

FAIR WORK COMMISSION

**4 Yearly Review of Modern Awards**

**Matter No.: AM2014/209**

**Pharmacy Industry Award 2010**

**Submissions**

**On**

**Technical and Drafting Issues Related to the Exposure Draft**

**And**

**Outline of Submissions in Relation to Substantive Claims**



**Association of Professional Engineers, Scientists and Managers, Australia  
(APESMA)**

**DATE: 15 July 2015**

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## **INTRODUCTION**

1. This submission by the Association of Professional Engineers, Scientists and Managers Australia (APESMA) is made in response to the Statement<sup>1</sup> issued by Justice Ross on 31 March 2015 and subsequent amended Directions<sup>2</sup> issued on 6 May 2105 requiring interested parties to file, by 15 July 2015, comprehensive written submissions on the technical and drafting issues related to the exposure draft for the Pharmacy Industry Award 2010 (AM2014/209), and a written outline of submissions in relation to any substantive claims or variations being pursued.
2. This submission concerns the Pharmacy Industry Award 2010 (MA000012) and is divided into two sections. The first section addresses technical issues arising out of the exposure draft and the second section provides an outline of submissions in relation to the substantive claims APESMA is pursuing as part of the four year modern award review process for this award.
3. Interested parties have met on a number of occasions to discuss the Exposure Draft and the substantive claims being pursued by interested parties in relation to the Pharmacy Industry Award 2010 (the Award) and the Commission has conducted two conferences so the parties can further explore the issues associated with the Exposure Draft and a the claims being pursued in relation to the Award. During these discussions and conferences interested parties were able to resolve a substantive number of the issues of concern that were raised by interested parties in relation to the Exposure Draft but we were not able to resolve or reach agreement on all issues raised. We were also not able to resolve or reach agreement on all of the of the substantive claims being pursued by interested parties.

## **EXPOSURE DRAFT**

### **Initial comments**

4. APESMA notes that in the Statement<sup>3</sup> of 8 December 2014 Justice Ross indicates that the exposure drafts for each of the modern awards were prepared by staff of the

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<sup>1</sup> [2015] FWC 2194

<sup>2</sup> [2015] FWC 3148

<sup>3</sup> [2014] FWC 8837

Commission and that these exposure drafts incorporate any technical and drafting changes proposed by the Commission. It is also noted that this Statement indicates that these exposure drafts do not incorporate any substantive changes and do not represent the concluded view of the Commission on any issue.

5. We also note that the Commission confirmed in its document titled 4 Yearly Review of Modern Awards – Guide to Award Stage<sup>4</sup> that:

*27. The draft awards prepared by staff of the Commission are intended to be a starting point for consideration and will not propose changes to any entitlement under a modern award. Suggested changes will only be to the form and structure of the modern awards.*

6. In our submission of 28 January 2015<sup>5</sup> and our submission in reply of 17 February 2015<sup>6</sup> APESMA noted a number of issues of concern we have with the Exposure Draft for this Award and with some issues raised by other interested parties. Our concerns were that in redrafting of the Award some changes had occurred that resulted in changes to current terms and conditions of employment. In these submissions we also noted and agreed with the submissions made by the SDA and HSUA in relation to the Exposure Draft for this Award.
7. The Pharmacy Guild of Australia (PGA), Australian Business Industrial and NSW Business Chamber (ABI) and Business South Australia (Business SA) also filed submissions outlining some issues of concern they had with the Exposure Draft. We agreed with some of these submissions and disagreed with other aspects of these submissions.
8. Some of issues of concern raised by APESMA in our submissions concerning this Exposure Draft were dealt with by the Full Bench in its Decision of 23 December 2014<sup>7</sup> in relation to the Group 1 awards. Whilst there have been no changes made to this Exposure Draft at this stage we expect that, consistent with this Decision of 23

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<sup>4</sup> 4 Yearly Review of Modern Awards – Guide to Award Stage, 16 June 2014, [27]

<sup>5</sup> APESMA, Submission in Response to the Pharmacy Industry Award Exposure Draft, 28 January 2015

<sup>6</sup> APESMA, Submission in reply to Submissions Made regarding the Pharmacy Industry Award Exposure Draft, 17 February 2015

<sup>7</sup> [2014] FWCFB 9412

December 2104, the Pharmacy Industry Award Exposure Draft will be varied to reflect this Decision.

