



Report from Plain language modern award pilot

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Executive summary

- [1] In September 2015, the Fair Work Commission (the Commission) commenced a plain language modern award pilot (the Pilot). The objective of the Pilot was to create a plain language draft of the *Pharmacy Industry Award 2010* (Pharmacy Industry Award) that is simpler and easier to understand than the Pharmacy Industry Award without changing the legal effect of any award term.
- [2] The Pilot was conducted as part of the Commission's 4 yearly review of modern awards and in line with the Commission's commitment to reducing the complexity of modern awards.
- [3] The Pilot involved re-drafting the Pharmacy Industry Award exposure draft¹ which was revised on 25 September 2015 for this purpose.
- [4] The plain language draft of the Pharmacy Industry Award was prepared by a plain language drafting expert, Eamonn Moran PSM QC, and was informed by research undertaken by Commission staff that has been published throughout the process.
- [5] The Pilot focused on clauses that are specific to the Pharmacy Industry Award, referred to as 'Part A' clauses. The clauses that have broader applicability than the Pharmacy Industry Award have been referred to as 'Part B' clauses. Plain language drafting guidelines were developed as part of the Pilot and applied to all Part A and Part B clauses (see [Attachment A](#) for a summary of the Guidelines).
- [6] The plain language draft was refined based on feedback from industrial parties and from user testing conducted with community pharmacy industry employers and employees during the Pilot. The user testing was undertaken on the Part A clauses by Wallis Market and Social Research, an external provider engaged by the Commission, in January–April 2016.² The application of plain language drafting principles, together with assistance from parties to AM2014/209 and valuable contributions from community pharmacy employers and employees has generated a plain language draft that is simpler and easier to understand than the current Pharmacy Industry Award.
- [7] Some issues have been identified during the Pilot that will need to be addressed in future Commission processes and proceedings.
- [8] A copy of the plain language draft generated from the Pilot is presented at [Attachment B](#) of this report. It is presented as a comparison to the exposure draft that it is based on. This attachment includes all Part A clauses and many Part B clauses. Part B clauses not published in Attachment B will be attached to Statements to be issued in due course.
- [9] The Commission will arrange further consultation processes and proceedings with parties to AM2014/209 on the plain language draft and issue directions in due course.

¹ The Pharmacy Industry Award exposure draft – 25 September 2015 can be viewed at: <https://www.fwc.gov.au/sites/awardsmodernfouryr/Revised-exposure-draft-pharmacy-25Sep15.pdf>.

² A report of findings from the user resting is available at: <https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-report-FWC-210416.pdf>

[10] The Commission will also arrange other consultation processes and proceedings as described in the Next Steps section of this report (see paragraphs 91–96).

Introduction and purpose of the report

[11] Section 156 of the *Fair Work Act 2009* (the Act) requires the Commission to review all modern awards every four years. In a Statement issued on 17 March 2014³ the Commission stated that the first 4 yearly review of modern awards (the Review) would comprise of an Initial stage, dealing with jurisdictional issues, a Common issues stage and an Award stage.

[12] As part of the Award stage of the Review, the Commission has conducted a Pilot to produce a plain language exposure draft.

[13] A Statement issued by the President on 22 September 2015⁴ establishing the Pilot foreshadowed that a report on the Pilot, along with the plain language draft of the Pharmacy Industry Award, would be published in April 2016.

[14] This report provides relevant background information to describe the genesis of the Pilot, the scope and conduct of the Pilot and the findings from the Pilot. The plain language exposure draft of the Pharmacy Industry Award generated from the Pilot is at **Attachment B**.

[15] Findings from user-testing conducted with community pharmacy employers and employees as part of the Pilot are summarised in this report. A full report from the user testing has been published on the Commission's website.⁵

[16] This report also outlines the next steps for the Commission in terms of how it may consider the plain language draft as part of the Review.

Background to the Pilot

Simplifying modern awards

[17] The modern awards objective, in s.134 of the Act, is central to the Review. The modern awards objective requires the Commission to take into account “the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia that avoids unnecessary overlap of modern awards”⁶.

[18] Since the commencement of the Review, the Commission has undertaken a number of steps to reduce complexity of modern awards including:

- The release of the Commission's ‘Guide to Award Stage’⁷ in June 2014, which outlines that modern awards should “avoid technical jargon and use simple

³ [2014] FWC 1790

⁴ [2015] FWC 6555, paras 9–14.

⁵ The report from user testing is available at:

<https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-report-FWC-210416.pdf>

⁶ *Fair Work Act 2009*, s. 134(1)(g).

⁷ The Guide, released by Commission staff on 16 June 2014, is designed to provide assistance to parties on the objectives and processes involved in the award stage (as distinct from the common

language while ensuring provisions are precise and legally enforceable” and that the Commission would seek “the views of parties on any research material produced such as draft awards or model clauses”.⁸

- The release of qualitative ‘citizen co-design’ research in September 2014 (undertaken with small business operators) which reviewed the usability of a selection of modern awards and an Exemplar Award⁹ to address some of the structural issues identified in modern awards. This research has informed the Commission’s approach to preparing exposure drafts and its approach to further simplifying awards.
- The release of exposure drafts prepared by Commission staff as part of the Award Stage, taking into account the principles set out in the Guide to Award Stage’ and findings from the ‘citizen co-design’ research.¹⁰

[19] The Commission’s continuing commitment to simplifying modern awards was demonstrated by a Review Full Bench in July 2015 which observed that:

[6] ‘At the outset we would observe that the decision to redraft and modify the language used in modern awards was not taken lightly. This Full Bench has predominantly been dealing with technical and drafting matters, with claims to make substantive variations to modern awards being referred to other Full Benches to consider on their merits based on the evidence presented. Staff of the Fair Work Commission under guidance from the Full Bench have sought to simplify and standardise language across modern awards to remove ambiguity and make awards simpler and easier to understand, consistent with the statutory direction to take into account the “need to ensure a simple easy to understand stable and sustainable modern award system” (s.134(1)(g) of the *Fair Work Act 2009* (the Act)).

[7] Some parties have resisted this process but the fact that there has been so much debate about the actual entitlements of an employee under various award provisions confirms the needs for such a review. An award should be able to be read by an employer or employee without needing a history lesson or paid advocate to interpret how it is to apply in the workplace.’¹¹

[20] The purpose of the Pilot has been to create a plain language exposure draft which is both simpler and easier for employees and employers to understand than the current Award.’¹²

issues stage). It is available at: <https://www.fwc.gov.au/documents/sites/awardsmodernfouryr/4-yearly-review-Guide-to-Award-Stage.pdf>

⁸ <https://www.fwc.gov.au/documents/sites/awardsmodernfouryr/4-yearly-review-Guide-to-Award-Stage.pdf> see paras 30 and 32.

⁹ The Exemplar award was prepared by Commission staff

<http://www.fwc.gov.au/documents/sites/awardsmodernfouryr/Exemplar-award.pdf>

¹⁰ <https://www.fwc.gov.au/documents/sites/awardsmodernfouryr/4-yearly-review-Guide-to-Award-Stage.pdf>, para 20.

¹¹ [2015] FWCFB 4658, paras 6-7.

¹² [2015] FWC 6555, para. 11.

Selection of the Pharmacy Industry Award for the Pilot

- [21] In December 2014, an exposure draft based on the Pharmacy Industry Award, prepared by Commission staff, was published. The exposure draft incorporated agreed variations emerging from the Review as well as applying changes to simplify the award.
- [22] In February and March 2015, industrial parties to the review of the Pharmacy Industry Award (AM 2014/209) made submissions to the Commission on a number of issues relating to the exposure draft.¹³
- [23] A submission from the Pharmacy Guild of Australia (the Pharmacy Guild) attaching a 'Plain English Draft' was received and published by the Commission on 31 March 2015.¹⁴ The draft was prepared by the Plain English Foundation and was provided in support of the Guild's submission that "a modern award should be written in a way that is appropriate for the audience".¹⁵
- [24] Correspondence and submissions were received from other parties to AM2014/209 in relation to the Pharmacy Guild submission of the Plain English Draft. Other parties opposed the Plain English Draft.
- [25] In April 2015, parties discussed the Plain English Draft submitted by the Pharmacy Guild at a conference convened by Commissioner Bissett. Parties decided to set discussions of the Plain English Draft aside because it had highlighted ambiguity of meaning and because agreement could not be reached regarding what 'plain' language was.¹⁶
- [26] On 2 September 2015, the President held a Conference to inform parties to AM2014/209 of the Commission's intent to conduct the Pilot and that the Pharmacy Industry Award was selected for the Pilot. Transcript from the Conference is published on the Commission's website.¹⁷

¹³ Exposure Draft Pharmacy Industry Award 2014, available from

<http://www.fwc.gov.au/documents/sites/awardsmodernfouryr/Exposure-draft-pharmacy.pdf>

¹⁴ To view all materials submitted as part of the review of the review of the Pharmacy Industry Award 2010 (AM2014/209), please refer to the Commission's website: <https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000012?m=AM2014/209>

¹⁵ Pharmacy Guild of Australia submission, 31 March 2015 at p.1,

<http://www.fwc.gov.au/documents/sites/awardsmodernfouryr/AM2014209-sub-PGA-310315.pdf>.

¹⁶ Charlene Wellard on behalf of the Pharmacy Guild of Australia, Transcript of Proceedings, s.156 - 4 yearly review of modern awards, AM2014/209, Pharmacy Industry Award 2010, 2 September 2015, PN92, available from: https://www.fwc.gov.au/documents/Transcripts/20150902_AM2014209.htm .

¹⁷ Transcript available at https://www.fwc.gov.au/documents/Transcripts/20150902_AM2014209.htm

[27] The Pharmacy Award was selected for several reasons, including that parties to AM2014/209 had displayed some interest in considering plain language principles as part of the Review. This award was also favourable because the number of interested parties to AM2014/209 was relatively confined and that the award is less complex than many other modern awards. Other reasons for selecting the Pharmacy Industry Award include:

- High levels of award use and reliance in the community pharmacy industry.
 - Unpublished 2013 Award Reliance Survey analysis indicates that approximately 86 per cent of employers in the *Pharmaceutical, cosmetic and toiletry goods retailing* industry use an award to set pay for employees and only 5 per cent of employers in this industry use enterprise agreements.¹⁸
- The Pharmacy Industry Award covers a large proportion of small business employers and employees who are a target audience for awards that are simpler and easier to understand.
 - According to Australian Bureau of Statistics counts of Australian businesses, eight in ten (83 per cent) employing businesses in the *Pharmaceutical, cosmetic and toiletry goods retailing* industry are small businesses with between 1–19 employees.¹⁹

Overview of plain language principles

[28] The citizen co-design research conducted in 2014 focused on ‘information architecture’ and did not explicitly refer to ‘plain language’. However, many of the findings from that research reflect plain language principles and techniques.

[29] The aim of using plain language²⁰ (also referred to as ‘plain English’) is to produce a written communication that is as simple and clear as possible and yet remains precise and contains all necessary information.

[30] Plain language is not just about the language used. The structure and design of the document also play an important part. These three elements are recognised in the following definition:

A communication is in plain language if the language, structure and design are so clear that the intended audience can easily find what they need, understand what they find and use that information.²¹

¹⁸ Fair Work Commission, unpublished analysis of data from the Award Reliance Survey 2013.

¹⁹ Australian Bureau of Statistics, 8165.0 Counts of Australian Businesses, including Entries and Exits, Jun 2011 to Jun 2015.

²⁰ ‘Plain language’ is the preferred term used by the Office of Parliamentary Counsel for the process of enhancing readability for users as it covers a wider range of techniques and practices related to the drafting of legally binding documents than ‘plain English’. It’s also used in this report to avoid confusion with the Review’s current process to reduce complexity (sometimes referred to as the ‘plain English’ process by parties) via the exposure draft process.

²¹ This definition may be found at plainlanguagenetwork.org (viewed 21 April 2016).

[31] The test of whether a document is written in plain language is whether readers find it easy to use and understand. That is, it is the outcome that is important rather than the particular techniques used to achieve it.

Scope and conduct of the Pilot

[32] The broad scope of the Pilot was set out in the Statement of 22 September 2015 which also outlined how the Pilot would be conducted.²²

[33] The Pharmacy Industry Award exposure draft was revised and published on 25 September 2015 taking account of decisions made by the Commission as part of the Review and agreement reached between AM2014/209 parties on substantive issues. This version was used as the basis for the plain language exposure draft. However, most revisions to the exposure draft made after 25 September 2015 have been included within the scope of the Pilot.

[34] On 27 September 2015, parties to AM2014/209 were provided with draft instructions prepared by Commission staff for the plain language drafting and user testing services. Parties were invited to provide comment on the instructions prior to a procurement process for the services. Parties' comments were taken into consideration by Commission staff in finalising the instructions.

