

CURRENT AWARD as at 8 December 2014	EXPOSURE DRAFT
Pharmacy Industry Award 2010	Pharmacy Industry Award 2014
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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Pharmacy Industry Award 2010</i>.</p> <p>Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 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>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 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>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p>	<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 This award supersedes the <i>Pharmacy Industry Award 2010</i> but this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.</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><i>References to transitional arrangements removed - obsolete</i></p>
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<p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. 	
<p>Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>community pharmacy means any business conducted by the employer in premises:</p> <ul style="list-style-type: none"> (a) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or (b) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies; <p>and</p>	<p><i>Definitions moved to Schedule G—Definitions</i></p> <p><i>Definitions relating to transitional instruments removed</i></p> <p>Schedule G—Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>community pharmacy means any business conducted by the employer in premises:</p> <ul style="list-style-type: none"> • that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or • are located in a State or Territory where no legislation operates to provide for the 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

<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>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>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</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>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</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 sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p>	<p>medicines or drugs; and</p> <ul style="list-style-type: none"> • where other goods may be sold by retail. <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</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 sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>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.</p> <p>standard rate means the minimum weekly wage for a Pharmacy Assistant Level 3 in clause 10</p>
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<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>standard rate means the minimum weekly wage for a Pharmacy Assistant Level 3 in clause 17. Where an allowance is specified as payable on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above.</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 2.2</i></p>
<p>Coverage</p> <p>4.1 This award covers employers throughout Australia in the community pharmacy industry, and their employees in the classifications listed in clause 16—Classifications of this award to the exclusion of any other modern award. The award does not cover employment in a pharmacy owned by a hospital or other public institution, or operated by government, where their goods or services are not sold by retail to the general public.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover 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.</p> <p>4.4 The award does not cover 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</p>	<p>3. Coverage</p> <p>3.1 This industry award covers employers throughout Australia in the community pharmacy industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p>3.2 Community pharmacy means any business conducted by the employer in premises:</p> <ul style="list-style-type: none"> (a) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or (b) 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"> (c) that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; <p>and</p>

<p>employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 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 employee are covered by an award with occupational coverage.</p>	<p>(d) where other goods may be sold by retail.</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-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</p>
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	<p>relation to those employees.</p> <p>NOTE: Section 143(7) of the Act describes classes of employees who are excluded from being covered by a modern award.</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>5. Access to the award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>2. The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (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>7. Award flexibility</p> <p><i>Standard clause - no change - provision not reproduced</i></p>	<p>4. Award flexibility</p> <p><i>Standard clause - no change - provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<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 the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be</p>

	<p>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="1207 336 2056 560"> <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 payment</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 payment	An individual	18.4	Substitution of public holidays by agreement	An individual or the majority of employees
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<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Standard clause - no change - provision not reproduced</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>22. Consultation</p> <p><i>Standard clause - no change - provision not reproduced</i></p>									
<p>9. Dispute resolution</p> <p><i>Standard clause - no change - provision not reproduced</i></p>	<p>23. Dispute resolution</p> <p><i>Standard clause - no change - provision not reproduced</i></p>									
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Employment categories</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> • full-time employees; • part-time employees; or • casual employees. <p>10.2 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</p>	<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> <ul style="list-style-type: none"> (a) full-time; (b) part-time; or (c) casual. <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</p>									

<p>full-time, part-time or casual.</p> <p>11. Full-time employees</p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week.</p>	<p>full-time, part-time or casual.</p> <p>6.3 Full-time employment</p> <p>A full-time employee is engaged to work an average of 38 hours per week.</p>
<p>12. Part-time employees</p> <p>12.1 A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. <p>12.2 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> <ul style="list-style-type: none"> (a) the hours worked each day; (b) which days of the week the employee will work; (c) the actual starting and finishing times of each day; (d) that any variation will be in writing; (e) that the minimum daily engagement is three hours; (f) all time worked in excess of agreed hours is paid at the overtime rate; and (g) the times of taking and the duration of meal breaks. 	<p>6.4 Part-time employment</p> <ul style="list-style-type: none"> (a) A part-time employee: <ul style="list-style-type: none"> (i) is engaged to work less than 38 hours per week; (ii) has reasonably predictable hours of work; (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: <ul style="list-style-type: none"> (i) the hours worked each day; (ii) which days of the week the employee will work; (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>12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs. Any agreement to vary the agreed</p>	<ul style="list-style-type: none"> (c) Variation to regular pattern of work <ul style="list-style-type: none"> (i) Any agreement to vary the regular pattern of work will be