9. We also note the Full Bench Decision of 13 July 2015<sup>8</sup>, and more specifically the sections which relate to general drafting and technical issues common to multiple exposure drafts. As with the Full Bench Decision of 23 December 2014<sup>9</sup> we expect that the relevant parts of this Decision will also be incorporated into the Pharmacy Industry Award.
10. Consequently we will not address those issues in this submission. If the Commission requires submissions on these matters APESMA is happy to provide them if requested.
11. A number of other issues associated with the Exposure Draft identified by APESMA and other interested parties have been resolved through discussions between the interested parties.
12. The attached Table marked as Attachment A and headed 'Pharmacy Industry Award – Exposure Draft – Agreed matters' outlines the matters that have been resolved between the parties. Attachment A also includes a list of the matters which have been dealt with by the Full Bench Decisions of 23 December 2014 and 13 July 2015 and matters withdrawn by the parties.
13. This submission does not further canvas these agreed matters specified in Attachment A but APESMA and the other interested parties are prepared to provide submissions on these matters if required by the Commission.

#### **Non Agreed Technical and Drafting Issues**

14. APESMA is aware of the details of the submission the SDA will be filing in relation to the non-agreed technical and drafting issues for the Exposure Draft for the Pharmacy Industry Award. We agree with those submissions and incorporate them into our submissions. We will not repeat the SDA submissions on the non-agreed technical and drafting issues in this submission.

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<sup>8</sup> [2015] FWCFB 4658

<sup>9</sup> [2014] FWCFB 9412

## **SUBSTANTIVE CLAIMS**

15. As outlined in our submission of 25 November 2014<sup>10</sup> APESMA believes significant changes are required to the Pharmacy Industry Award to ensure it reflects recent significant work value increases of the work performed by pharmacists and that the award continues to meet the needs of employee pharmacists and the community pharmacy industry.
16. The issues APESMA raised in its submission of 25 November 2014<sup>11</sup> that we still wish to pursue are:

### **Pay Rates for Pharmacists**

- 16.1 APESMA seeks to have the pay rates for Pharmacists and Pharmacy students contained in Clause 17 Minimum weekly wages of the Pharmacy Industry Award 2010 increased to reflect significant work value increases that have occurred to the work performed by employee pharmacists over recent years.

### **Professional Services Allowance**

- 16.2 The Association seeks the inclusion of a new allowance to cover additional duties performed by some pharmacists into Clause 19. Allowances of the Award. This claim relates to the provision of 'Professional Services'. All of these services are not necessarily performed by all pharmacies on a continued basis and they are separately funded by the Federal Government on an individual case by case basis.

### **Reimbursement of Expenses**

- 16.3 The inclusion of a provision providing reimbursement of a number of work related expenses is also sought. APESMA seeks the inclusion of an award provision that provides for the employer to reimburse employee pharmacists for Professional Insurance costs and Registration Fees.

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<sup>10</sup> APESMA, Pharmacy Industry Award, Initial Outline of Issues Identified, 25 November 2014

<sup>11</sup> Ibid

### **CPD Training and Study Leave**

- 16.4 APESMA seeks the inclusion of a provision in the Award that provides for employers to provide financial and time assistance for employees to undergo CPD training and further relevant study.

### **Workloads**

- 16.5 In our submission of 25 November 2014 APESMA also sought the inclusion of a new provision in the Award to provide a restriction on the number of prescriptions a pharmacist may dispense in one day. Following discussions with interested parties APESMA has agreed to withdraw this particular claim.

### **Evidence**

17. In order to support these claims APESMA will produce evidence such as agreements between the federal government and pharmacy owners; legislative changes; details of changes in pharmacist accreditation and qualification requirements; government publications and reports; academic research; survey results; comparisons with other modern awards; and witness evidence.

### **Procedure For Hearing Substantive Matters**

18. APESMA has held discussions with the other interested parties concerning the best way to address these substantive issues and it has been agreed that all of these claims are substantive claims and that they should be dealt with by a separate Full Bench

### **TIMETABLE**

19. During one of the conferences conducted by Commissioner Bissett in relation to the Pharmacy Industry Award the Commissioner suggested that the parties should have discussions on the appropriate timetabling for hearing of the substantive claims for the Pharmacy Industry Award and that we provide the Commission with an agreed proposed timetable for consideration.
20. The parties have had discussions, and we have agreed that in light of the large amount of work that is currently before the Commission in relation to the Four Yearly Review it would be more appropriate if we left any comments and suggestions about timetabling of these matters up to the separately constituted Full Bench that will be

charged with dealing with the substantive claims from various interested parties.  
Interested parties would be happy to provide the Commission with our suggestions on  
timetabling if requested.

A handwritten signature in black ink that reads "Jacki Baulch". The signature is written in a cursive style with a long, sweeping underline.