[35] The Statement of 29 October 2015 appended the instructions used to procure the plain language drafting and user testing services. The instructions divided the exposure draft into Part A and Part B clauses as described in the attachments to the Statement, including:

- Part A clauses that are specific to the Pharmacy Industry Award (award-specific);
- Part B clauses that appear in all modern awards (standard clauses) and other clauses that appear in many, but not all awards, or are very similar across awards.

[36] The Pilot focused on the Part A (award-specific) clauses. However, all clauses from the exposure draft have been re-drafted in plain language during the Pilot.

[37] The plain language drafter was instructed to avoid changing the substantive legal effect of any award term.

[38] The plain language drafter was instructed to retain the structure/layout of the exposure draft, but that changes to heading titles were permitted as appropriate.

[39] While the plain language draft is based on the Commission's existing exposure draft, the plain language expert was instructed to consider the 'Plain English Draft' submitted by the Pharmacy Guild and comments on it submitted by other parties as part of the services.

[40] Eamonn Moran PSM QC (Mr Moran) was engaged by the Commission to prepare the plain language exposure draft in October 2015.

²² [2015] FWC 6555, paras 15–20.

- [41] Mr Moran prepared the plain language draft pursuant to the instructions. Guidelines for drafting the award in plain language were developed as part of the Pilot which took account of plain language drafting principles and practical insights about the needs of employers and employees generated from the user-testing conducted as part of the Pilot. A summary of the guidelines are set out at [Attachment A](#).
- [42] The plain language drafting was informed by background research undertaken by Commission staff as requested. The background research has been published during the Pilot as information notes.²³ This research was critical to the objective of not altering the legal effect of the exposure draft.

Feedback from parties

- [43] The initial Part A plain language draft and an Information note was provided to parties to AM2014/209 for comment on 25 November 2015 and published on the Commission's website on 30 November 2015.
- [44] Submissions were received from parties by 10 December 2015. A [Summary of submissions](#)²⁴ prepared by Commission staff was published on 15 December 2015.
- [45] On 17 December 2015, a Conference was held to discuss parties' submissions and allow parties to provide further feedback on the plain language draft.
- [46] Six parties participated in the Pilot by attending Conferences, providing feedback and assistance to Commission staff via correspondence and by making written submissions:
- Australian Business Industrial and NSW Business Chamber
 - Association of Professional Engineers, Scientists and Managers Australia;
 - Business SA;
 - Health Services Union;
 - Pharmacy Guild; and
 - Shop, Distributive and Allied Employees' Association.
- [47] The Pharmacy Guild also assisted the Commission and its user testing service provider by circulating information about the Pilot to its membership and supplying contact details for all members located in Victoria and New South Wales to Wallis Market and Social Research.
- [48] Revisions to the initial draft of the Part A plain language draft took account of valuable feedback provided by parties. Where parties reached a consensus view at the Conference about a proposed change, these were accommodated in revisions to the draft which broadly preserved the plain language drafting principles and the guidelines. Some unresolved issues remain, which are discussed in the next section of this report.
- [49] Changes ranging in complexity were made to most Part A clauses of the initial plain language draft. The revised draft clauses were then supplied to Wallis Market and

²³ Information note—Plain language drafting is available from:
<https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-plainlang-draftdocs-FWC-301115.pdf>

²⁴ The Summary of Submissions is available from:
<https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-sub-plainlanguage-var-151215.pdf>

Social Research for user-testing with community pharmacy employers and employees in January 2016.

- [50] Although the interested parties initially displayed some reluctance to participate in the Pilot—citing submissions made in response to the Pharmacy Guild’s ‘Plain English Draft’ (discussed above) and concerns at the ability to enforce rights and entitlements on the basis of a plain language instrument—they have made valuable contributions during the Pilot to develop the plain language draft.

User testing Part A (award-specific) clauses

- [51] In February–March 2016, 31 employers and 30 employees covered by the Pharmacy Industry Award participated in user testing conducted by Wallis on behalf of the Commission. Participants compared the Part A clauses from the plain language draft and the current Pharmacy Industry Award and commented on which version was simpler and easier to understand. They explained what they liked and what they disliked about the plain language draft and the current award. Some participants compared alternative versions of the plain language draft to generate insights into the development of the plain language drafting guidelines and principles that could be applied more broadly than just the specific clauses being tested. Some participants also provided feedback on the structure of the plain language draft, including the sequence of clauses, the grouping of clauses into Parts and the names of clauses and Parts.
- [52] A summary of findings from user testing is provided at paragraph 78–90 in this report. The full report from the user testing prepared by Wallis Market and Social Research is available from the Commission’s website.²⁵

Finalising the plain language draft

- [53] Staff of the Commission, under the supervision of Mr Moran, revised the plain language draft Part A clauses and the guidelines based on the findings from the user testing.
- [54] In February–March 2016, Mr Moran re-drafted the Part B clauses of the Pharmacy Industry Award exposure draft. Commission staff provided review and input into the development of the Part B clauses, taking account of user testing feedback on Part A clauses as applicable. However, the Part B clauses have not been subject to consultation with parties or user testing as part of the Pilot.

Structure of the plain language draft

- [55] One of the main principles for plain language re-drafting, as noted in the summary of drafting guidelines (see [Attachment A](#)), is that each clause should deal with one topic only. Clauses in the exposure draft that dealt with multiple topics needed to be split into two or more clauses which disrupted the structure of the exposure draft.

²⁵ The Plain Language Modern Awards Pilot: User testing report, available at: <https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-report-FWC-210416.pdf>

- [56] A key issue that arose from the user testing was that grouping National Employment Standards (NES) provisions together in a Part of the award labelled **Leave, Public Holiday and Other NES Entitlements** did not resonate with employers and employees due to low awareness and limited knowledge of the NES. Further, participants indicated a strong preference for termination of employment and redundancy provisions to be more easily identifiable in the table of contents/navigation tools. Participants also explained that these provisions about ending employment should appear at the end of the award as this sequence was more intuitive to users.
- [57] As a consequence of the issues that arose during the drafting process and feedback from users, the plain language draft proposes to change the structure of the exposure draft. The Table of Contents presented at [Attachment B](#) of this report displays the structure of the exposure draft and the plain language draft and summarises the rationale and benefits of the changes. Changes to clause names/headings have also been made (as permitted in the drafting instructions).

Referencing within the instrument

- [58] Changes to referencing styles have been applied to the plain language draft based on feedback from user testing. Referencing within the instrument is used extensively in the plain language draft based on findings that users are generally task-focused when they engage with the award rather than reading the instrument as a whole and signposting other provisions that may or do apply would be beneficial.
- [59] Various guidelines about referencing provisions within a clause/subclause and in another clause have been developed in line with preferences of users. Several of the styles in the plain language draft are different to the referencing styles applied in the current award and exposure draft. Further refinements to the guidelines may be necessary to balance the preferences of users with the need to maintain the precision of references.

Inclusion of provisions in the National Employment Standards

- [60] Overlap between provisions in the exposure draft and the National Employment Standards have been removed so that the plain language draft does not contain any provisions that are provided for in the *Fair Work Act 2009*.
- [61] As part of the Review, a Full Bench of the Commission directed that summaries of the NES be removed from exposure drafts.²⁶ Parties expressed differing views during the Pilot regarding this approach and users generally expressed a preference for all pertinent information to be accessible from one source (i.e. the award). However, the plain language draft reflects the earlier decision of the Commission that the legal instruments not contain summaries of the NES. It is noted that planned annotated versions of modern awards will contain summaries of NES entitlements and users were broadly supportive of this approach.²⁷

²⁶ [2014] FWCFB 9412 (23 December 2014) paras 34–36.

²⁷ Transcript of Proceedings, s.156 - 4 yearly review of modern awards, AM2014/209, Pharmacy Industry Award 2010, 17 December 2015, PN401–435.

Interpretation issues resolved during the Pilot

- [62] Key interpretation issues emerged during the Pilot where the current award and exposure draft use expressions that have unclear meaning. Some of the interpretation issues appear to be relevant to only the Pharmacy Industry Award, while others are likely to be of relevance to all or many modern awards.
- [63] All issues have been investigated by Commission staff with the aim of understanding the intention behind their inclusion and operation. These investigations reviewed Commission decisions, party submissions and other documents relevant to the insertion of these provisions into the award.
- [64] The findings canvassed in the Information note and, along with a broad pragmatic, common sense approach, informed Mr Moran's interpretation of the legal effect of particular provisions. Interpretation was also informed by feedback from the parties, including where the consensus view was that a determination by the Commission would be needed via a separate process.
- [65] The specific interpretation issues noted below are not an exhaustive list of issues that arose in the Pilot or of issues that may arise as part of the Review.
- [66] Interpretation issues that were resolved during the Pilot included:
- the definition of 'community pharmacy' and its interaction with the Coverage clause;
 - interaction between subclauses of the Rostering arrangements clause;
 - time for payment under the Payment of wages clause;
 - interaction between casual, penalty rate and overtime loadings;
 - advice of overtime in the Meal allowance clause; and
 - some classification definitions.

As noted above, these issues are canvassed further in the Information note²⁸ and drew no significant comment from the AM2014/209 parties.

Unresolved issues during the Pilot

- [67] Other issues that were not able to be addressed substantively in the course of the Pilot are outlined below.

Meaning of 'township'

- [68] The meaning of the term 'township' in the Moving expenses subclause is not defined in the award. Further, it is not a term with a common understanding.
- [69] Whether reimbursement was intended to be paid, even if employees relocated to townships within a short distance remains unclear as there is no indication of a transfer allowance payable dependent upon a number of kilometres travelled.²⁹

²⁸ Information note—Plain language drafting is available from:

<https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-plainlang-draftdocs-FWC-301115.pdf>

²⁹ Decision, *The Association of Professional Engineers and Scientists, Australia v Melbourne Water (C No. 31833 of 1993)* K9316, (4 December 2002).

- [70] Parties expressed some views regarding how the term could be replaced or defined but noted that the term is used in multiple modern awards and agreed that its consideration was better left to a broader process than the Pilot.³⁰
- [71] In order to avoid a possible change in legal meaning caused by substituting a new term, this expression has been retained in the plain language draft.

Meaning of 'adequate meal'

- [72] The meaning of the term 'adequate meal' in the Meal allowance subclause was not defined in the award or a term with a common understanding.
- [73] This term is used in other modern awards, so it may be considered as part of other Commission processes or proceedings.
- [74] In order to avoid a possible change in legal meaning caused by substituting a new term, this expression has been retained in the plain language draft.

Overtime provisions for casual employees

- [75] The interaction between provisions for casual employment and overtime were not clear in terms for when overtime applies to casuals.
- [76] As part of the Review, the Commission is considering a number of common issues that are relevant to all modern awards. These include Part-time employment (AM2014/196) and Casual employment (AM2014/197) under which issues such as overtime provisions for casuals can be considered.

Findings from the Pilot

Summary of user testing findings

- [77] A full report from the user testing conducted by Wallis Market and Social Research is available from the Commission's website.³¹ Below is a summary of the key findings of the research.
- [78] The plain language draft was well-received by the community pharmacy employers and employees who participated in the research. Both audiences preferred the plain language draft clauses to the current award.
- [79] The participants agreed that the structure of the exposure draft was more appealing than the current award, but suggested a range of modifications to the sequence of clauses and Parts and names that have been applied to the plain language draft.

³⁰ Transcript of Proceedings, s.156 - 4 yearly review of modern awards, AM2014/209, Pharmacy Industry Award 2010, 17 December 2015 at PN1099–1131, available from: https://www.fwc.gov.au/documents/Transcripts/20151217_AM2014209.htm

³¹ The report is available at: <https://www.fwc.gov.au/sites/awardsmodernfouryr/AM2014209-report-FWC-210416.pdf>

Features of the plain language draft that participants preferred

- [80] Breaking up dense/complex paragraphs and sentences into more easily distinguishable pieces of information was noted as a chief benefit of the plain language draft. This approach suited the way that users locate the information they need—to scan text and identify key words and phrases. It also allowed them to check-off provisions that were listed as paragraphs or subparagraphs.
- [81] Greater use of tables was appreciated by users. Similar to the use of shorter sentences and avoiding dense paragraphs (blocks of text), participants reported that this format made the provisions much simpler and easier to understand.
- [82] The use of words and expressions that are more familiar to the audience was appreciated by participants, although language did not appear to have the same level of impact as the formatting changes.
- [83] Participants particularly appreciated expressions in the plain language draft that made obligations clear such as using “must” to provide clarity of what is required. Use of “active” rather than “passive” voice had a similar effect.
- [84] The superior construction of sentences/provisions in the plain language draft appeared to be a significant benefit for users, although many participants had trouble articulating this benefit. Features such as keeping related words as close together as possible and eliminating sandwich clauses (i.e. where a series of paragraphs or subparagraphs is enclosed by the opening and closing lines of a sentence) made provisions easier to understand.
- [85] Consistent use of expressions in the plain language draft and phrases that signpost whether a series of provisions are cumulative or exclusive enhanced understanding and generally made the draft simpler.

