52</u>	<u>\$47.90</u>
Pharmacy Assistant Level 4	<u>\$44.34</u>	<u>\$27.71</u>	<u>\$33.26</u>	<u>\$38.80</u>	<u>\$43.23</u>	<u>\$49.88</u>
Pharmacy Students 1st year of course	<u>\$40.16</u>	<u>\$25.10</u>	<u>\$30.12</u>	<u>\$35.14</u>	<u>\$39.16</u>	<u>\$45.18</u>
Pharmacy Students 2nd year of course	<u>\$41.12</u>	<u>\$25.70</u>	<u>\$30.84</u>	<u>\$35.98</u>	<u>\$40.09</u>	<u>\$46.26</u>
Pharmacy Students 3rd year of course	<u>\$42.58</u>	<u>\$26.61</u>	<u>\$31.94</u>	<u>\$37.26</u>	<u>\$41.52</u>	<u>\$47.90</u>
Pharmacy Students 4th year of course	<u>\$44.34</u>	<u>\$27.71</u>	<u>\$33.26</u>	<u>\$38.80</u>	<u>\$43.23</u>	<u>\$49.88</u>
Pharmacy Intern - First half of training	<u>\$44.92</u>	<u>\$28.08</u>	<u>\$33.69</u>	<u>\$39.31</u>	<u>\$43.80</u>	<u>\$50.54</u>
Pharmacy Intern - Second half of training	<u>\$46.46</u>	<u>\$29.04</u>	<u>\$34.85</u>	<u>\$40.65</u>	<u>\$45.30</u>	<u>\$52.27</u>
Pharmacist	<u>\$52.56</u>	<u>\$32.85</u>	<u>\$39.42</u>	<u>\$45.99</u>	<u>\$51.25</u>	<u>\$59.13</u>
Experienced Pharmacist	<u>\$57.56</u>	<u>\$35.98</u>	<u>\$43.17</u>	<u>\$50.37</u>	<u>\$56.12</u>	<u>\$64.76</u>
Pharmacist in Charge	<u>\$58.90</u>	<u>\$36.81</u>	<u>\$44.18</u>	<u>\$51.54</u>	<u>\$57.43</u>	<u>\$66.26</u>
Pharmacist Manager	<u>\$65.64</u>	<u>\$41.03</u>	<u>\$49.23</u>	<u>\$57.44</u>	<u>\$64.00</u>	<u>\$73.85</u>
<u>¹ Sunday rate from 1 July 2017 – 30 June 2018</u>						
<u>² Public holiday rate from 1 July 2017</u>						

B.1.3 Overtime rates—all employees

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Pharmacy Assistant Level 1	<u>\$30.12</u>	<u>\$40.16</u>	<u>\$40.16</u>	<u>\$50.20</u>
Pharmacy Assistant Level 2	<u>\$30.84</u>	<u>\$41.12</u>	<u>\$41.12</u>	<u>\$51.40</u>
Pharmacy Assistant Level 3	<u>\$31.94</u>	<u>\$42.58</u>	<u>\$42.58</u>	<u>\$53.23</u>
Pharmacy Assistant Level 4	<u>\$33.26</u>	<u>\$44.34</u>	<u>\$44.34</u>	<u>\$55.43</u>
Pharmacy Students 1st year of course	<u>\$30.12</u>	<u>\$40.16</u>	<u>\$40.16</u>	<u>\$50.20</u>
Pharmacy Students 2nd year of course	<u>\$30.84</u>	<u>\$41.12</u>	<u>\$41.12</u>	<u>\$51.40</u>
Pharmacy Students 3rd year of course	<u>\$31.94</u>	<u>\$42.58</u>	<u>\$42.58</u>	<u>\$53.23</u>
Pharmacy Students 4th year of course	<u>\$33.26</u>	<u>\$44.34</u>	<u>\$44.34</u>	<u>\$55.43</u>
Pharmacy Intern - First half of training	<u>\$33.69</u>	<u>\$44.92</u>	<u>\$44.92</u>	<u>\$56.15</u>
Pharmacy Intern - Second half of training	<u>\$34.85</u>	<u>\$46.46</u>	<u>\$46.46</u>	<u>\$58.08</u>
Pharmacist	<u>\$39.42</u>	<u>\$52.56</u>	<u>\$52.56</u>	<u>\$65.70</u>
Experienced Pharmacist	<u>\$43.17</u>	<u>\$57.56</u>	<u>\$57.56</u>	<u>\$71.95</u>
Pharmacist in Charge	<u>\$44.18</u>	<u>\$58.90</u>	<u>\$58.90</u>	<u>\$73.63</u>
Pharmacist Manager	<u>\$49.23</u>	<u>\$65.64</u>	<u>\$65.64</u>	<u>\$82.05</u>