Submitted by:

**Jacki Baulch**

Senior Industrial Officer, National Office

**APESMA**

**ATTACHMENT A - Pharmacy Industry Award – Exposure Draft – Agreed matters**

Item No	Exposure Draft	Agreed Wording
10	<p><b>1. The National Employment Standards and this award</b></p> <p><b>2.1</b> 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><b>2.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>2.3</b> The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.</p>	<p><b>2. The National Employment Standards and this award</b></p> <p>The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>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>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>11</p>	<p><b>5. Facilitative provisions</b></p> <p><b>5.1</b> 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 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><b>5.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="322 999 1137 1219"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an</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</td> <td>An individual or the majority</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an	13.4(c)	Time off instead of	An individual	18.4	Substitution of public	An individual or the majority	<p><b>5. Facilitative provisions</b></p> <p>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><b>5.2</b> The following clauses have facilitative provisions:</p> <table border="1" data-bbox="1294 625 1995 842"> <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><b>5.3</b> The agreement must be kept by the employer as a time and wages record.</p> <p><b>*Please note - The current Award does not refer to agreement by the majority of employees which is why it is not included in the agreed clause.</b></p>	Clauses	Provision	13.4(c)	Time off instead of payment	18.4	Substitution of public holidays
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<p>19</p>	<p><b>6.4 Part-time employment</b></p>	<p><b>6.4 Part-time employment</b></p>															

	<p><b>(a)</b> A part-time employee:</p> <p>is engaged to work less than 38 hours per week;</p> <p>has reasonably predictable hours of work;</p> <p>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>(a)</b> A part-time employee:</p> <p>is engaged to work less than 38 hours per week; <u>and</u></p> <p>has reasonably predictable hours of work;</p> <p>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>20 &amp; 21</b></p>	<p><b>6.4(d)</b> 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><b>6.4(d)</b> For each ordinary hour worked, a part-time employee will be paid <del>no less than</del> <del>no less than</del> the minimum hourly rate of pay for the relevant classification in clause <del>6.5(d)</del> <u>6.5(d)10.1</u>.</p>

<p><b>22&amp; 23</b></p>	<p><b>6.4(f) Rosters</b></p> <p><b>(i)</b> A part-time employee’s roster, but not the agreed number of hours, may be altered:</p> <p>by giving seven days’ written notice; or</p> <p>in the case of an emergency, by giving 48 hours’ notice; or</p> <p>at any time by mutual agreement between the employer and the employee.</p>	<p><b>6.4(f) Rosters</b></p> <p><b>(i)</b> A part-time employee’s roster, but not the agreed number of hours, may be altered:</p> <p>by <a href="#">the employer</a> giving <a href="#">the employee</a> seven days’ written notice; or</p> <p>in the case of an emergency, by <a href="#">the employer</a> giving <a href="#">the employee</a> 48 hours’ <a href="#">written</a> notice; or</p> <p>at any time by mutual agreement between the employer and the employee.</p>
<p><b>26</b></p>	<p><b>6.5(c)(ii)</b> 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><b>(iii)</b> The following provisions of this award to not apply to casual employees</p>	<p><b>Delete clause 6.5(c)(ii) and 6.5(c)(iii).</b></p>
<p><b>28</b></p>	<p><b>8.3(a)(v)</b> 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.</p>	<p>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.</p>

<p><b>32</b></p>	<p><b>9.3</b> 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>the meal breaks are to be taken after at least 2.5 hours and not later than five hours work; and</p> <p>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>9.3</b> 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>the meal breaks are to be taken after at least 2.5 hours and not later than five hours work; and</p> <p>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="1294 935 1912 1362"> <thead> <tr> <th data-bbox="1294 935 1608 1011">Ordinary hours per day</th> <th data-bbox="1608 935 1912 1011">Break</th> </tr> </thead> <tbody> <tr> <td data-bbox="1294 1011 1608 1136">4 hours and up to and including 5 hours</td> <td data-bbox="1608 1011 1912 1136">One 10-minute paid rest break</td> </tr> <tr> <td data-bbox="1294 1136 1608 1362">More than 5 and less than 7.6 hours</td> <td data-bbox="1608 1136 1912 1362">One 10-minute paid rest break One 30 to 60-minute unpaid meal break</td> </tr> </tbody> </table>	Ordinary hours per day	Break	4 hours and up to and including 5 hours	One 10-minute paid rest break	More than 5 and less than 7.6 hours	One 10-minute paid rest break One 30 to 60-minute unpaid meal break
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<b>Pharmacy Interns</b>			
First half of training	787.	20.71	25.89
Second half of	814.	21.42	26.78
<b>Pharmacist</b>	920.	24.23	30.29
<b>Experienced</b>	1008.	26.54	33.18
<b>Pharmacist in Charge</b>	1032.	27.16	33.95
<b>Pharmacist Manager</b>	1150.	30.27	37.84

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<b>Pharmacist</b>	1150.30	30.27	37.84

10.1(b) A summary of hourly rates of pay including overtime and penalties is provided in Schedule B of this Award.