Further improvements identified from user testing

- [86] The findings from user testing identified that extensive use of subparagraphs (e.g. 1.1(a)(i)) could be intimidating to users and appeared legalistic. The drafting guidelines and revised draft take account of this feedback to limit use of subparagraphs, particularly to avoid alternating between paragraphs and subparagraphs within a subclause where possible.
- [87] Many participants identified features or improvements to the plain language draft that could be possible by accessing the online consolidated version of the award prepared by the administrative arm of the Commission. Easy access to external sources such as the NES could overcome the frustration of these provisions not being included in the award.
- [88] Cross-referencing was frequently identified as a challenging aspect of using an award. Use of hyperlinks and ‘pop up’ functions would help readers navigate around the document and access external sources. A well-designed navigation/menu and quick reference tools would be important features for users.
- [89] Graphic design could be optimised to draw the reader’s attention to key information. Functions to help readers to filter information and to access greater detail when

necessary would also be beneficial. This feedback will be incorporated into the design of annotated awards due to be developed by the administrative arm of the Commission.³²

Next steps

[90] As foreshadowed in the Statements of 22 September 2015 and 29 October 2015, the plain language draft will be subject to Full Bench proceedings following the conclusion of the Pilot.

[91] Further opportunity will be afforded to AM2014/209 parties to comment on the Part A clauses, particularly as they relate to issues of legal effect. Consultation processes as part of AM2014/209 for Part B clauses may follow the Pilot prior to referral to a Full Bench.

[92] Plain language standard clauses, which have been re-drafted as 'Part B' clauses as part of the Pilot will be subject to separate proceedings to be determined by the President. These clauses have not been published in this report. A Statement will be issued in relation to these clauses which, as named in the Pharmacy Industry Award, include:

- Award flexibility;
- Consultation; and
- Dispute resolution.

[93] Schedules to the Pharmacy Industry Award that have been re-drafted as 'Part B' clauses will be subject to separate proceedings to be determined by the President. These Schedules have not been published in this report. Statements will be issued in relation to the following Schedules in due course:

- Schedule D—National training wage
- Schedule E—Supported wage system
- Schedule F—2014 part day public holiday

[94] The Commission will issue a Statement in due course about the plain language draft structure. A consultation process will be established to consider applying the plain language draft structure, or elements of that structure to other modern awards.

[95] The Commission will consider the findings of the Pilot in deciding whether award-specific clauses in other modern awards will be re-drafted in plain language.

³² [2014] FWCFB 9412. paragraphs 35–36.

Summary of guidelines for drafting awards in plain language

- [A1] The guidelines help to achieve consistency in language and structure across the plain language draft.
- [A2] The guidelines are written so as to be compatible with the modern award template currently used by the Fair Work Commission, including the numbering system dictated by that template. The levels of the modern award template are summarised as follows:
- parts (e.g. Part 1—Hours of work)
 - clauses (e.g. 1. Title and commencement)
 - subclauses (e.g. 1.1)
 - paragraphs (e.g. 1.1(a))
 - subparagraphs (e.g. 1.1(a)(i))
- [A3] The guidelines do not canvass design issues relating to choice of font, margin width, line spacing or numbering systems set in the award template. They also do not presently cover the functionality that the online format will provide if a plain language draft was made available online as a consolidated version prepared by the administrative arm of the Commission.
- [A4] The guidelines reflect the importance of the structure of the instrument. A logical structure makes navigation easier. Considerations for structuring the instrument and all content within it include:
- placing related material together;
 - placing provisions of a general nature before those of a specific nature;
 - following a chronological sequence where practicable;
 - generally placing more important provisions before less important ones; and
 - putting matters of detail, or of a supplementary or ancillary nature, in a Schedule.
- [A5] The guidelines stress the need for each clause to deal with only one issue. Clauses dealing with multiple issues should be split into 2 or more clauses. The guidelines also reflect feedback from user testing that subparagraphs (the lowest level of the award template) should be used sparingly.
- [A6] The guidelines endorse the use of “notes” to provide factual information or point the reader to a relevant provision of the award. A note should generally appear at the end of a provision (whether a clause, subclause or paragraph) but may appear after the heading in appropriate cases.
- [A7] Clause and subclause headings are used throughout and act as a signpost for the reader, that is, as a guide to the reader as to what the text that follows the heading is about. However, subclause headings should be used sparingly to avoid cluttering up the look of the document and losing impact.

[A8] The guidelines include various protocols for constructing clauses that make provisions simpler and easier to understand, such as:

- clearly identifying who the provisions apply to (as this ensures clarity about how the provision operates) and then setting out the obligations and entitlements;
- the intention of clauses should be expressed via the use of verbs rather than nouns where possible; and
- sentences should be less than 25 words wherever possible, keeping related words as close together as possible;
- using the present indicative wherever possible; and
- use of the active voice instead of the passive voice.

[A9] The guidelines also promote the use of language that is simple and easy to understand through use of short, familiar words wherever possible. Whilst technical language is sometimes necessary to achieve precision, archaic terms and jargon must be eliminated.

[A10] The guidelines allow for definitions that apply generally within an award to be grouped together in a Schedule to the award.

[A11] The guidelines also set out various protocols for referencing provisions within the instrument (within a subclause and to other clauses) and to external sources such as the Fair Work Act 2009.

Attachment B

Comparison table: Pharmacy Industry Award exposure draft (25 September 2015) and Plain language draft (21 April 2016)

The sequence of comparison tables follows the Plain language draft (second column).

Underlined text demonstrates where the text could usefully be hyperlinked to other provisions within the instrument or to external sources.

Comments from the drafters have been included in the right hand (third) column to explain the significant changes that have been made from the initial draft of 30 November 2015 to the revised Plain language draft of 21 April 2016.

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p style="text-align: center;">Table of Contents (main body of the award only)</p> <p>Part 1—Application and Operation</p> <ol style="list-style-type: none"> 1. Title and commencement 2. The National Employment Standards and this award 3. Coverage 4. Award flexibility 5. Facilitative provisions <p>Part 2—Types of Employment and Classifications</p> <ol style="list-style-type: none"> 6. Types of employment 7. Classifications <p>Part 3—Hours of Work</p> <ol style="list-style-type: none"> 8. Ordinary hours of work and rostering 9. Breaks <p>Part 4—Wages and Allowances</p> <ol style="list-style-type: none"> 10. Minimum wages 11. Annual salary for pharmacists 12. Allowances <p>Part 5—Penalties and Overtime</p> <ol style="list-style-type: none"> 13. Overtime 14. Penalty rates <p>Part 6—Leave, Public Holidays and Other NES Entitlements</p> <ol style="list-style-type: none"> 15. Annual leave 16. Personal/carer’s leave and compassionate leave 17. Parental leave and related entitlements 18. Public holidays 19. Community service leave 20. Termination of employment 21. Redundancy <p>Part 7—Consultation and Dispute Resolution</p> <ol style="list-style-type: none"> 22. Consultation 23. Dispute resolution 	<p style="text-align: center;">Table of Contents (main body of the award only)</p> <p>Part 1—Application and Operation of this award</p> <ol style="list-style-type: none"> 1. Title 2. Definitions 4. Coverage 5. Effect of variations made by the Fair Work Commission 6. Award flexibility for individual arrangements 7. Facilitative provisions for flexible working practices <p>Part 2—Types of Employment and Classifications</p> <ol style="list-style-type: none"> 8. Types of employment 9. Full-time employment 10. Part-time employment 11. Casual employment 12. Classifications <p>Part 3—Hours of Work</p> <ol style="list-style-type: none"> 13. Ordinary hours of work 14. Rostering arrangements—full-time and part-time employees 15. Breaks <p>Part 4—Wages and Allowances</p> <ol style="list-style-type: none"> 16. Wages 17. Annualised salary (Pharmacists only) 18. Allowances 19. Superannuation <p>Part 5—Overtime and Penalties Rates</p> <ol style="list-style-type: none"> 20. Overtime 21. Penalty rates <p>Part 6—Leave and Public Holidays</p> <ol style="list-style-type: none"> 22. Annual leave 23. Personal/carer’s leave and compassionate leave 24. Parental leave and related entitlements 25. Public holidays 26. Community service leave <p>Part 7—Consultation and Dispute Resolution</p> <ol style="list-style-type: none"> 27. Consultation about major workplace change 28. Consultation about changes to rosters or hours of work 29. Dispute resolution <p>Part 8—Termination of employment and Redundancy</p> <ol style="list-style-type: none"> 30. Termination of employment 31. Redundancy 32. Transfer to lower paid job on redundancy 33. Employee leaving during redundancy notice period 34. Job search entitlement <p>Part 9—Miscellaneous matters</p> <ol style="list-style-type: none"> 35. Protection against pay reduction 	<p>The structure of the plain language draft is quite different to the exposure draft. The differences are explained throughout this Attachment B. There are no changes proposed to the sequence or names of the Schedules to the award.</p> <p>The Commission is mindful that Citizen co-design research with small business found a preference for awards to be shorter.³³ There has been evidence of this theme in the user-testing for the Pilot too. However, by grouping clauses into parts of the award that have names/titles that resonate with end-users, adding parts and clauses should be well-received by employers and employees.</p> <p>For the consolidated version of the award published on the Commission’s website that employers and employees access, it may be beneficial to only display the Parts (e.g. Part 2—Types of Employment and Classification) in the navigation pane which can be expanded to reveal the clauses. This could be applied with the exception of Part 1 which should be displayed in full. This is because qualitative research has found that employers tend to consider these provisions as “not for me” / “for the lawyers”. It would be beneficial for the Part 1 clauses to be displayed to increase awareness of these provisions. If the additions to the names of clauses in Part 1 of the revised plain language draft (or similar amendments of these clause names) are endorsed, then employers and employees will be more likely to engage and potentially use these provisions.</p>

³³ Fair Work Commission; Citizen Co-Design with Small Business Owners; available from: <https://www.fwc.gov.au/documents/sites/awardsmodernfouryr/citizen-codesign-report.pdf>; p27-29.

