



## IN THE FAIR WORK COMMISSION

Matter No: AM2014/209

Title: Award Review 2014

Pharmacy Industry Award 2010

## SUBMISSIONS ON THE PHARMACY INDUSTRY AWARD EXPOSURE DRAFT TECHNICAL AND DRAFTING MATTERS

16 July 2015

<b>Filed on behalf of:</b>	<b>Health Services Union</b>		
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## Introduction

1. The Health Services Union (HSU) makes these submissions on the technical and drafting issues related to the Exposure Draft of the Pharmacy Industry Award 2014 released by the Fair Work Commission (the Commission) on 8 December 2014, and outlines its submissions in relation to its substantive claims being pursued, in accordance with the Statement issued by Justice Ross on 30 March 2015<sup>1</sup> and amended directions issued on 6 May 2015<sup>2</sup>.
2. The HSU relies upon its submissions concerning the exposure draft, which were filed on 28 January 2015. Those submissions did not address the 23 December 2014 Full Bench decision<sup>3</sup>.
3. The HSU also notes the Full Bench Decision of 13 July 2015<sup>4</sup>, and more specifically the sections that relate to general drafting and technical issues common to multiple exposure drafts. Whilst there have been no changes made to this Exposure Draft at this stage the HSU expect that the Pharmacy Industry Award Exposure Draft will be varied to reflect these Decisions and as such makes no submissions concerning the matters addressed by the decisions. If the Commission requires submissions on these matters the HSU is happy to provide them.
4. The HSU further notes and relies upon the comments included at the commencement of the Pharmacy Award Exposure Draft *'This exposure draft does not seek to amend any entitlements under the Pharmacy award but has been prepared to address some of the structural issues identified in modern awards.'*
5. HSU has read and supports the submissions made by the Shop Distributive and Allied Employees' Association (SDA) and the Association of Professional Engineers, Scientists & Managers, Australia (APESMA) in relation to this award.

## Technical and drafting issues relating to the exposure draft

### Agreed matters

6. Following initial submissions and submissions in reply concerning the exposure draft, a conference held before Commissioner Bissett on 15 April 2015, and further discussions by teleconference, the parties have been able to reach agreement on several technical and drafting issues.

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<sup>1</sup> [\[2015\] FWC 2194](#)

<sup>2</sup> [\[2015\] FWC 3148](#)

<sup>3</sup> [\[2014\] FWCFB 9412](#)

<sup>4</sup> [\[2015\] FWCFB 4658](#)

7. These agreed matters have been outlined in Attachment A of this submission. HSU does not intend to make further submissions in relation to these matters except at the direction of the Commission.

### Withdrawn matters

8. Further to the agreements reached above, HSU withdraws opposition to wording of the exposure draft in relation to *Item 41*, contained in the summary of submissions document, which relates to Annualised Salaries.

### Outstanding matters

9. HSU supports and adopts the submissions of the SDA and APESMA in relation to the following matters:
  - a. Inclusion of Facilitative Provisions
  - b. Inclusion of summary wages tables
  - c. Casual Employment
  - d. Definition of overtime – drafting issues
  - e. Definition of overtime – Ambiguities and Anomalies
  - f. Overtime and casual and part-time employees

### Plain English draft

10. HSU notes the submissions by Meridian Lawyers on behalf of the Pharmacy Guild dated 31 March 2015, and tabling a plain English draft of the award.
11. To the extent that the Pharmacy Guild wish to pursue their version of the award HSU believes that the draft award constitutes a substantive claim and as such should be referred to a Full Bench for separate hearing and not constitute part of the matters before the Commission concerning technical and drafting matters relating to the exposure draft.

### Substantive claims

12. HSU does not make any further claims in relation to the Pharmacy Award.
13. The variation proposed by the HSU regarding classification references to the registration of Pharmacists has been agreed between the parties and is included in the Agreed Matters table appended to these submissions.

A handwritten signature in black ink, appearing to read 'Leigh Svendsen'.