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 they

		<p><u>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></p>
<p>39</p>	<p><b>10.3 Payment of wages</b></p> <p>Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p>Section <a href="#">536</a> 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 <a href="#">Fair Work Regulations 2009</a> specify the information that must be included in a pay slip.</p>	<p><b>10.3 Payment of wages</b></p> <p>Wages will be paid either weekly or fortnightly, according to the actual hours worked for each week or fortnight.</p> <p><u>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><del>Section <a href="#">536</a> 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 <a href="#">Fair Work Regulations 2009</a> specify the information that must be included in</del></p>

		<p><del>a pay slip.</del></p> <p><del>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 <u>Fair Work Regulations 2009</u> specify the information that must be included in a pay slip.</del></p>
43	<p><b>Clause 10.5</b> 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> <b>because of the effects of a disability</b> are eligible for a supported wage, see Schedule D – Supported Wage System.</p>
44	<p><b>11.2(a)(iii)</b> This provision will not apply when the employer has advised the employee of the requirement to work overtime on the previous day.</p>	<p><del>provision</del> <b>This provision</b> <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><b>Clause 11.2(a)(v)</b> Meal allowance</p>	<p>Maintain exposure draft wording.</p>

	No meal allowance will be payable where the additional hours are agreed hours as per clause 6.4(c).	
<b>*50</b>	<p><b>13.2 Definition of overtime</b></p> <p>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><b>13.2 Definition of overtime</b></p> <p>For a full-time employee, overtime is paid for additional hours worked at the <del>discretion</del> <u>discretion-direction</u> of the employer in excess of the ordinary number of hours prescribed in clauses 8.2(c) and 8.2(d).</p> <p><b>(Please see note below -*50)</b></p>
<b>54</b>	<p><b>14.2 On-premise meal allowance (Pharmacists only)</b></p> <p>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>	<b>Delete Clause</b> – already contained in clause 11.2(b)
<b>56</b>	<p><b>20.2 Notice of termination by an employee</b></p> <p>The notice of termination required to be given by an employee is the same as that required of an employer, except that there</p>	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.

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.

<b>Years of Service</b>	<b>Period of Notice</b>
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

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.

**57** **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 [ss.119–122](#) of the Act.

**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 [ss.119–122](#) of the Act.

	<p><b>21.2</b> A <b>small business employer</b> 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><del>21.2</del> <del>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</del> <b>21.2—A small business employer</b> 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><b>60</b></p>	<p><b>Schedule A—Classification Definitions</b></p> <p><b>A.1 Pharmacy Assistant Level 1</b> is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p><b>A.2 Pharmacy Assistant Level 2</b> 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</p>	<p><b>Schedule A—Classification Definitions</b></p> <p><b>A.1 Pharmacy Assistant Level 1</b> is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.</p> <p><b>A.2 Pharmacy Assistant Level 2</b> 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</p>

<p>or any successor thereto.</p> <p><b>A.3 Pharmacy Assistant Level 3</b> 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 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>A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p>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><b>A.4 Pharmacy Assistant Level 4</b> is an employee who has</p>	<p>any successor thereto.</p> <p><b>A.3 Pharmacy Assistant Level 3</b> 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><u>(a)</u> 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><u>(b)</u> A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.</p> <p><u>(c)</u> 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><b>A.4 Pharmacy Assistant Level 4</b> is an employee who has</p>
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<p>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><b>A.5 Pharmacist</b> is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.</p> <p><b>A.6 Experienced Pharmacist</b> is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.</p> <p><b>A.7 Pharmacist in Charge</b> is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.</p> <p><b>A.8 Pharmacist Manager</b> is a pharmacist who is responsible to the proprietor for all</p>	<p>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><b>A.959 Pharmacy Student</b> means a person who is undertaking an approved program of study, under the Australian Health Practitioner Regulation National Law, <u>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><b>Pharmacy Intern</b> means a person who has satisfied the <u>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</u> <u>Australian Health Practitioner Regulation National Law.</u></p> <p><b>A.557 Pharmacist</b> is a person who is registered as a</p>
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aspects of the business.

**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.

**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.

pharmacist pursuant to the relevant State or Territory law.

**A.668 Experienced Pharmacist** is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.

**A.779 Pharmacist in Charge** is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.

**A.8810 Pharmacist Manager** is a pharmacist who is responsible to the proprietor for all aspects of the business.

~~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.~~

~~Pharmacy Intern means a person who has satisfied the examination~~

		<del>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>
62	Schedule G - Definitions  removal of default fund employee	Retain definition of default fund employee as per Full Bench decision of the FWC [2013] FWCFB 10016.  <b>Default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)

\*50 – Agreement to this wording only relates to the PGA claim that the word ‘discretion’ be changed to ‘direction’. Please refer to submission.

#### 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**

<b>Item</b>	<b>Clause/issue</b>
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)