B.2 Casual employees

B.2.1 Casual employees—ordinary and Monday to Friday penalty rates

	Ordinary hours	Monday to Friday		
		Morning—before 8.00 am	Evening—7.00 pm to 9.00 pm	Evening—9.00 pm to midnight
% of minimum hourly rate				
	125%	175%	150%	175%
Pharmacy Assistant Level 1	<u>\$25.10</u>	<u>\$35.14</u>	<u>\$30.12</u>	<u>\$35.14</u>
Pharmacy Assistant Level 2	<u>\$25.70</u>	<u>\$35.98</u>	<u>\$30.84</u>	<u>\$35.98</u>
Pharmacy Assistant Level 3	<u>\$26.61</u>	<u>\$37.26</u>	<u>\$31.94</u>	<u>\$37.26</u>
Pharmacy Assistant Level 4	<u>\$27.71</u>	<u>\$38.80</u>	<u>\$33.26</u>	<u>\$38.80</u>
Pharmacy Students 1st year of course	<u>\$25.10</u>	<u>\$35.14</u>	<u>\$30.12</u>	<u>\$35.14</u>
Pharmacy Students 2nd year of course	<u>\$25.70</u>	<u>\$35.98</u>	<u>\$30.84</u>	<u>\$35.98</u>
Pharmacy Students 3rd year of course	<u>\$26.61</u>	<u>\$37.26</u>	<u>\$31.94</u>	<u>\$37.26</u>
Pharmacy Students 4th year of course	<u>\$27.71</u>	<u>\$38.80</u>	<u>\$33.26</u>	<u>\$38.80</u>
Pharmacy Intern - First half of training	<u>\$28.08</u>	<u>\$39.31</u>	<u>\$33.69</u>	<u>\$39.31</u>
Pharmacy Intern - Second half of training	<u>\$29.04</u>	<u>\$40.65</u>	<u>\$34.85</u>	<u>\$40.65</u>
Pharmacist	<u>\$32.85</u>	<u>\$45.99</u>	<u>\$39.42</u>	<u>\$45.99</u>
Experienced Pharmacist	<u>\$35.98</u>	<u>\$50.37</u>	<u>\$43.17</u>	<u>\$50.37</u>
Pharmacist in Charge	<u>\$36.81</u>	<u>\$51.54</u>	<u>\$44.18</u>	<u>\$51.54</u>
Pharmacist Manager	<u>\$41.03</u>	<u>\$57.44</u>	<u>\$49.23</u>	<u>\$57.44</u>

B.2.2 Casual employees—penalty rates for Saturday, Sunday and public holiday rates