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p>Part 1—Application and Operation</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Pharmacy Industry Award 2014</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 G—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 of this award</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>2. Definitions</p> <p>2.1 <u>Schedule G—Definitions</u> defines expressions used in this award.</p>	<p>Part A</p> <p>Clause 1 of the exposure draft is an example of where the plain language draft has split out a clause that dealt with multiple topics.</p> <p>Subclauses 1.2, 1.3 and 1.5 of the exposure draft canvass a range of topics that could be more usefully presented as separate clauses. These provisions appear in the plain language draft under the following clauses:</p> <ol style="list-style-type: none"> 1. Title and commencement; 2. Definitions; 5. Effect of variations by the Fair Work Commission; and 35. Protection against pay reduction . <p>The definitions of expressions used in the award are presented in Schedule G to the award. A definitions clause in the body of the award that references Schedule G is important for alerting users to where the definitions can be found because these are very important for understanding the award.</p> <p>Note that the provisions in subclause 1.4 of the exposure draft have been omitted from the Plain language draft due to the [2015] FWCFB 6656 decision (30 September 2015) (para 74) that directed the clause be removed from modern awards.</p> <p>Also note that the provisions in subclause 1.5 of the exposure draft have been placed in a separate part of the Plain language draft because they have been flagged for removal in decision [2015] FWCFB 6656 (30 September 2015) (para 81).</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p>2 The National Employment Standards and this award</p> <p>2.1 amended in accordance with para [25] [2014] FWCFB 9412</p> <p>2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 The employer must ensure that copies of 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.</p> <p>2.4 Where a pharmacy does not have a notice board, the award and the NES may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 This award, together with the National Employment Standards, contains the minimum conditions of employment for employees covered by this award.</p> <p>NOTE: The National Employment Standards are made up of 10 minimum standards applicable to employees covered by an award. See Part 2-2 of the Fair Work Act.</p> <p>3.2 Where this award uses an expression that is defined in the National Employment Standards, the expression has the same meaning in this award as it has there.</p> <p>3.3 An employer must make sure that employees can access a copy of this award and the National Employment Standards.</p> <p>3.4 For the purpose of clause 3.3 the employer may either place a copy on a notice board or in another convenient place at the community pharmacy (for example, with the pharmacy communication book) or provide electronic access to a copy from the community pharmacy.</p>	<p>Part B</p> <p>The exposure draft clause was developed by Commission staff taking account of submissions from Group 1 stage parties (see paras 21-29 of [2014] FWCFB 9412).</p> <p>Para 35 of [2014] FWCFB 9412 indicates that summaries of the National Employment Standards should not appear in modern awards.</p> <p>The National Employment Standards are defined in Schedule G to the award in the Plain language draft by reproducing section 61 of the Fair Work Act.</p> <p>The plain language draft does not use the acronym ‘NES’ due to the National Employment Standards/NES being unfamiliar to employers and employees.</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<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;</p> <p>and</p> <p>(c) that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and</p> <p>(d) where other goods may be sold by retail</p>	<p>4. Coverage</p> <p>4.1 In this industry award community pharmacy means a business to which each of the following applies:</p> <p>(a) the business is established wholly or partly for compounding or dispensing prescriptions or selling medicines or drugs by retail to the general public from the premises on which the business is conducted, whether or not other goods are so sold from those premises;</p> <p>(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;</p> <p>(c) the business is not owned by a hospital or other public institution, or operated by government, unless medicines or drugs are sold by retail to the general public from the premises on which the business is conducted.</p> <p>4.2 This industry 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 <u>Schedule A—Classification Definitions</u>) of employers mentioned in paragraph (a).</p>	<p>Part A</p> <p>Significant revisions have been made to the <u>initial draft</u> coverage provisions following extensive discussion during the 17 December 2015 conference and feedback received via the user-testing with employers and employees.</p> <p>The revised Plain language draft adopts the term “industry award” as the <u>Guide to Award Stage</u> publication states at paragraph 63 that the coverage clause should clearly state whether an award is an industry or occupation award, or both.</p> <p>Background information on the terms “premises” and “general retailing/general public” in the coverage of the <i>Pharmacy Industry Award 2010</i> has been compiled below.</p> <p>Premises Section 90 of the <i>National Health Act 1953</i> provides for the Secretary (of the Department of Health) to approve a pharmacist to supply pharmaceutical benefits at particular premises. The Secretary can generally only approve a pharmacist if the Authority has recommended approval, and the pharmacist is permitted under the relevant State or Territory law to carry on business as a pharmacist.³⁴</p> <p>General retailing/general public <u>Transcript</u> from the conference of 17 December 2015 [PN 515–554] suggests that coverage of the <i>Pharmacy Industry Award 2010</i> is not intended to extend to pharmacies that are located in hospitals unless the pharmacy retails to the general public. For example, Slade at the Epworth Hospital would be covered but hospital pharmacies would be covered by the <i>Health Professionals and Support Services Award 2010</i>.</p>
<p>3.3 This award does not cover employment in:</p> <p>(a) a pharmacy owned by a hospital or other public institution; or</p> <p>(b) a pharmacy operated by government,</p> <p>where their goods or services are not sold by retail to the general public.</p> <p>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-</p>	<p>4.3 This industry award also covers:</p> <p>(a) on-hire employees working in the community pharmacy industry (with a classification defined in <u>Schedule A—Classification Definitions</u>) and the on-hire employers of those employees; and</p> <p>(b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the community pharmacy industry (with a classification defined in <u>Schedule A—Classification Definitions</u>) and the group training employers of those trainees.</p>	<p>Part A</p>

³⁴ *National Health Act 1953* (Cth) s 90; Pharmacy Location Rules Applicant’s Handbook, Version 1.2 (November 2015) page 3.

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p>hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>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 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 However, this industry award does not cover any of the following:</p> <p>(a) employees excluded from award coverage by the Fair Work Act;</p> <p>NOTE: See section 143(7) of the Fair Work Act.</p> <p>(b) employees covered by a modern enterprise award or an enterprise instrument;</p> <p>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award;</p> <p>(d) employers of employees mentioned in paragraph (a), (b) or (c).</p>	<p>The use of conjunctions ‘or’ as the signpost for whether a series of 3 or more provisions are exclusive has been replaced with the expression “any of the following” in the revised Plain language draft.</p>
<p>Note deleted in accordance with para [29] [2014] FWC FB 9412</p> <p>3.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p>4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award that is most appropriate to the work performed by the employee and the industry in which they work.</p> <p>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.</p>	<p>Part A</p> <p>The user testing found that the note about ‘occupational coverage’ was not helpful to employers and employees. However, it has been retained in the Plain language draft because it appears in the exposure draft. Consistency in use of the terms “industry award” and “occupational award” may be beneficial for enhancing understanding this note. However, further user-testing would be beneficial to determine if these expressions to describe coverage of other awards could be made easier to understand.</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments															
<p><i>Clause 1.2 is reproduced here for comparative purposes</i></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>5. Effect of variations made by the Fair Work Commission</p> <p>5.1 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.</p>	<p>Part B</p> <p>The exposure draft clause was developed by Commission staff taking account of submissions from Group 1 stage parties (see paras 6-11 of [2014] FWCFB 9412).</p> <p>Including “made by the Fair Work Commission” in the clause name is designed to help distinguish between these provisions and two clauses that follow that may be more useful to employers and employees.</p>															
<p>4. Award flexibility</p>	<p>6. Award flexibility for individual arrangements</p>	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language draft of this standard clause will be subject to a broad consultation process as part of the 4 yearly review of modern awards. The Plain language draft will be published in due course.</p>															
<p>5. Facilitative provisions</p> <p>5.1 and 5.2 amended in accordance with para [42] [2014] FWCFB 9412 and parties agreement</p> <p>5.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.</p> <p>5.2 The following clauses have facilitative provisions:</p> <table border="1" data-bbox="284 1178 1012 1373"> <thead> <tr> <th>Clause</th> <th>Provision</th> </tr> </thead> <tbody> <tr> <td>13.4(c)</td> <td>Time off instead of payment</td> </tr> <tr> <td>18.3</td> <td>Substitution of public holidays</td> </tr> </tbody> </table> <p>5.3 The agreement must be kept by the employer as a time and wages record.</p>	Clause	Provision	13.4(c)	Time off instead of payment	18.3	Substitution of public holidays	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 <u>Table 1—Index of facilitative provisions</u> lists the provisions of this award (facilitative provisions) that allow an employer and an individual employee to agree on how the provision is to apply in relation to the employment.</p> <p>Table 1 – Index of facilitative provisions</p> <table border="1" data-bbox="1190 1121 2021 1503"> <thead> <tr> <th>Column 1 Clause reference</th> <th>Column 2 Provision</th> <th>Column 3 Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td><u>20.4</u></td> <td>Time off instead of payment</td> <td>an individual employee</td> </tr> <tr> <td><u>25.1</u></td> <td>Substitution of public holidays</td> <td>an individual employee</td> </tr> </tbody> </table> <p>7.2 The employer must keep a copy of an agreement under clause <u>20.4</u> or <u>25.1</u> as a time and wages record.</p>	Column 1 Clause reference	Column 2 Provision	Column 3 Agreement between an employer and:	<u>20.4</u>	Time off instead of payment	an individual employee	<u>25.1</u>	Substitution of public holidays	an individual employee	<p>Part B</p> <p>The clause name “Facilitative provisions” did not resonate with employers and employees. Most user-testing participants indicated they were unlikely to look at this clause. However, once the purpose of these provisions was described to user-testing participants they were interested to find out more about them.</p> <p>Only the name of the clause was tested, not the Plain language draft provisions as this was categorised as a Part B clause.</p> <p>Another option for the clause name is: “Index of provisions allowing variable application”.</p>
Clause	Provision																
13.4(c)	Time off instead of payment																
18.3	Substitution of public holidays																
Column 1 Clause reference	Column 2 Provision	Column 3 Agreement between an employer and:															
<u>20.4</u>	Time off instead of payment	an individual employee															
<u>25.1</u>	Substitution of public holidays	an individual employee															
<p>Part 2—Types of Employment and Classifications</p> <p>6. Types of employment</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>Part 2—Types of employment and classifications</p> <p>8. Types of employment</p> <p>8.1 An employee covered by this award must be one of the following:</p> <p>(a) a full-time employee;</p> <p>(b) a part-time employee;</p>	<p>Part A</p> <p>User-testing feedback about the construction of the types of employment provisions and references to these provisions (particularly the part-time employment provisions) demonstrated the benefits of splitting the provisions to create separate clauses. These provisions were considered ‘very important/high priority’ and were frequently sought.</p>															

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<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>(c) a casual employee.</p> <p>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.</p>	<p>The main benefits of splitting out the provisions into separate clauses include assisting with navigation and cross-referencing (because the part-time employment provisions are frequently sought by users and referenced in other clauses) and limiting the use of subparagraphs (e.g. 6.4(a)(i)) in the award (because users found the extensive use of subparagraphs to be intimidating and ‘legalistic’). Part 2 of the revised plain language comprises separate clauses for:</p> <p>9. Full-time employment 10. Part-time employment 11. Casual employment</p>
<p><i>Note: Clause 6.3(h) reproduced here for comparative purposes.</i></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>8.3 Moving between types of employment</p> <p>(a) A full-time or casual employee can only become a part-time employee with 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 in writing with the employer.</p>	<p>The moving between types of employment provisions in the <u>initial draft</u> were presented as a separate clause. However, to limit the number of clauses in Part 2 (another priority for users) these provisions have been included as a subclause of the Types of employment clause.</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>9. Full-time employment</p> <p>9.1 An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.</p>	<p>Part A</p> <p>Users didn’t like the expression “over two consecutive weeks”, however, it was retained in the draft (rather than replacing it a more with common expression like “fortnight”) to preserve the precision.</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>(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>10. Part-time employment</p> <p>10.1 An employee who is engaged to work for fewer ordinary hours than mentioned in clause <u>9.1</u> and whose hours of work are reasonably predictable is a part-time employee.</p> <p>10.2 Subject to this award, the pay and conditions on which a part-time employee is engaged must, proportionately, be the same as those of a full-time employee engaged to do the same kind of work.</p> <p>10.3 At the time of engaging a part-time employee, the employer must agree in writing with the employee to each of the following:</p> <p>(a) the number of hours to be worked each day;</p> <p>(b) the days of the week on which the employee will work;</p> <p>(c) the times at which the employee will start and finish work</p>	<p>Part A</p> <p>The use of conjunctions ‘and’ as the signpost for whether a series of 3 or more provisions are cumulative has been replaced with the expression “each of the following” in the revised Plain language draft.</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<ul style="list-style-type: none"> (iii) the actual starting and finishing times of each day; (iv) that any variation will be in writing; (v) that the minimum daily engagement is three hours; (vi) all time worked in excess of agreed hours is paid at the overtime rate; and (vii) the times of taking and the duration of meal breaks. 	<p style="padding-left: 40px;">each day;</p> <p>(d) when meal breaks may be taken and their duration.</p> <p>10.4 Any agreement under clause <u>10.3</u> must state that any variation agreed by them to any of the matters mentioned in clause <u>10.3(a)</u> to <u>(d)</u> must be in writing.</p>	