<p>hours may also be either a permanent agreed variation to the pattern of work or may be a temporary agreed variation, e.g. a single shift or roster period. Such a variation will be agreed hours for the purposes of clause 12.2(f).</p> <p>12.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>12.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p>	<p>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>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p>
<p>12.6 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 13—Casual employment.</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>12.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed</p>	<p>(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>12.8 Rosters</p> <p>(a) A part-time employee’s roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee. The rostered hours of part-time employees may also be altered at any time by mutual agreement between the employer and the employee.</p> <p>(b) Rosters will not be changed from week to week, or fortnight to</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 giving seven days’ written notice; or • in the case of an emergency, by giving 48 hours’ notice; or

<p>fortnight, nor will they be changed to avoid any award entitlements.</p>	<ul style="list-style-type: none"> • at any time by mutual agreement between the employer and the employee. (ii) Rosters will not be changed from week to week, or fortnight to fortnight. (iii) Rosters will not be changed to avoid any award entitlements.
<p>12.9 Award entitlements</p> <p>A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal/carer’s leave and compassionate leave arising under the NES, or this award, on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p>	<ul style="list-style-type: none"> (a) A part-time employee: <ul style="list-style-type: none"> (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>12.10 Conversion of existing employees</p> <p>No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. 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 and recorded in writing.</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>12.11 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 of work provided by the award, as a casual employee and subject to the casual employee provisions of this award. Nothing in this clause prevents such agreement between the parties.</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>13. Casual employment</p> <p>13.1 A casual employee is an employee engaged as such and who does not have an expectation or entitlement to reasonably predictable hours of work.</p> <p>13.2 A casual will be paid both the actual hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>13.3 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</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>(i) For each ordinary hour worked, a casual employee must be paid:</p>

<p>13.4 The minimum daily engagement of a casual is three hours.</p>	<ul style="list-style-type: none"> • the minimum hourly rate; and • a loading of 25% of the minimum hourly rate for the classification in which they are employed. <p>(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> <div style="border: 1px solid black; background-color: #e0e0e0; padding: 5px; margin: 5px 0;"> <p>Parties are asked to provide a list of provisions that do not apply to casual employees.</p> </div> <ul style="list-style-type: none"> (d) Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly. (e) The minimum daily engagement for a casual employee is three hours.
<p>14. Termination of employment</p> <p>14.1 Notice of termination is provided for in the NES.</p> <p>14.2 Notice of termination by an employee</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 is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies 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</p>	<p>20. Termination of employment</p> <p>20.1 Notice of termination is provided for in the NES. The NES provides between one and four weeks’ notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week’s notice. For the full NES notice of termination entitlement see ss.117–118 of the Act.</p> <p>20.2 Notice of termination by an employee</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 is no requirement for employees over 45 years old to give additional notice. If an</p>

<p>award in respect of the period of notice required by this clause less any period of notice actually given by the employee.</p> <p><i>Clause 14.3 - standard clause - no change - provision not reproduced</i></p>	<p>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><i>Clause 20.3 - standard clause - no change - provision not reproduced</i></p>
<p>15. Redundancy</p> <p>15.1 Redundancy pay is provided for in the NES.</p> <p><i>Clauses 15.3–15.4 - standard clauses - no change - transitional provisions removed - see AM2014/190</i></p>	<p>21. Redundancy</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 ss.119–122 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 s.23 of the Act.</p> <p><i>Clauses 21.3–21.4 - standard clauses - no change - transitional provisions removed - see AM2014/190</i></p>
<p>Part 4—Classifications and Wage Rates</p> <p>16. Classifications</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 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>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>17. Minimum weekly wages</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Per week \$</th> </tr> </thead> <tbody> <tr> <td colspan="2">Pharmacy Assistants</td> </tr> <tr> <td>Level 1</td> <td>703.90</td> </tr> <tr> <td>Level 2</td> <td>720.70</td> </tr> <tr> <td>Level 3</td> <td>746.20</td> </tr> <tr> <td>Level 4</td> <td>776.90</td> </tr> </tbody> </table>	Classifications	Per week \$	Pharmacy Assistants		Level 1	703.90	Level 2	720.70	Level 3	746.20	Level 4	776.90	<p>Part 4—Wages and Allowances</p> <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"> <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>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> </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
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Pharmacy Interns		Pharmacy Interns			
First half of training	787.10	First half of training	787.10	20.71	25.89
Second half of training	814.00	Second half of training	814.00	21.42	26.78
Pharmacist	920.90	Pharmacist	920.90	24.23	30.29
Experienced Pharmacist	1008.60	Experienced Pharmacist	1008.60	26.54	33.18
Pharmacist in Charge	1032.20	Pharmacist in Charge	1032.20	27.16	33.95
Pharmacist Manager	1150.30	Pharmacist Manager	1150.30	30.27	37.84
18. Junior rates Junior employees will be paid the following percentage of the appropriate wage rate for pharmacy assistant classifications in clause 17—Minimum weekly wages:		10.2 Junior employees Junior employees will be paid the following percentage of the appropriate wage rate for pharmacy assistant classifications in clause 10—Minimum wages:			
Age	% of weekly wage	Age	% of weekly wage		
Under 16 years of age	45	Under 16 years of age	45		
16 years of age	50	16 years of age	50		
17 years of age	60	17 years of age	60		
18 years of age	70	18 years of age	70		
19 years of age	70	19 years of age	80		