Leigh Svendsen  
Senior National Industrial Officer

## Appendix A

### Pharmacy Industry Award – Exposure Draft – Agreed matters

Item No	Exposure Draft	Agreed Wording
10	<p>2 The National Employment Standards and this award</p> <p>2.1 The <a href="#">National Employment Standards</a> (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.</p>	<p>2. The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p> <p>2.4 Where a pharmacy does not have a notice board, the award and the NES may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.</p>
11	<p>5 Facilitative provisions</p> <p>5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority</p>	<p>5. Facilitative provisions</p> <p>5.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.</p>

Item No	Exposure Draft	Agreed Wording															
	<p>of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p> <p>5.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="304 619 1142 842"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.4(c)</td> <td>Time off instead of</td> <td>An individual</td> </tr> <tr> <td>18.4</td> <td>Substitution of public holidays by agreement</td> <td>An individual or the majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	13.4(c)	Time off instead of	An individual	18.4	Substitution of public holidays by agreement	An individual or the majority of employees	<p>5.2 The following clauses have facilitative provisions:</p> <table border="1" data-bbox="1317 427 2011 592"> <thead> <tr> <th>Clauses</th> <th>Provision</th> </tr> </thead> <tbody> <tr> <td>13.4(c)</td> <td>Time off instead of payment</td> </tr> <tr> <td>18.4</td> <td>Substitution of public holidays</td> </tr> </tbody> </table> <p>5.3 The agreement must be kept by the employer as a time and wages record.</p>	Clauses	Provision	13.4(c)	Time off instead of payment	18.4	Substitution of public holidays
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19	<p>6.4 Part-time employment</p> <p>(a) A part-time employee:</p> <ul style="list-style-type: none"> <li>(i) is engaged to work less than 38 hours per week;</li> <li>(ii) has reasonably predictable hours of work;</li> <li>(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.</li> </ul>	<p>6.4 Part-time employment</p> <p>(a) A part-time employee:</p> <ul style="list-style-type: none"> <li>(i) is engaged to work less than 38 hours per week; <u>and</u></li> <li>(ii) has reasonably predictable hours of work;</li> <li>(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.</li> </ul>															
20 & 21	<p>6.4(d) For each ordinary hour worked, a part-time employee will be paid no less than the minimum hourly rate of pay for the relevant classification in clause 6.5(d).</p>	<p>6.4(d) For each ordinary hour worked, a part-time employee will be paid <del>no less than</del> the minimum hourly rate of pay for the relevant classification in clause <del>6.5(d)</del><u>10.1</u>.</p>															
22&	6.4(f) Rosters	6.4(f) Rosters															