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<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 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 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>10.5 An agreement under clause 10.3 must also state each of the following:</p> <p>(a) the minimum period for which the employee may be rostered to work on any shift is 3 consecutive hours;</p> <p>(b) for each ordinary hour worked, the employee must be paid in accordance with clause 16—Wages;</p> <p>(c) for each hour worked in excess of the number of ordinary hours agreed under clause 10.3 and 10.9, the employee must be paid at the overtime rate in accordance with clause 20.2 (Application of overtime for part-time employees).</p> <p>10.6 The employer must keep a copy of any agreement under clause 10.3 or variation of it and give another copy to the employee.</p> <p>10.7 Subject to clause 10.8, the roster of a part-time employee, but not the number of hours agreed under clause 10.3, may be changed:</p> <p>(a) by the employer giving the employee 7 days, or in an emergency 48 hours, written notice of the change; or</p> <p>(b) at any time by the employer and employee by mutual agreement.</p> <p>10.8 The roster of a part-time employee must not be changed:</p> <p>(a) from pay period to pay period; or</p> <p>(b) so as to avoid any award entitlement.</p>	<p>Part A</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 will be subject to the casual employee provisions of this award.</p>	<p>10.9 A part-time employee who has worked the number of hours agreed under clause 10.3 may agree to work additional hours that are not reasonably predictable on the terms applicable to hours worked by a casual employee.</p>	<p>Part A</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
	<p>10.10 However, the total number of hours agreed under clauses <u>10.3</u> and <u>10.9</u> must not exceed 12 on any day or 38 in a week (or 76 over 2 consecutive weeks).</p>	<p>Part A Provision added in response to user testing feedback.</p>
<p>6.5 Casual employment</p> <p>(a) A casual employee is an employee who is engaged and paid as a casual employee.</p> <p>(b) A casual employee does not have an entitlement to reasonably predictable hours of work.</p> <p>(c) Casual loading</p> <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 <p>for the classification in which they are employed.</p> <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>11. Casual employment</p> <p>11.1 An employee who is not covered by clause <u>9</u> or clause <u>10.1</u> may be engaged and paid as a casual employee.</p> <p>11.2 A casual employee does not have an entitlement to reasonably predictable hours of work.</p> <p>11.3 The minimum number of hours for which a casual employee may be rostered to work on any day is 3.</p> <p>11.4 An employer must pay a casual employee for each hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under clause <u>16—Wages</u>.</p> <p>NOTE: Column 2 of <u>Table 3—Minimum Wages for employees</u> 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 <u>16.2—Junior wages (Pharmacy Assistants only)</u>.</p> <p>11.5 The pay period of a casual employee is as determined under clause <u>16.4</u>.</p>	<p>Part A</p> <p>Revisions have been made to the <u>initial draft</u> provisions based on feedback from user testing that references to columns (in tables) would be more helpful if they were placed in a note. The reference is now made to the clause (e.g. clause <u>16—Wages</u>) so that it encompasses the junior wages provisions. The relevance of the junior wages provisions are more clearly and usefully highlighted in a note.</p>
<p>7. Classifications</p> <p>7.1 All employees covered by this award must be 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 the principal functions of the employment as determined by the employer.</p>	<p>12. Classification</p> <p>12.1 An employer must classify an employee covered by this award in accordance with <u>Schedule A—Classification Definitions</u>.</p> <p>12.2 The classification must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.</p> <p>12.3 Employers must notify employees in writing of their classification and of any change to it.</p>	<p>Part A</p> <p>User testing found that the name of the Classifications clause could be misleading. As these provisions are not about the classifications, but rather about how to classify, the “s” has been removed.</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</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work</p> <p>13.1 The ordinary hours of work for a full-time employee are as set out in clause <u>9.1</u>.</p> <p>13.2 The ordinary hours of work for a part-time employee are as agreed under clause <u>10</u>.</p> <p>13.3 Ordinary hours may be worked on any day between 7.00 am and midnight.</p> <p>13.4 Ordinary hours of work are continuous, except for rest breaks and</p>	<p>Part A</p> <p>This clause is an example of where making the part-time employment provisions a separate clause can make the cross-references in other provisions less daunting for users because they are now to subclauses rather than paragraphs.</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p>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>meal breaks.</p> <p>13.5 The maximum number of ordinary hours that can be worked by a full-time or part-time employee on any day is 12.</p>	
<p>8.3 Rostering—Permanent employees</p> <p>(a) The following roster requirements will apply to permanent employees:</p> <p>(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.</p> <p>(ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days.</p> <p>(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.</p> <p>(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>(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>14. Rostering arrangements—full-time and part-time employees</p> <p>14.1 The following rostering arrangements apply to full-time and part-time employees:</p> <p>(a) employees must be rostered to work ordinary hours in such a way that they have:</p> <p>(i) 2 consecutive days off each week; or</p> <p>(ii) 3 consecutive days off over 2 consecutive weeks;</p> <p>(b) subject to paragraph (c), employees must not be rostered to work ordinary hours on more than 5 days in a week;</p> <p>(c) employees may be rostered to work ordinary hours on 6 days one week if they are rostered to work ordinary hours on no more than 4 days the following week;</p> <p>(d) employees must not be rostered to work (whether ordinary hours or overtime) on more than 6 consecutive days;</p> <p>(e) employees rostered to work (whether ordinary hours or overtime) on up to 3 Sundays in a 4 week cycle must be rostered to have 3 consecutive days off every 4 weeks, including a Saturday and Sunday.</p> <p>14.2 Clause <u>14.1(e)</u> does not apply to a part-time employee who has agreed under clause <u>10</u> to work Saturday or Sunday (or both) each week and have at least 2 consecutive days off.</p>	<p>Part A</p>

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<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>14.3 Clause <u>14.1</u> is subject to any different arrangements agreed by the employer and employee at the written request of the employee.</p> <p>14.4 Different arrangements agreed under clause <u>14.3</u> must be recorded in the time and wages record.</p> <p>14.5 The employee may end an agreement under clause <u>14.3</u> at any time by giving the employer 4 weeks written notice unless the agreement was made under clause <u>10.3</u> (part-time arrangements agreed in writing on engagement).</p> <p>14.6 An agreement under clause <u>14.3</u> may provide that it ends on a particular day or at the end of a particular period.</p> <p>14.7 An employee cannot be required as a condition of employment to agree to an arrangement under clause <u>14.3</u>.</p>	<p>Part A</p>										
<p>9. Breaks</p> <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="350 1732 1083 1862"> <thead> <tr> <th data-bbox="350 1732 706 1785">Ordinary hours per day</th> <th data-bbox="706 1732 1083 1785">Break</th> </tr> </thead> <tbody> <tr> <td data-bbox="350 1785 706 1862">4 hours and up to and including 5 hours</td> <td data-bbox="706 1785 1083 1862">One 10 minute paid rest break</td> </tr> </tbody> </table>	Ordinary hours per day	Break	4 hours and up to and including 5 hours	One 10 minute paid rest break	<p>15. Breaks</p> <p>15.1 This clause gives an employee an entitlement to meal breaks and rest breaks.</p> <p>15.2 An employee who works the number of hours on any one day specified in an item of column 1 of <u>Table 2—Entitlements to meal and rest breaks</u> is entitled to a break or breaks as specified in column 2.</p> <p>Table 2—Entitlements to meal and rest break(s)</p> <table border="1" data-bbox="1219 1501 1991 1862"> <thead> <tr> <th data-bbox="1219 1501 1567 1627">Column 1 Hours worked</th> <th data-bbox="1567 1501 1991 1627">Column 2 Breaks</th> </tr> </thead> <tbody> <tr> <td data-bbox="1219 1627 1567 1722">At least 4 but not more than 5</td> <td data-bbox="1567 1627 1991 1722">One 10 minute paid rest break</td> </tr> <tr> <td data-bbox="1219 1722 1567 1862">More than 5 but less than 7.6</td> <td data-bbox="1567 1722 1991 1862">One 10 minute paid rest break One 30 to 60 minute unpaid meal break</td> </tr> </tbody> </table>	Column 1 Hours worked	Column 2 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	<p>Part A</p>
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<p>Part 4—Wage and Allowances</p> <p>10. Minimum wages</p> <p>10.1 Adult employees</p> <p>(a) An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1"> <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 colspan="4">Pharmacy Assistants</td> </tr> <tr> <td>Level 1</td> <td>721.50</td> <td>18.99</td> <td>23.74</td> </tr> <tr> <td>Level 2</td> <td>738.70</td> <td>19.44</td> <td>24.30</td> </tr> <tr> <td>Level 3</td> <td>764.90</td> <td>20.13</td> <td>25.16</td> </tr> <tr> <td>Level 4</td> <td>796.30</td> <td>20.96</td> <td>26.20</td> </tr> <tr> <td colspan="4">Pharmacy Students</td> </tr> <tr> <td>1st year of course</td> <td>721.50</td> <td>18.99</td> <td>23.74</td> </tr> <tr> <td>2nd year of course</td> <td>738.70</td> <td>19.44</td> <td>24.30</td> </tr> <tr> <td>3rd year of course</td> <td>764.90</td> <td>20.13</td> <td>25.16</td> </tr> <tr> <td>4th year of course</td> <td>796.30</td> <td>20.96</td> <td>26.20</td> </tr> <tr> <td colspan="4">Pharmacy Interns</td> </tr> <tr> <td>First half of training</td> <td>806.80</td> <td>21.23</td> <td>26.54</td> </tr> <tr> <td>Second half of</td> <td>834.40</td> <td>21.96</td> <td>27.45</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 Students				1st year of course	721.50	18.99	23.74	2nd year of course	738.70	19.44	24.30	3rd year of course	764.90	20.13	25.16	4th year of course	796.30	20.96	26.20	Pharmacy Interns				First half of training	806.80	21.23	26.54	Second half of	834.40	21.96	27.45	<p>Part 4—Wages and Allowances</p> <p>16. Wages</p> <p>16.1 An employer must pay an employee in accordance with <u>Table 3—Minimum wages for employees</u> for ordinary hours worked by the employee:</p> <p>(a) for a full-time employee with a classification specified in column 1, wages at the minimum weekly rate specified opposite that classification in column 3; and</p> <p>(b) for a part-time employee with a classification specified in column 1, wages at the minimum hourly rate specified opposite that classification in column 2.</p> <p>NOTE: Provisions for calculating wages for an employee who is classified as a pharmacy assistant and aged under 21 years is at clause <u>16.2—Junior wages (pharmacy Assistants only)</u>.</p> <p>Table 3—Minimum wages for employees</p> <table border="1"> <thead> <tr> <th>Column 1 Employee classification</th> <th>Column 2 Minimum hourly rate</th> <th>Column 3 Minimum weekly rate</th> </tr> </thead> <tbody> <tr> <td colspan="3">pharmacy assistant</td> </tr> <tr> <td>level 1</td> <td>\$18.99</td> <td>\$721.50</td> </tr> <tr> <td>level 2</td> <td>\$19.44</td> <td>\$738.70</td> </tr> <tr> <td>level 3</td> <td>\$20.13</td> <td>\$764.90</td> </tr> <tr> <td>level 4</td> <td>\$20.96</td> <td>\$796.30</td> </tr> <tr> <td colspan="3">pharmacy student</td> </tr> <tr> <td>1st year of course</td> <td>\$18.99</td> <td>\$721.50</td> </tr> <tr> <td>2nd year of course</td> <td>\$19.44</td> <td>\$738.70</td> </tr> </tbody> </table>	Column 1 Employee classification	Column 2 Minimum hourly rate	Column 3 Minimum weekly rate	pharmacy assistant			level 1	\$18.99	\$721.50	level 2	\$19.44	\$738.70	level 3	\$20.13	\$764.90	level 4	\$20.96	\$796.30	pharmacy student			1 st year of course	\$18.99	\$721.50	2 nd year of course	\$19.44	\$738.70	<p>Part A</p> <p>The casual hourly rate column has been removed from the revised Plain language draft pursuant to Full Bench decision [2015] FWCFB 4658, para 54.</p> <p>The hourly and weekly columns have been switched in the revised plain language draft so that the hourly rate is to the left of the weekly rate. This change was made in response to user testing feedback that weekly rates were not useful and could be unhelpful.</p>
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Experienced Pharmacist	1,033.80	27.21	34.01																																														
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Pharmacist Manager	1,179.10	31.03	38.79																																														
3 rd year of course	\$20.13	\$764.90																																															
4 th year of course	\$20.96	\$796.30																																															
pharmacy intern																																																	
1 st half of training	\$21.23	\$806.80																																															
2 nd half of training	\$21.96	\$834.40																																															
pharmacist	\$24.84	\$943.90																																															
experienced pharmacist	\$27.21	\$1,033.80																																															
pharmacist in charge	\$27.84	\$1,058.00																																															
pharmacist manager	\$31.03	\$1,179.10																																															
<p data-bbox="166 1045 522 1077">10.2 Junior employees</p> <p data-bbox="284 1104 1086 1199">Junior employees will be paid the following percentage of the appropriate wage rate for pharmacy assistant classifications in clause 10—Minimum weekly wages:</p> <table border="1" data-bbox="284 1199 1086 1535"> <thead> <tr> <th>Age</th> <th>% of weekly wage</th> </tr> </thead> <tbody> <tr> <td>Under 16 years of age</td> <td>45</td> </tr> <tr> <td>16 years of age</td> <td>50</td> </tr> <tr> <td>17 years of age</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years of age</td> <td>80</td> </tr> <tr> <td>20 years of age</td> <td>90</td> </tr> </tbody> </table>	Age	% of weekly wage	Under 16 years of age	45	16 years of age	50	17 years of age	60	18 years of age	70	19 years of age	80	20 years of age	90	<p data-bbox="1101 1045 1768 1077">16.2 Junior wages (Pharmacy Assistants only)</p> <p data-bbox="1219 1104 2012 1230">An employer must pay an employee, who is classified as a pharmacy assistant and aged under 21 years at the following percentage of the minimum rate that would otherwise be applicable under Table 3—Minimum wages for employees:</p> <ul style="list-style-type: none"> <li data-bbox="1219 1255 1650 1287">(a) 45% for an under 16 year old; <li data-bbox="1219 1314 1561 1346">(b) 50% for a 16 year old; <li data-bbox="1219 1373 1561 1404">(c) 60% for a 17 year old; <li data-bbox="1219 1432 1576 1463">(d) 70% for an 18 year old; <li data-bbox="1219 1491 1561 1522">(e) 80% for a 19 year old; <li data-bbox="1219 1549 1561 1581">(f) 90% for a 20 year old. 	<p data-bbox="2030 1045 2125 1077">Part A</p> <p data-bbox="2030 1104 2807 1230">The term “<i>Junior rates</i>” (as used in the current award) was not universally understood and user testing participants associated “junior” with aged under-18 years. The explanation as ‘under 21 years’ was therefore necessary to retain.</p> <p data-bbox="2030 1255 2852 1318">Similar to the approach taken in the annualised salary heading, as these provisions only apply to Pharmacists.</p>																																	
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<p data-bbox="284 1602 1086 1913">(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</p>	<p data-bbox="1101 1602 2012 1665">16.3 The following applies for determining which year of a course a pharmacy student is in:</p> <ul style="list-style-type: none"> <li data-bbox="1219 1692 2012 1755">(a) a year of a course begins on the first day of the relevant academic year; <li data-bbox="1219 1782 2012 1908">(b) a pharmacy student moves to the pay rate applicable to a year of a course from the first day of the relevant academic year in which the student progresses to that year of the course, irrespective of how long that takes; 	<p data-bbox="2030 1602 2125 1633">Part A</p>																																															