<p>19 years of age 80</p> <p>20 years of age 90</p>	<table border="1"> <tr> <td data-bbox="1205 165 1697 220">20 years of age</td> <td data-bbox="1697 165 2063 220">90</td> </tr> </table>	20 years of age	90
20 years of age	90		
<p>19. Allowances</p> <p>19.1 Meal allowance</p> <p>(a) An employee who has worked six hours or more during ordinary time and who is then consecutively required to work overtime, or after the employees ordinary time of ending work, for more than one and a half hours will be either supplied with an adequate meal by the employer or be paid a meal allowance of \$17.10. Where such overtime work exceeds four hours a further meal allowance of \$15.32 will be paid.</p> <p>(b) This provision will not apply in circumstances where the employer has advised the employee of the requirement to work overtime on the previous day.</p> <p>(c) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.</p> <p>(d) No meal allowance will be payable where the additional hours are agreed hours as per clause 12.3.</p>	<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 \$17.10. <p>(ii) Where overtime referred to in clause 11.2(a)(i) exceeds four hours a further meal allowance of \$15.32 will be paid.</p> <p>(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>(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>19.2 On-premise meal allowance (Pharmacists only)</p> <p>An employee 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 time and a half for the period of the meal break, regardless of other penalties that apply on that day.</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>19.3 Special clothing</p> <p>(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such 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>(b) Where an employee is required to launder any special uniform, dress or other clothing, the employer who provided that special clothing will arrange for its cleaning or will pay the employee the following applicable allowance:</p> <ul style="list-style-type: none"> (i) for a full-time employee - \$6.25 per week; (ii) for a part-time or casual employee - \$1.25 per shift. 	<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>19.4 Transfer of employee reimbursement</p> <p>Where any 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>(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>19.5 Transport allowance</p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</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>19.6 Transport of employees reimbursement</p> <p>Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This 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>(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>19.7 District allowances</p> <p><i>Transitional provision - clause removed - see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - see AM2014/190</i></p>
<p>19.8 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The</p>	<p><i>Moved to Schedule C—Summary of Monetary Allowances</i></p> <p>C.1.1 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense related</p>

<p>relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="232 427 1039 686"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Special clothing allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Transport allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Special clothing allowance	Clothing and footwear group	Transport allowance	Private motoring sub-group	<p>allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1211 432 2056 708"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Special clothing allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Transport allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Special clothing allowance	Clothing and footwear group	Transport allowance	Private motoring sub-group
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<p>20. Accident make-up pay</p> <p><i>Transitional provision - clause removed - see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - see AM2014/190</i></p>																
<p>21. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>12. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>																
<p>22. Payment of wages</p> <p>Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.</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><i>Clause inserted - proposed new provision</i></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 <i>Fair Work Regulations 2009</i> specify the information that must be included in a pay slip.</p>																

<p>23. Supported wage system See Schedule C</p> <p>24. National training wage See Schedule D</p>	<p>10.5 Supported wage system For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.</p> <p>10.6 National training wage For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>				
<p>Part 5—Ordinary Hours of Work</p> <p>25. Hours of work</p> <p>25.1 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>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>25.2 Ordinary hours</p> <p>(a) Ordinary hours may be worked, within the following spread of hours:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;">Days</td> <td style="text-align: left;">Spread of Hours</td> </tr> <tr> <td>Monday to Sunday</td> <td>7.00 am – midnight</td> </tr> </table> <p>(b) Hours of work on any day will be continuous, except for rest pauses and meal breaks and must not be more than 12 hours per day.</p>	Days	Spread of Hours	Monday to Sunday	7.00 am – midnight	<p>8.2 Ordinary hours and roster cycles</p> <p>(a) Ordinary hours may be worked between 7.00 am and midnight, Monday to Sunday.</p> <p>(b) Hours of work on any day will be continuous, except for rest breaks and meal breaks.</p> <p>(c) Hours of work must not exceed 12 hours per day.</p>
Days	Spread of Hours				
Monday to Sunday	7.00 am – midnight				
<p>25.3 38 hour week rosters</p>	<p>(d) The ordinary hours of work for a full-time employee will be 38 hours per week.</p>				