Item No	Exposure Draft	Agreed Wording				
23	<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"> <li>• by giving seven days’ written notice; or</li> <li>• in the case of an emergency, by giving 48 hours’ notice; or</li> <li>• at any time by mutual agreement between the employer and the employee.</li> </ul>	<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"> <li>• by <u>the employer</u> giving <u>the employee</u> seven days’ written notice; or</li> <li>• in the case of an emergency, by <u>the employer</u> giving <u>the employee</u> 48 hours’ <u>written</u> notice; or</li> <li>• at any time by mutual agreement between the employer and the employee.</li> </ul>				
26	<p>6.5(c)(ii) The casual loading is paid instead of annual leave, paid personal leave, paid personal/carer’s leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.</p> <p>(iii) The following provisions of this award to not apply to casual employees</p>	Delete clause 6.5(c)(ii) and 6.5(c)(iii).				
28	8.3(a)(v) An employee who regularly works Sundays will be rostered to have three consecutive days off every four weeks and the consecutive days off will include Saturday and Sunday.	8.3 (a)(v) An employee may be rostered to work a maximum of 3 Sundays in any 4 week cycle and must have three consecutive days off every four weeks, including a Saturday and Sunday.				
32	<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>	<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> <p><b>Insert table after 9.3</b></p> <table border="1" data-bbox="1317 1273 1928 1374"> <tr> <td style="text-align: center;">Ordinary hours per day</td> <td style="text-align: center;">Break</td> </tr> <tr> <td style="text-align: center;">4 hours and up to and</td> <td style="text-align: center;">One 10-minute paid rest</td> </tr> </table>	Ordinary hours per day	Break	4 hours and up to and	One 10-minute paid rest
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Item No	Exposure Draft	Agreed Wording																																																								
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33	<p>10. Minimum wages</p> <p>10.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="302 890 1155 1358"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate \$</th> <th>Minimum hourly rate \$</th> <th>Casual hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Pharmacy Assistants</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>703.9</td> <td>18.52</td> <td>23.15</td> </tr> <tr> <td>Level 2</td> <td>720.7</td> <td>18.97</td> <td>23.71</td> </tr> <tr> <td>Level 3</td> <td>746.2</td> <td>19.64</td> <td>24.55</td> </tr> <tr> <td>Level 4</td> <td>776.9</td> <td>20.44</td> <td>25.55</td> </tr> <tr> <td>Pharmacy Students</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$	Pharmacy Assistants				Level 1	703.9	18.52	23.15	Level 2	720.7	18.97	23.71	Level 3	746.2	19.64	24.55	Level 4	776.9	20.44	25.55	Pharmacy Students				<p>10. Minimum wages</p> <p>10.1(a) An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="1187 890 2018 1358"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate \$</th> <th>Minimum hourly rate \$</th> <th>Casual hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Pharmacy Assistants</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Level 1</td> <td>703.90</td> <td>18.52</td> <td>23.15</td> </tr> <tr> <td>Level 2</td> <td>720.70</td> <td>18.97</td> <td>23.71</td> </tr> <tr> <td>Level 3</td> <td>746.20</td> <td>19.64</td> <td>24.55</td> </tr> <tr> <td>Level 4</td> <td>776.90</td> <td>20.44</td> <td>25.55</td> </tr> <tr> <td>Pharmacy Students</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$	Pharmacy Assistants				Level 1	703.90	18.52	23.15	Level 2	720.70	18.97	23.71	Level 3	746.20	19.64	24.55	Level 4	776.90	20.44	25.55	Pharmacy Students			
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	1st year of course	703.9	18.52	23.15	1st year of course	703.90	18.52	23.15
	2nd year of course	720.7	18.97	23.71	2nd year of course	720.70	18.97	23.71
	3rd year of course	746.2	19.64	24.55	3rd year of course	746.20	19.64	24.55
	4th year of course	776.9	20.44	25.55	4th year of course	776.90	20.44	25.55
	Pharmacy Interns				Pharmacy Interns			
	First half of training	787.1	20.71	25.89	First half of training	787.10	20.71	25.89
	Second half of training	814.0	21.42	26.78	Second half of training	814.00	21.42	26.78
	Pharmacist	920.9	24.23	30.29	Pharmacist	920.90	24.23	30.29
	Experienced Pharmacist	1008.6	26.54	33.18	Experienced Pharmacist	1008.60	26.54	33.18
	Pharmacist in Charge	1032.2	27.16	33.95	Pharmacist in Charge	1032.20	27.16	33.95
	Pharmacist Manager	1150.3	30.27	37.84	Pharmacist Manager	1150.30	30.27	37.84
					<p><u>10.1(b) A summary of hourly rates of pay including overtime and penalties is provided in Schedule B of this Award.</u></p> <p><u>10.1(c) Each year of a pharmacy student’s course commences on the first day of the relevant academic term. A pharmacy student’s progression through the pay rate is in line with the student’s progression through the course. If the pharmacy student completes subjects faster than the usual course progression for that year of study, the student will progress to the next pay rate even if they have not been on the previous pay rate for a year. A pharmacy student will not move to the next pay rate if they have not completed and passed all of the subjects required in the usual course progression for that year of study, even if</u></p>			

Item No	Exposure Draft	Agreed Wording
		<u>they remain on the same pay rate for more than one year. Students undertaking a Master of Pharmacy will commence at the year 3 pay rate.</u>
39	<p>10.3 Payment of wages</p> <p>(a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p>(b) Section 536 of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The Fair Work Regulations 2009 specify the information that must be included in a pay slip.</p>	<p>10.3 Payment of wages</p> <p><u>(a) Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</u></p> <p><u>(a)(b) All wages shall be paid on a regular pay day within 4 days of the end of the pay period. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks' written notice to the employee of such change.</u></p> <p><u>(c) Section 536 of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The Fair Work Regulations 2009 specify the information that must be included in a pay slip.</u></p>
43	<p>Clause 10.5 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D – Supported Wage System.</p>	<p>Clause 10.5 Supported wage system</p> <p>For employees who <del>because of the effects of a disability</del> are eligible for a supported wage, see Schedule D – Supported Wage System.</p>
44	<p>11.2(a)(iii) This provision will not apply when the employer has advised the employee of the requirement to work overtime on the previous day.</p>	<p>11.2(a)(iii) <del>This provision</del> <u>11.2(a)(i) and (ii)</u> will not apply when the employer has advised the employee of the requirement to work overtime the previous day.</p>
45	<p>Clause 11.2(a)(v) Meal allowance</p> <p>No meal allowance will be payable where the additional hours are agreed hours as per clause 6.4(c).</p>	<p>Maintain exposure draft wording.</p>
*50	<p>13.2 Definition of overtime</p>	<p>13.2 Definition of overtime</p>