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<p>progression for that year of study, even if they remain on the same pay rate for more than one year. Students undertaking a Master of Pharmacy will commence at the 3rd year pay rate.</p>	<p>(c) a pharmacy student in the first year of a Master of Pharmacy course is treated as being in the 3rd year of a course.</p>	
<p>10.3 Payment of wages</p> <p>(a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p>(b) All wages will be paid on a regular pay day within four days of the end of the pay period. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least four weeks' written notice to the employee of such change.</p> <p>10.3(b) re pay slips deleted in accordance with para [35] [2014] FWCFB 9412</p>	<p>16.4 Pay period</p> <p>(a) The employer may determine the pay period of an employee as being either weekly or fortnightly.</p> <p>(b) Wages must be paid for a pay period according to the number of hours worked by the employee in the period.</p> <p>NOTE: Hours of work may be measured over 2 consecutive weeks. See clause 10.10 (maximum total number of hours for part-time employment).</p> <p>16.5 Pay day</p> <p>(a) Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.</p> <p>(b) Employers must notify employees in writing about which day is the regular pay day.</p> <p>(c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks written notice.</p>	<p>Part A</p> <p>Subclause headings have been added in response to feedback from user-testing.</p>
<p>10.5 Supported wage system</p> <p>For employees who are eligible for a supported wage, see Schedule D—Supported Wage System.</p> <p>10.6 National training wage</p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>	<p>16.6 For employees eligible for a supported wage, see <u>Schedule D—Supported Wage System</u>.</p> <p>16.7 For employees undertaking a traineeship, see <u>Schedule E—National Training Wage</u>.</p>	<p>Part A</p>
<p>10.4 Annualised salary (Pharmacists only)</p> <p>(a) An annualised salary for pharmacist employees may be developed. The annual salary may be in satisfaction of any or all of the following provisions of the award:</p> <ul style="list-style-type: none"> (i) overtime; (ii) penalty rates; (iii) payments for public holidays taken; (iv) annual leave taken; (v) annual leave loading; (vi) meal allowance; and 	<p>17. Annualised salary (Pharmacists only)</p> <p>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:</p> <ul style="list-style-type: none"> (a) overtime rates; (b) penalty rates; (c) payments for public holidays; (d) payments for annual leave; (e) annual leave loading; (f) meal allowances; 	<p>Part A</p> <p>The name of this subclause has reverted to “annualised” in response to feedback from user-testing.</p>

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<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 recorded in writing, and a copy retained by the employer.</p>	<p>(g) on premise meal allowances.</p> <p>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 <u>17.1</u>.</p> <p>17.3 An annualised salary must not result in a pharmacist being paid less over a year than would have been the case if an annualised salary had not been agreed.</p> <p>17.4 The employer must keep a copy of any agreement under clause <u>17.1</u> and give another copy to the pharmacist.</p> <p>17.5 The employer must keep a record of hours worked each day by a pharmacist who has entered into an agreement under clause <u>17.1</u> showing the times at which the pharmacist started and finished work that day.</p> <p>17.6 A record mentioned in clause <u>17.1</u> must be:</p> <p>(a) countersigned weekly by the pharmacist; and</p> <p>(b) kept at the place of employment for at least 6 years.</p>	

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<p>11. Allowances</p> <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>18. Allowances</p> <p>NOTE: <u>Schedule C—Summary of Allowances</u> contains a summary of meal allowances, clothing allowances and motor vehicle allowances.</p> <p>18.1 Meal allowances</p> <p>(a) Clause 18.1 applies to an employee to whom each of the following applies:</p> <p>(i) the employee has worked 6 or more ordinary hours on any day;</p> <p>(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 <u>clause 10—Part-time employment</u>;</p> <p>(iii) the employee was not advised of the requirement mentioned in subparagraph <u>(ii)</u> on or before the previous day;</p> <p>(iv) the employee cannot reasonably return home for a meal within the period of the meal break.</p> <p>(b) The employer must:</p> <p>(i) pay the employee a meal allowance of \$17.46; or</p> <p>(ii) supply the employee with an adequate meal.</p> <p>(c) If the number of hours worked under a requirement mentioned in clause <u>18.1(a)(ii)</u> exceeds 4, the employer must pay the employee a further meal allowance of \$15.64.</p>	<p>Part A</p>
<p>(b) On-premise meal allowance (Pharmacists only)</p> <p>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>18.2 On-premise meal allowance</p> <p>(a) Clause 18.2 applies to a pharmacist who is required to take a meal break on the premises so as to be available to attend to urgent matters requiring the involvement of a pharmacist.</p> <p>(b) The employer must pay the pharmacist at the enhanced hourly rate for the period of the meal break, regardless of any other payments, penalty rates or allowances to which the pharmacist is entitled.</p> <p>(c) In paragraph <u>(b)</u>, the enhanced hourly rate means 150% of the minimum hourly rate of the pharmacist. See column 2 of <u>Table 3—Minimum wages for employees</u>.</p>	

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<p>(c) Special clothing</p> <p>(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 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>18.3 Clothing allowance</p> <p>(a) The employer must reimburse an employee who is required to wear special clothing, such as a uniform or protective clothing, for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.</p> <p>(b) 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:</p> <ul style="list-style-type: none"> (i) \$6.25 each week for a full-time employee; or (ii) \$1.25 each shift for a part-time or casual employee. 	
<p>(d) Transfer of employee expenses</p> <p>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</p> <p>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>18.4 Moving expenses</p> <p>(a) Clause 18.4 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>18.5 Motor vehicle allowance</p> <p>If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of \$0.78 for each kilometre travelled.</p>	
<p>(f) Transport of employees reimbursement</p> <p>(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>18.6 Taxi fare reimbursement</p> <p>(a) Clause 18.6 applies to an employee to whom each of the following applies:</p> <ul style="list-style-type: none"> (i) the employee starts work before 7.00 am or finishes work after 10.00 pm; (ii) the employee’s regular means of transport is not available; (iii) the employee is unable to arrange their own alternative means of transport; (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. 	

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	(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.	
12. Superannuation	19. Superannuation	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language draft of this standard clause may be subject to a broad consultation process as part of the 4 yearly review of modern awards.</p>
<p>Part 5—Penalties and Overtime</p> <p>13. Overtime</p> <p>...</p> <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>Part 5—Overtime and Penalty Rates</p> <p>20. Overtime</p> <p>20.1 Application of overtime for full-time employees</p> <p>(a) An employer must pay a full-time employee at the overtime rate for any hours worked at the direction of the employer:</p> <p>(i) in excess of the number of hours mentioned in clause 9.1 (full-time hours) or 13.5 (maximum daily hours); or</p> <p>(ii) between midnight and 7.00 am.</p> <p>20.2 Application of overtime for part-time employees</p> <p>(a) An employer must pay a part-time employee at the overtime rate for any hours worked in excess of the number of hours that the employee has agreed to work under clause 10—Part-time employment.</p>	<p>Part A</p>
<p><i>Clause 13.1 is reproduced here for comparative purposes</i></p> <p>13.1 Reasonable overtime</p> <p>(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.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p> <p>(ii) the employee’s personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p>	<p>NOTE: Under the National Employment Standards (see section 62 of the Fair Work 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.</p>	<p>Part A</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments																				
<p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p>																						
<p>13.3 Payment for overtime</p> <p>(a) The employer will pay to an employee the following rates for overtime worked during the specified period:</p> <table border="1" data-bbox="353 569 1095 926"> <thead> <tr> <th>For overtime worked on</th> <th>Overtime rate % of 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.</p> <p>(c) Casual loading is not payable on overtime worked by a casual employee.</p>	For overtime worked on	Overtime rate % of 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>20.3 Payment of overtime</p> <p>(a) The overtime rate mentioned in clauses <u>20.1</u> and <u>20.2</u> is the relevant percentage specified in column 2 of <u>Table 4—Overtime rates</u> (depending on when the overtime was worked as specified in column 1) of the minimum hourly rate of the employee, under clause <u>16—Wages</u>.</p> <p>Table 4—Overtime rates</p> <table border="1" data-bbox="1288 726 1982 1171"> <thead> <tr> <th>Column 1 For overtime worked on</th> <th>Column 2 Overtime rate</th> </tr> </thead> <tbody> <tr> <td>Monday to Saturday—first 2 hours</td> <td>150%</td> </tr> <tr> <td>Monday to Saturday—after 2 hours</td> <td>200%</td> </tr> <tr> <td>Sunday—all day</td> <td>200%</td> </tr> <tr> <td>Public holiday—all day</td> <td>250%</td> </tr> </tbody> </table>	Column 1 For overtime worked on	Column 2 Overtime rate	Monday to Saturday—first 2 hours	150%	Monday to Saturday—after 2 hours	200%	Sunday—all day	200%	Public holiday—all day	250%	<p>Part A</p>
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<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>20.4 Time off instead of payment</p> <p>(a) With the consent of the employer, an employee may choose to take time off instead of being paid for overtime.</p> <p>(b) 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 <u>Table 4—Overtime rates</u> (depending on when the hour was worked as specified in column 1).</p> <p>EXAMPLE: An employee who worked 2 hours of overtime on a Tuesday that was not a public holiday is entitled to time off of 3 hours ((2 x 150) ÷ 100).</p> <p>(c) Time off must be taken:</p> <ul style="list-style-type: none"> (i) within the period of 4 weeks after the overtime is worked; and (ii) at a time within that period agreed by the employer and employee. <p>(d) Despite paragraph (c), the employer and employee may</p>	<p>Part A</p>																				

<u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
	agree that time off may be accumulated and included in a period during which an employee takes paid annual leave.	