<p>A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:</p> <ul style="list-style-type: none"> (a) 38 hours in one week; or (b) 76 hours in two consecutive weeks. 	<ul style="list-style-type: none"> (e) A full-time employee’s ordinary weekly hours may be averaged over a period of two consecutive weeks. (f) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.
<p>25.4 Rostering—Permanent employees</p> <ul style="list-style-type: none"> (a) The following roster requirements will apply to permanent employees: <ul style="list-style-type: none"> (i) Ordinary hours will be rostered so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period. (ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days. (iii) Ordinary hours may not be rostered over more than five days in a week, provided that 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. (iv) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday. (b) A requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. (c) An employee can terminate the agreement by giving four weeks’ notice to the employer. The notice need not be given where the 	<ul style="list-style-type: none"> (a) The following roster requirements will apply to permanent employees: <ul style="list-style-type: none"> (i) Ordinary hours will be rostered to provide employees with two consecutive days off each week or three consecutive days off in a two week period. (ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days. (iii) Except as provided for in clause 8.3(a)(iv), ordinary hours may not be rostered over more than five days in a week. (iv) Ordinary hours may be rostered on six days in one week where ordinary hours are rostered on no more than four days in the following week. (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. (b) Alternative rostering arrangements <ul style="list-style-type: none"> (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. (ii) The agreement must be recorded in the time and wages record. (iii) It cannot be a condition of employment that an employee

<p>agreement terminates on an agreed date or at the end of an agreed period. For the avoidance of doubt this provision does not apply to part-time employees' agreed pattern of work under clause 12.2.</p> <p>(d) The rostering provision of clause 25.4(a)(iv) does not apply to a part-time employee whose agreed hours under clause 12.2(b) provides that the employee will work on either or both Saturday and Sunday each week and where the agreement provides that the employee will have at least two consecutive days off work each week.</p>	<p>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>26. Overtime</p> <p>26.1 Reasonable overtime</p> <p>(a) Subject to clause 26.1(b) an employer may require an employee other than a casual to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</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> <ul style="list-style-type: none"> (i) any risk to employee health and safety; (ii) the employee's personal circumstances including any family responsibilities; (iii) the needs of the workplace or enterprise; 	<p>Part 5—Penalties and Overtime</p> <p>13. Overtime</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 working overtime would result in the employee working hours which are unreasonable having regard to:</p> <ul style="list-style-type: none"> (i) any risk to employee health and safety; (ii) the employee's personal circumstances including any

<ul style="list-style-type: none"> (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and (v) any other relevant matter. 	<p>family responsibilities;</p> <ul style="list-style-type: none"> (iii) the needs of the workplace or enterprise; (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and (v) any other relevant matter. 												
<p>26.2 Overtime and penalty rates</p> <p>(a) Overtime</p> <p>Overtime means authorised additional hours performed at the direction of the employer:</p> <ul style="list-style-type: none"> (i) Hours worked in excess of the ordinary number of hours of work prescribed in clauses 25.2 and 25.3 are to be paid at time and half for the first two hours and double time thereafter. Overtime worked on a Sunday is to be paid at the Sunday rate of double time, and overtime worked on a public holiday is to be paid at the public holiday rate of double time and half. (ii) The rates provided by clause 26.2(b) and (c) will not be cumulative on overtime rates. (iii) For casual employees the casual loading IS not payable on overtime. 	<p>13.2 Definition of overtime</p> <ul style="list-style-type: none"> (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). (b) For a part-time employee, overtime is payable in accordance with clause 6.4(b)(vi). <p>13.3 Payment for overtime</p> <ul style="list-style-type: none"> (a) The employer will pay to an employee the following rates for overtime worked during the specified period: <table border="1" data-bbox="1281 919 2056 1313"> <thead> <tr> <th></th> <th style="text-align: center;">Overtime rate % of minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td>For overtime worked on</td> <td></td> </tr> <tr> <td>Monday to Saturday—first 2 hours</td> <td style="text-align: center;">150</td> </tr> <tr> <td>Monday to Saturday—after 2 hours</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Sunday—all day</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Public holiday—all day</td> <td style="text-align: center;">250</td> </tr> </tbody> </table> (b) The penalty rates in clause 14.1 are not cumulative on overtime rates. 		Overtime rate % of minimum hourly rate	For overtime worked on		Monday to Saturday—first 2 hours	150	Monday to Saturday—after 2 hours	200	Sunday—all day	200	Public holiday—all day	250
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Public holiday—all day	250												