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	<p>(a) For a full-time employee, overtime is paid for additional hours worked at the discretion of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(c) and 8.2(d).</p>	<p>(a) For a full-time employee, overtime is paid for additional hours worked at the <del>discretion</del> <u>direction</u> of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(c) and 8.2(d). (Please see note below -*50)</p>										
54	<p>14.2 On-premise meal allowance (Pharmacists only) A pharmacist who is required to attend to urgent matters during their meal break may be entitled to payment in accordance with clause 11.2(b).</p>	Delete Clause – already contained in clause 11.2(b)										
56	<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 for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p>	<p>20.2 The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice.</p> <table border="1" data-bbox="1227 914 2038 1329"> <thead> <tr> <th data-bbox="1227 914 1700 981">Years of Service</th> <th data-bbox="1700 914 2038 981">Period of Notice</th> </tr> </thead> <tbody> <tr> <td data-bbox="1227 981 1700 1048">Not more than 1 year</td> <td data-bbox="1700 981 2038 1048">1 week</td> </tr> <tr> <td data-bbox="1227 1048 1700 1155">More than 1 year but not more than 3 years</td> <td data-bbox="1700 1048 2038 1155">2 weeks</td> </tr> <tr> <td data-bbox="1227 1155 1700 1259">More than 3 years but not more than 5 years</td> <td data-bbox="1700 1155 2038 1259">3 weeks</td> </tr> <tr> <td data-bbox="1227 1259 1700 1329">More than 5 years</td> <td data-bbox="1700 1259 2038 1329">4 weeks</td> </tr> </tbody> </table>	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
Years of Service	Period of Notice											
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		<p>If an employee fails to give the required notice, the employer may withhold any money due to the employee under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p>
57	<p>21.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see <a href="#">ss.119–122</a> of the Act.</p> <p>21.2 A small business employer is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in <a href="#">s.23</a> of the Act</p>	<p>21.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see <a href="#">ss.119–122</a> of the Act.</p> <p><del>21.2 A small business employer is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in s.23 of the Act</del></p>
60	<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</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</p>

Item No	Exposure Draft	Agreed Wording
	<p>listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level.</p> <p>(a) A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p>(b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p>(c) A pharmacy assistant, who for the majority of their duties is assisting with extemporaneous preparations working in a compounding lab or compounding section of a community pharmacy, will be paid as Pharmacy Assistant Competency Level 3.</p> <p>A.4 Pharmacy Assistant Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.</p> <p>A.5 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</p>	<p>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><del>f1</del> (a) A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.</p> <p><del>f1</del> (b) A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p><del>f2</del> (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><u>A.95 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.</u></p> <p><u>A.106 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to</u></p>

Item No	Exposure Draft	Agreed Wording
	<p>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.9 Pharmacy Student means a person who is undertaking an accredited course of study leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.</p> <p>A.10 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the <del>relevant State/Territory Pharmacy Act.</del><u>Australian Health Practitioner Regulation National Law.</u></p>	<p><del>registration as a pharmacist and is engaging in the period of pre-registration training required under the Australian Health Practitioner Regulation National Law .</del></p> <p>A.57 Pharmacist is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.</p> <p>A.68 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.79 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.810 Pharmacist Manager is a pharmacist who is responsible to the proprietor for all aspects of the business.</p> <p><del>A.9 Pharmacy Student means a person who is undertaking an accredited course of study leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.</del></p> <p><del>A.10 Pharmacy Intern means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the relevant State/Territory Pharmacy Act.</del></p>

Item No	Exposure Draft	Agreed Wording
62	Schedule G - Definitions <ul style="list-style-type: none"> <li>• removal of default fund employee</li> </ul>	Retain definition of default fund employee as per Full Bench decision of the FWC [2013] FWCFB 10016. Default fund employee means an employee who has no chosen fund within the meaning of the Superannuation Guarantee (Administration) Act 1992 (Cth)

\*Item 50 – The HSU agrees that the word ‘discretion’ should be changed to ‘direction’ as this reflects the current award provision. However, the SDA has made submissions in relation to overtime provisions which HSU supports. While the HSU agrees with the varied wording, agreement relates only to the exposure draft technical matters.

### Matters dealt with by the Full Bench Decision

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

### Matters Withdrawn

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