	Saturday				Sunday ¹	Public holiday ²
	Before 8.00 am	Between 8.00 am and 6.00 pm	Between 6.00 pm and 9.00 pm	9.00 pm to midnight		
	% of minimum hourly rate					
	225%	150%	175%	200%	<u>220%</u>	<u>250%</u>
Pharmacy Assistant Level 1	<u>\$45.18</u>	<u>\$30.12</u>	<u>\$35.14</u>	<u>\$40.16</u>	<u>\$44.18</u>	<u>\$50.20</u>
Pharmacy Assistant Level 2	<u>\$46.26</u>	<u>\$30.84</u>	<u>\$35.98</u>	<u>\$41.12</u>	<u>\$45.23</u>	<u>\$51.40</u>
Pharmacy Assistant Level 3	<u>\$47.90</u>	<u>\$31.94</u>	<u>\$37.26</u>	<u>\$42.58</u>	<u>\$46.84</u>	<u>\$53.23</u>
Pharmacy Assistant Level 4	<u>\$49.88</u>	<u>\$33.26</u>	<u>\$38.80</u>	<u>\$44.34</u>	<u>\$48.77</u>	<u>\$55.43</u>
Pharmacy Students 1st year of course	<u>\$45.18</u>	<u>\$30.12</u>	<u>\$35.14</u>	<u>\$40.16</u>	<u>\$44.18</u>	<u>\$50.20</u>
Pharmacy Students 2nd year of course	<u>\$46.26</u>	<u>\$30.84</u>	<u>\$35.98</u>	<u>\$41.12</u>	<u>\$45.23</u>	<u>\$51.40</u>
Pharmacy Students 3rd year of course	<u>\$47.90</u>	<u>\$31.94</u>	<u>\$37.26</u>	<u>\$42.58</u>	<u>\$46.84</u>	<u>\$53.23</u>
Pharmacy Students 4th year of course	<u>\$49.88</u>	<u>\$33.26</u>	<u>\$38.80</u>	<u>\$44.34</u>	<u>\$48.77</u>	<u>\$55.43</u>
Pharmacy Intern - First half of training	<u>\$50.54</u>	<u>\$33.69</u>	<u>\$39.31</u>	<u>\$44.92</u>	<u>\$49.41</u>	<u>\$56.15</u>
Pharmacy Intern - Second half of training	<u>\$52.27</u>	<u>\$34.85</u>	<u>\$40.65</u>	<u>\$46.46</u>	<u>\$51.11</u>	<u>\$58.08</u>
Pharmacist	<u>\$59.13</u>	<u>\$39.42</u>	<u>\$45.99</u>	<u>\$52.56</u>	<u>\$57.82</u>	<u>\$65.70</u>
Experienced Pharmacist	<u>\$64.76</u>	<u>\$43.17</u>	<u>\$50.37</u>	<u>\$57.56</u>	<u>\$63.32</u>	<u>\$71.95</u>
Pharmacist in Charge	<u>\$66.26</u>	<u>\$44.18</u>	<u>\$51.54</u>	<u>\$58.90</u>	<u>\$64.79</u>	<u>\$73.63</u>
Pharmacist Manager	<u>\$73.85</u>	<u>\$49.23</u>	<u>\$57.44</u>	<u>\$65.64</u>	<u>\$72.20</u>	<u>\$82.05</u>
<u>¹ Sunday rate from 1 July 2017 – 30 June 2018</u>						
<u>² Public holiday rate from 1 July 2017</u>						

Schedule C—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

The following wage-related allowances are based on the standard rate defined in clause 2—Definitions as the minimum weekly rate for a pharmacy assistant level 3 in Table 3—Minimum rates = \$809.10.

<u>Allowance</u>	<u>Clause</u>	<u>% of standard rate</u>	<u>\$ per week</u>
<u>Broken Hill allowance</u>	18.8	<u>4.28%</u>	<u>\$34.63</u>

C.1.C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 18—Allowances:

Allowance	Clause	\$
Meal allowance		
Overtime which exceeds 1.5 hours' overtime	18.2(b)(i)	<u>\$18.04</u> per occasion
Overtime which exceeds 4 hours	18.2(c)	<u>\$16.16</u> per occasion
Special clothing allowance		
Full-time employee	18.4(b)(i)	\$6.25 per week
Part-time or casual employee	18.4(b)(ii)	\$1.25 per shift
Motor vehicle allowance	18.6	\$0.78 per km

C.1.C.2.1 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Special clothing allowance	Clothing and footwear group
Transport allowance	Private motoring sub-group

Schedule D—Supported Wage System

This Schedule has not been drafted in plain language, pending the outcome of [AM2013/30](#).

Schedule E—National Training Wage

The National Training Wage schedule is affected by [AM2014/17](#).

Schedule F—2017 Part-day public holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This Schedule has not been drafted in plain language.

- F.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#). Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year’s Eve (31 December 2017) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

This schedule is an interim provision and subject to further review.

Schedule G—Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: _____ hours/days

The leave in advance will commence on: ____ / ____ /20____

Signature of employee: _____

Date signed: ____ / ____ /20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____ / ____ /20____

Schedule H—Agreement to Cash Out Annual Leave

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$ _____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____ / ____ /20

Signature of employee: _____

Date signed: ____ / ____ /20

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____ / ____ /20