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<p>14. Penalties</p> <p>14.1 Penalty rates</p> <p>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="284 447 1092 1335"> <thead> <tr> <th>Hours worked</th> <th>Penalty rate</th> <th>Casual penalty rate (inclusive of casual loading)</th> </tr> <tr> <td></td> <td colspan="2">% of minimum hourly rate</td> </tr> </thead> <tbody> <tr> <td colspan="3">Monday to Friday</td> </tr> <tr> <td>Before 8.00 am</td> <td>150</td> <td>175</td> </tr> <tr> <td>Between 7.00 pm and 9.00 pm</td> <td>125</td> <td>150</td> </tr> <tr> <td>Between 9.00 pm and midnight</td> <td>150</td> <td>175</td> </tr> <tr> <td colspan="3">Saturday</td> </tr> <tr> <td>Before 8.00 am</td> <td>200</td> <td>225</td> </tr> <tr> <td>Between 8.00 am and 6.00 pm</td> <td>125</td> <td>150</td> </tr> <tr> <td>Between 6.00 pm and 9.00 pm</td> <td>150</td> <td>175</td> </tr> <tr> <td>Between 9.00 pm and midnight</td> <td>175</td> <td>200</td> </tr> <tr> <td>Sunday—all day</td> <td>200</td> <td>225</td> </tr> <tr> <td>Public holidays—all day</td> <td>250</td> <td>275</td> </tr> </tbody> </table> <p>See Schedule B for a summary of hourly rates of pay including overtime and penalties.</p>	Hours worked	Penalty rate	Casual penalty rate (inclusive of casual loading)		% of minimum hourly rate		Monday to Friday			Before 8.00 am	150	175	Between 7.00 pm and 9.00 pm	125	150	Between 9.00 pm and midnight	150	175	Saturday			Before 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	Sunday—all day	200	225	Public holidays—all day	250	275	<p>21. Penalty rates</p> <p>21.1 This clause sets out higher rates of pay (penalty rates) for hours worked at specified times or on specified days that are not required to be paid at the overtime rate.</p> <p>NOTE: Hours worked in excess of ordinary hours are required to be paid at the overtime rate. See clause <u>20—Overtime</u>.</p> <p>21.2 Penalty rates are not cumulative on overtime rates.</p> <p>21.3 An employer must pay an employee in accordance with <u>Table 5—Penalty rates</u> for hours worked by the employee during a period specified in column 1 of that Table:</p> <p>(a) for a full-time or part-time employee, at the percentage specified in column 2 of <u>Table 5—Penalty rates</u> of the minimum hourly rate applicable, according to the classification of the employee under clause <u>16—Wages</u>; or</p> <p>(b) for a casual employee, at the percentage specified in column 3 of <u>Table 5—Penalty rates</u> of the minimum hourly rate of the employee, under clause <u>16—Wages</u>.</p> <p>NOTE: <u>Table 3—Minimum wages for employees</u> shows the minimum hourly rate applicable under clause 16.1. If an employee is classified as a pharmacy assistant and aged under 21, see also clause <u>16.2—Junior wages (Pharmacy Assistants only)</u>.</p> <p>Table 5—Penalty rates</p> <table border="1" data-bbox="1219 1171 1982 1898"> <thead> <tr> <th>Column 1 For hours worked on</th> <th>Column 2 Full-time and part-time penalty rate</th> <th>Column 3 Casual penalty rate (inclusive of casual loading)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Monday to Friday</td> </tr> <tr> <td>Between 7.00 am and 8.00 am</td> <td>150%</td> <td>175%</td> </tr> <tr> <td>Between 7.00 pm and 9.00 pm</td> <td>125%</td> <td>150%</td> </tr> <tr> <td>Between 9.00 pm and midnight</td> <td>150%</td> <td>175%</td> </tr> <tr> <td colspan="3">Saturday</td> </tr> <tr> <td>Between 7.00 am and 8.00 am</td> <td>200%</td> <td>225%</td> </tr> <tr> <td>Between 8.00 am</td> <td>125%</td> <td>150%</td> </tr> </tbody> </table>	Column 1 For hours worked on	Column 2 Full-time and part-time penalty rate	Column 3 Casual penalty rate (inclusive of casual loading)	Monday to Friday			Between 7.00 am and 8.00 am	150%	175%	Between 7.00 pm and 9.00 pm	125%	150%	Between 9.00 pm and midnight	150%	175%	Saturday			Between 7.00 am and 8.00 am	200%	225%	Between 8.00 am	125%	150%	<p>Part A</p>
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<p data-bbox="166 751 952 783">Part 6—Leave, Public Holidays and Other NES Entitlements</p> <p data-bbox="166 810 457 842">15. Annual leave</p> <p data-bbox="166 867 1056 930">15.1 substituted in accordance with para [35] [2014] FWCFB 9412; Note inserted in accordance with para [94] of [2015] FWCFB 4658</p> <div data-bbox="290 936 1041 1003" style="border: 1px solid black; padding: 2px;"> <p data-bbox="290 961 1020 993">This annual leave provision may be affected by AM2014/47</p> </div> <p data-bbox="290 1035 1092 1192">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 be entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p data-bbox="166 1220 774 1251">15.1 Annual leave is provided for in the NES.</p> <p data-bbox="166 1276 810 1308">15.2 Additional leave for certain shiftworkers</p> <p data-bbox="290 1329 1092 1455">A shiftworker, for the purposes of the NES, is an employee who is a seven 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 seven days a week.</p> <p data-bbox="166 1482 557 1514">15.3 Annual leave loading</p> <p data-bbox="290 1539 1092 1696">(a) During a period of annual leave an employee will receive a loading calculated on the wage prescribed in clause 10—Minimum wages of this award in addition to their minimum rate of pay. Annual leave loading payment is payable on leave accrued.</p> <p data-bbox="290 1724 715 1755">(b) The loading will be as follows:</p> <p data-bbox="350 1780 557 1812">(i) Day work</p> <p data-bbox="424 1833 1092 1896">Employees who would have worked on day work only had they not been on leave—17.5% or the relevant</p>	<p data-bbox="1104 751 1561 783">Part 6—Leave and Public Holidays</p> <p data-bbox="1104 810 1389 842">22. Annual leave</p> <p data-bbox="1104 867 2030 930">NOTE: The National Employment Standards set out the entitlements for annual leave. See <u>Part 2.2, Division 6 of the Fair Work Act</u>.</p> <p data-bbox="1104 951 2030 1171">NOTE: Under the National Employment Standards the employer must pay an employee on paid annual leave at their base rate of pay for their ordinary hours of work for the period of the leave. If an employer pays at a higher rate of pay for ordinary hours worked than the minimum rate of pay under this award, an employee’s base rate of pay will be higher than the minimum rate of pay under this award for ordinary hours worked. See <u>section 16 of the Fair Work Act</u> for the definition of “base rate of pay”.</p> <p data-bbox="1104 1199 2030 1262">22.1 For the purposes of the National Employment Standards a shiftworker is an employee who is:</p> <p data-bbox="1219 1287 2030 1434">(a) employed in a community pharmacy at which shifts are continuously rostered 24 hours a day for 7 days a week; and (b) regularly rostered to work on Sundays and public holidays.</p> <p data-bbox="1104 1461 2030 1587">NOTE: The National Employment Standards provides for 5 weeks of paid annual leave if an award defines or describes the employee as a shiftworker for the purposes of the National Employment Standards. See <u>section 87 of the Fair Work Act</u>.</p> <p data-bbox="1104 1612 1492 1644">22.2 Annual leave loading</p> <p data-bbox="1219 1671 2030 1797">(a) An employer must pay an employee for each period of accrued paid annual leave taken by the employee an annual leave loading on each hour that the employee would have worked had the employee not been on annual leave.</p> <p data-bbox="1219 1822 1798 1854">(b) The amount of an annual leave loading is:</p> <p data-bbox="1285 1881 2030 1913">(i) 17.5% of the minimum hourly rate applicable,</p>	<p data-bbox="2041 751 2131 783">Part B</p> <p data-bbox="2041 909 2902 1056">The note about “base rate of pay” is intended to go in all awards, although it is unclear whether the same wording will be used in all awards (see para 52 and 97 of [2015] FWCFB 4658). If the latter, it may be more appropriate for a broader consultation to ensure all interested parties can have input.</p> <p data-bbox="2041 1423 2902 1581">As the award is not to summarise NES entitlements (see para 35 of [2014] FWCFB 9412), the note about the amount of annual leave only relates to the section of the NES that refers to the modern award. However, would it may be beneficial to include the 4 weeks entitlement too for completeness.</p> <p data-bbox="2041 1665 2902 1759">Clause 16 of the Pharmacy Guild’s ‘Plain English draft’ includes 2 examples of how to calculate annual leave loading and identify “which is the greater”.</p> <p data-bbox="2041 1791 2902 1875">It could be beneficial to include examples in the Plain language draft. User-testing of Part B clauses could assist with development of such examples.</p>															

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<p>weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork</p> <p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p> <p>15.4 Paid leave in advance of accrued entitlement</p> <p>(a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued.</p> <p>(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.</p>	<p>according to the classification of the employee, under clause <u>16—Wages</u>; or</p> <p>(ii) the higher percentage of that rate that the employee is entitled to be paid under clause <u>21—Penalty rates</u>.</p> <p>22.3 An employer may allow an employee to take a period of paid annual leave before the employee has accrued an entitlement to the leave.</p> <p>22.4 If, on the termination of the employee’s employment, the employee has not accrued an entitlement to a period of paid annual leave already taken, the employer may deduct from any money due to the employee on termination an amount equal to the amount already paid to the employee in respect of that paid annual leave taken.</p>	
<p>16. Personal/carer’s leave and compassionate leave 16.1 substituted in accordance with para [35] [2014] FWCFB 9412</p> <p>16.1 Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p>16.2 Evidence requirements</p> <p>(a) For the purposes of s.107(3) of the Act, an employee is entitled to one day’s absence per year for leave of the kind in s.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.</p> <p>(b) Where any absence exceeds three consecutive days, the employer may require the production of a medical certificate from a legally qualified medical practitioner.</p> <p>16.3 Casual employees</p> <p>(a) A casual employee is entitled to be unavailable for work or to leave work to care for a person who:</p> <p>(i) is sick and requires care and support; or</p> <p>(ii) requires care due to an emergency.</p> <p>(b) 48 hours’ absence is allowed by right, with additional absence by agreement.</p>	<p>23. Personal/carer’s leave and compassionate leave</p> <p>NOTE: The National Employment Standards set out the entitlements for personal/carer’s leave and compassionate leave. See <u>Part 2.2, Division 7 of the Fair Work Act</u>.</p> <p>23.1 An employee, other than a casual employee, is entitled to take one day of paid personal/carer’s leave for each year of service if the employee is not fit to work because of a personal illness, or personal injury, affecting the employee without having to provide any kind of evidence that the leave is taken for that reason.</p> <p>23.2 If an employee, other than a casual employee is absent on paid personal/carer’s leave for a single continuous period in excess of 3 days for the reason mentioned in clause <u>23.1</u>, the employer may require the employee to produce a medical certificate from a registered medical practitioner.</p> <p>23.3 A casual employee is entitled to be unavailable for work, or to leave work, for a single continuous period of up to 48 hours to provide care or support to a person who requires it because of a personal illness, or emergency, affecting the person.</p> <p>23.4 The employer and a casual employee may agree to extend the period mentioned in clause <u>23.1</u>.</p> <p>23.5 An employer must not fail to re-engage a casual employee because the employee has exercised an entitlement under clause <u>23.1</u>.</p>	<p>Part B</p>

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<p>(c) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause.</p> <p>(d) Casual employees are not entitled to paid leave under clause 16.3(a).</p>	<p>23.6 A casual employee is not entitled to be paid for a period of leave taken under clause <u>23.1</u>.</p>	
<p>17. Parental leave and related entitlements 17 substituted in accordance with para [35] [2014] FWCFB 9412 Parental leave and related entitlements are provided for in the NES.</p>	<p>24. Parental leave and related entitlements NOTE: The National Employment Standards set out the parental leave and related entitlements of employees. See <u>Part 2.2, Division 5 of the Fair Work Act</u>.</p>	Part B
<p>18. Public holidays 18.1 substituted in accordance with para [35] [2014] FWCFB 9412</p> <p>18.1 Public holiday entitlements are provided for in the NES.</p> <p>18.2 Where an employee works on a public holiday they will be paid in accordance with clause 14.1—Penalty rates.</p> <p>18.3 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.</p>	<p>25. Public holidays NOTE: The National Employment Standards set out entitlements in relation to working on public holidays. See <u>Part 2.2, Division 10 of the Fair Work Act</u>.</p> <p>NOTE: Clause <u>21—Penalty rates</u> provides for penalty rates to be paid for hours worked on a public holiday. See also <u>Schedule F—[2016] part-day public holidays</u>.</p> <p>25.1 Substitution of public holidays</p> <p>(a) An employer and an employee may agree in writing to substitute another day for a public holiday.</p> <p>(b) The employer may determine to substitute another day for a public holiday in the absence of agreement between the employer and the employee.</p> <p>(c) However, a determination under paragraph (b) must not result in the employee having less time off than the employee would have had if the employee had not been rostered to work on the public holiday.</p>	Part B
<p>19. Community service leave 19 substituted in accordance with para [35] [2014] FWCFB 9412 Community service leave is provided for in the NES.</p>	<p>26. Community service leave NOTE: The National Employment Standards set out community service leave entitlements of employees. See <u>Part 2.2, Division 8 of the Fair Work Act</u>.</p>	Part B
<p><i>Clauses 22 and 23 reproduced here for comparative purposes</i></p> <p>Part 7—Consultation and Dispute Resolution</p> <p>22. Consultation</p> <p>23. Dispute resolution</p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>27. Consultation about major workplace change</p> <p>28. Consultation about changes to rosters or hours of work</p> <p>29. Dispute resolution</p>	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language drafts of these standard clauses will be subject to a broad consultation process as part of the 4 yearly review of modern awards. The Plain language draft will be published in due course.</p> <p>The consultation clause from the exposure draft deals with multiple topics and so it has been split out into 2 clauses.</p>

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<p><i>Clause 20 is reproduced here for comparative purposes</i></p> <p>20. Termination of employment</p> <p>20.1 Notice of termination is provided for in the NES.</p> <p>20.2 Notice of termination by an employee The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.</p> <table border="1" data-bbox="290 594 961 821"> <thead> <tr> <th>Years of service</th> <th>Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> <p>If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p>	Years of service	Period of notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>Part 8—Termination of employment and Redundancy</p> <p>30. Termination of employment NOTE: The National Employment Standards set out requirements for notice of termination by an employer. See <u>Part 2.2, Division 11 of the Fair Work Act</u>.</p> <p>30.1 Notice of termination by an employee</p> <p>(a) An employee must give the employer written notice of termination in accordance with <u>Table 6—Period of notice</u> of at least the period specified in Column 2 according to the period of continuous service of the employee specified in Column 1.</p> <p>Table 6—Period of Notice</p> <table border="1" data-bbox="1196 709 1902 1073"> <thead> <tr> <th>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</th> <th>Column 2 Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> <p>(b) If an employee fails to give the required period of notice in accordance with <u>Table 6—Period of notice</u>, the employer may deduct the amount that would otherwise be payable to the employee (on termination under this award or the National Employment Standards) for the period of notice not given by the employee.</p>	Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>Part B</p> <p>Most (98 of the 122) modern awards contain the same Termination of employment clause as the Pharmacy Industry Award. The differences are mostly the inclusion of additional clauses (e.g. provisions for abandonment of employment) or different notice periods for certain classifications. This clause may require broader consultation, similar to that planned for the ‘standard clauses’.</p> <p>A new part has been created in the revised plain language draft (Part 8) in response to user-testing feedback. As noted at para 57 of this report, including the termination of employment and redundancy provisions in with other NES-related provisions did not resonate with employers and employees. This was primarily due to low awareness and limited knowledge of the NES. Further, participants indicated a strong preference for termination of employment and redundancy provisions to appear at the end of the award as this was a more logical sequence and where they expected to locate this information.</p>
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<p><i>Clause 21 is reproduced here for comparative purposes</i></p> <p>21. Redundancy</p> <p>21.1 Redundancy pay is provided for in the NES.</p>	<p>31. Redundancy NOTE: The National Employment Standards set out requirements for Redundancy pay. See <u>Part 2.2, Division 11, Subdivision B of the Fair Work Act</u>.</p> <p>NOTE: Clause <u>27—Consultation about major workplace change</u> sets out requirements to consult about major workplace change, including changes that may involve redundancy.</p>	<p>Part B</p> <p>Most (98 of the 122) modern awards contain the same Redundancy clause as the Pharmacy Industry Award. The differences are most commonly the inclusion of additional clauses (e.g. provisions for small business) or omission of provisions (e.g. job search entitlement).</p> <p>These revised Plain language draft clauses (clauses 31–34) may require broader consultation, similar to that planned for the ‘standard clauses’.</p>																				
<p><i>Clause 21.2 is reproduced here for comparative purposes</i></p> <p>21.2 Transfer to lower paid duties</p> <p>Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer’s option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay</p>	<p>32. Transfer to lower paid job on redundancy NOTE: The National Employment Standards Notice set out Notice of termination and redundancy pay requirements. See <u>Part 2.2, Division 11 of the Fair Work Act</u>.</p> <p>32.1 This clause applies if the employer:</p> <p>(a) no longer requires the job (the old job) being performed by an employee to be performed by anyone; and</p>	<p>Part B</p>																				

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<p>and the ordinary time rate of pay for the number of weeks of notice still owing.</p>	<p>(b) wishes to transfer the employee to a new job (the new job) at a lower classification and lower hourly rate of pay.</p> <p>32.2 The employee is entitled to be given written notice of the transfer to a new classification of the same minimum period of notice as the employee would be entitled to for a notice of termination.</p> <p>32.3 If the employer transfers the employee to the new classification before the end of the minimum period of notice, the employee is entitled to receive a payment from the employer.</p> <p>32.4 The amount of payment to which the employee is entitled under clause 32.3 is the difference between A and B where:</p> <p>(a) A is the full rate of pay for the hours the employee would have worked in the old job had the employee continued to be employed in that job until the end of the minimum period of notice; and</p> <p>(b) B is the full rate of pay to which the employee is entitled for working in the new job until the end of the minimum period of notice.</p> <p>NOTE: See <u>section 18 of the Fair Work Act</u> for the meaning of “full rate of pay”.</p>	<p>The exposure draft and current award refer to ‘ordinary time rate of pay’ (believed to be from a test case) for the notice period pay rate. The full rate of pay is taken from the Fair Work Act.</p>
<p><i>Clause 21.3 is reproduced here for comparative purposes</i></p> <p>21.3 Employee leaving during notice period</p> <p>An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p>	<p>33. Employee leaving during redundancy notice period</p> <p>33.1 This clause applies if an employee has been given written notice of termination of employment by their employer in circumstances in which the employee is entitled to redundancy pay. (See <u>section 119 of the Fair Work Act</u>).</p> <p>33.2 The employee may terminate their employment at any time during the minimum period of notice required to be given by their employer. (See <u>section 117 of the Fair Work Act</u>).</p> <p>33.3 The requirement for the employer to pay the employee at the full rate of pay for the hours the employee would have worked had the employee continued to be employed until the end of the minimum period of notice is not affected by the early termination of employment by the employee.</p> <p>NOTE: See <u>section 18 of the Fair Work Act</u> for the meaning of “full rate of pay”.</p>	<p>Part B</p>
<p><i>Clauses 20.3 and 21.4 are reproduced here for comparative purposes</i></p> <p>20.3 Job search entitlement</p> <p>Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p> <p>21.4 Job search entitlement</p> <p>(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without</p>	<p>34. Job search entitlement</p> <p>34.1 Where an employer has given an employee written notice of termination of employment, the employer must allow the employee paid time off of up to one day over the period of notice for the purpose seeking other employment.</p> <p>34.2 However, clause <u>34.3</u> applies if an employee has been given written notice of termination of employment in circumstances in which the employee is entitled to redundancy pay.</p> <p>NOTE: See <u>section 119 of the Fair Work Act</u>.</p>	<p>Part B</p> <p>This is an example of two subclauses from the exposure draft from different clauses (Termination of employment and Redundancy) dealing with the same topic being combined into a new clause that just deals with the topic of job search entitlements.</p>

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<p>loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>(c) This entitlement applies instead of clause 20.3.</p>	<p>34.3 The employer must allow the employee, during the minimum period of notice, paid time off of up to one day each week for the purpose of seeking other employment.</p> <p>NOTE: See <u>section 117 of the Fair Work Act</u>.</p> <p>34.4 If the employee is allowed paid time off of more than one day per week during the minimum period of notice for the purpose of the employee seeking other employment, the employee must, at the request of the employer, produce proof of attendance at a job interview.</p> <p>34.5 A statutory declaration is sufficient for the purpose of clause <u>34.4</u>.</p> <p>34.6 An employee who fails to produce proof when required under clause <u>34.4</u> is not entitled to be paid for the time off in excess of one day per week.</p> <p>34.7 Time off under this clause is to be taken at times that are convenient to the employee after consultation with the employer.</p>	
<p><i>Clause 1.5 is reproduced here for comparative purposes.</i></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 9—Miscellaneous matters</p> <p>35. Protection against pay reduction</p> <p>35.1 The making of this award, or of any variation of it, is not intended to result in the take-home pay of an employee covered by it being reduced.</p> <p>35.2 An application may be made to the Fair Work Commission by or on behalf of an employee who suffers a reduction mentioned in clause <u>35.1</u>.</p> <p>35.3 On an application under clause <u>35.2</u>, the Fair Work Commission may make any order that it considers appropriate to ensure that the take-home pay of the employee is not reduced.</p>	<p>Part B</p> <p>A new part (Part 9) has been created in the revised Plain language draft.</p> <p>It would be preferable not to have a Part 9—Misc. matters; however, it may be tolerable if this part just includes the protection against pay reduction provisions which are likely to be removed before the end of the 4 yearly review of modern awards (see para 81 of <u>[2015] FWCFB 6656</u>).</p>
<p>Schedule A—Classification Definitions</p> <p>A.1 Pharmacy Assistant Level 1 is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p>A.2 Pharmacy Assistant Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.</p> <p>A.3 Pharmacy Assistant Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level.</p> <p>(a) A Pharmacy Assistant who is a holder of Certificate III in</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>Part A</p>

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<p>Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p>(b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p>(c) A Pharmacy Assistant, who for the majority of their duties is assisting with extemporaneous preparations working in a compounding lab or compounding section of a community pharmacy, will be paid as Pharmacy Assistant Competency Level 3.</p> <p>A.4 Pharmacy Assistant Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.</p>	<p>(a) supervise pharmacy assistants levels 1 or 2; or</p> <p>(b) assist a pharmacist in the dispensing section of a community pharmacy; or</p> <p>(c) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties.</p> <p>A.4 pharmacy assistant level 4 is an employee who has acquired the competencies required to be the holder of a Certificate IV in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.</p> <p>A pharmacy assistant level 4 may be required by the employer to supervise pharmacy assistants levels 1, 2 or 3.</p>	
<p>A.5 Pharmacy Student means a person who is undertaking an approved program of study, under the Australian Health Practitioner Regulation National Law, leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.</p> <p>A.6 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the Australian Health Practitioner Regulation National Law.</p> <p>A.5 Pharmacist is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.</p> <p>A.6 Experienced Pharmacist is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.</p> <p>A.7 Pharmacist in Charge is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.</p> <p>A.8 Pharmacist Manager is a pharmacist who is responsible to the proprietor for all aspects of the business.</p>	<p>A.5 pharmacy student is an employee who is undertaking training as part of an approved program of study, as defined by section 5 of the Health Practitioner Regulation National Law.</p> <p>A.6 pharmacy intern is an employee who has satisfied the examination requirements of an accredited program of study, as defined by section 5 of the Health Practitioner Regulation National Law, and who is undertaking clinical training.</p> <p>A.7 pharmacist is an employee registered under the Health Practitioner Regulation National Law to practise in the pharmacy profession (other than as a student).</p> <p>A.8 experienced pharmacist is an employee who is a pharmacist with at least 4 years full-time experience (or the part-time equivalent) in a community pharmacy.</p> <p>A.9 pharmacist in charge is an employee who is a pharmacist who assumes responsibility for the day to day supervision and functioning of the community pharmacy.</p> <p>A.10 pharmacist manager is an employee who is a pharmacist who is responsible to the owner of the community pharmacy for all aspects of the business.</p>	<p>Part A</p>

<u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
Schedule B—Summary of Hourly Rates of Pay	Schedule B—Summary of Hourly Rates of Pay	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>No substantive changes to the exposure draft planned.</p>
Schedule C—Summary of Monetary Allowances	Schedule C—Summary of Allowances	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>No substantive changes to the exposure draft planned.</p>
Schedule D—Supported Wage System	Schedule D—Supported Wage System	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language draft of this Schedule will be subject to a consultation process as part of the 4 yearly review of modern awards. The plain language draft will be published in due course.</p>
Schedule E—National Training Wage	Schedule E—National Training Wage	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language draft of this Schedule will be subject to a consultation process as part of the 4 yearly review of modern awards. The plain language draft will be published in due course.</p>
Schedule F—2014 Part-day public holidays	Schedule F—[2016] part-day public holidays	<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>The plain language draft of this Schedule will be subject to a consultation process as part of the 4 yearly review of modern awards. The plain language draft will be published in due course.</p>

EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015)	Plain language draft (revised 21 April 2016)	Drafter comments
<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 registration of pharmacies; <p>and</p> <ul style="list-style-type: none"> • 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. 	<p>Schedule G—Definitions</p> <p>Fair Work Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>community pharmacy, see clause <u>4.1</u>.</p>	<p>Part A</p>
<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>		<p>Part B</p> <p><i>Provisions not reproduced in this Attachment B.</i></p> <p>These definitions relate to a standard clause. The plain language draft of these definitions may be subject to a broad consultation process as part of the 4 yearly review of modern awards.</p>
<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>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 <u>sections 59 to 131</u> 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>employee means a national system employee as defined by <u>section 13</u> of the Act.</p> <p>employer means a national system employer as defined by <u>section 14</u> 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 Amendments) Act 2009</i> (Cth).</p> <p>on-hire employer means a person who carries on a business of employing individuals for the purpose of on-hiring them to an end-user employer.</p> <p>on-hire employee means an employee of an on-hire employer who is on-hired to an employer covered by this award.</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</i> (Cth).</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</i></p>	<p>Part A</p>

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	<p>2009 (Cth).</p> <p>National Employment Standards, see <u>Part 2-2 of the Fair Work Act</u>. An extracts of <u>section 61 of the Fair Work Act</u> is reproduced below.</p> <p>The National Employment Standards are minimum standards applying to employment of employees.</p> <p>The minimum standards relate to the following matters:</p> <ul style="list-style-type: none"> (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). <p>Divisions 3 to 12 of the Fair Work Act constitute the National Employment Standards.</p> <p>Table 1—Index of facilitative provisions means the Table in clause 7.1.</p> <p>Table 2—Entitlements to meal and rest breaks means the Table in clause 15.2.</p> <p>Table 3—Minimum wages for employees means the Table in clause 16.1.</p> <p>Table 4—Overtime rates means the Table in clause 20.3.</p> <p>Table 5—Penalty rates means the Table in clause 21.3.</p> <p>Table 6—Period of notice means the Table in clause 30.1.</p>	