	<p>(c) Casual loading is not payable on overtime worked by a casual employee.</p>																																							
<p>(b) Morning and Evening work Monday to Friday</p> <p>A loading of 50% (casuals 75%) will apply for hours worked before 8.00 am and a loading of 25% (casuals 50%) for hours between 7.00 pm to 9.00 pm. A loading of 50% will apply to hours worked from 9.00 pm to midnight (casuals 75%).</p> <p>(c) Saturday work</p> <p>A loading of 100% (casuals 125%) will apply for hours worked before 8.00 am, and a loading of 25% (casuals 50%) will apply for hours of work from 8.00 am to 6.00 pm on a Saturday. A loading of 50% (casuals 75%) will apply from 6.00 pm to 9.00 pm, and a loading of 75% (casuals 100%) for hours from 9.00 pm to midnight.</p> <p>(d) Sunday work</p> <p>A 100% (casuals 125%) loading will apply for all hours of work on a Sunday.</p>	<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="1093 587 2056 1342"> <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" style="text-align: center;">% 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>	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
Hours worked	Penalty rate	Casual penalty rate (inclusive of casual loading)																																						
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<p><i>Clause inserted - proposed new provision</i></p>	<p>14.2 On-premise meal allowance (Pharmacists only)</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>
<p>26.3 Time off instead of payment</p> <p>(a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(b) Such time off instead of payment will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p>(c) Time off instead of payment will equate to the overtime rate i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.</p>	<p>13.4 Time off instead of payment</p> <p>(a) An employee may elect, with the consent of the employer, to take time off instead of receiving payment for overtime.</p> <p>(b) Time off instead of payment will be taken at a mutually convenient time and within four weeks' of the overtime being worked.</p> <p>(c) Despite clause 13.4(b), where agreed between the employer and employee, time off instead of payment may be accumulated and taken as part of annual leave.</p> <p>(d) For each hour of overtime worked, an employee who elects to take time off instead of payment will be entitled to a period of time off equal to the time worked multiplied by the applicable overtime rate for the period in which the overtime was worked (e.g. where the overtime rate is 150%, one hour of overtime equals one and a half hours of time off, or where the rate is 200%, two hours).</p>
<p>27. Annualised salary (Pharmacists only)</p> <p>27.1 An annualised salary for pharmacist employees may be developed. Such salary may be inclusive of overtime, penalty rates, payments for public holidays taken, annual leave taken, annual leave loading, meal allowance, and meal break on call entitlements. Provided that the annual salary paid over a year was sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with when calculated on an individual basis according to</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> <p>(i) overtime;</p> <p>(ii) penalty rates;</p>

<p>the hours worked.</p> <p>27.2 Provided that in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with.</p> <p>27.3 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>27.4 The employee may be represented in the discussions in relation to the making of an Agreement under this clause 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>	<ul style="list-style-type: none"> (iii) payments for public holidays taken; (iv) annual leave taken; (v) annual leave loading; (vi) meal allowance; and (vii) meal break on call entitlements. <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>28. Breaks</p> <p>28.1 All employees working four or more hours on any day will be entitled to a 10 minute paid rest pause.</p> <p>28.2 All employees working more than five hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and no greater than</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</p>

<p>one hour duration plus a 10 minute paid rest pause.</p> <p>28.3 All employees working 7.6 or more hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus two 10 minute paid rest pauses.</p> <p>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;</p> <p>(b) the rest pauses are not to be taken in the first hour of work or in the first hour after the meal break.</p>	<p>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>
<p>Part 6—Leave and Public Holidays</p> <p>29. Annual leave</p> <p>29.1 Annual leave is provided for in the NES.</p> <p>29.2 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker 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>Part 6—Leave, Public Holidays and Other NES Entitlements</p> <p>15. Annual leave</p> <p>15.1 Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks paid leave per year (five weeks’ paid leave per year for certain shiftworkers). For the full NES annual leave entitlement see ss.86–94 of the Act.</p> <p>15.2 Additional leave for certain shiftworkers</p> <p>A shiftworker, for the purposes of the additional week’s leave referred to in clause 15.1, 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>29.3 Annual leave loading</p>	<p>15.3 Annual leave loading</p>

<p>During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum weekly wages of this award. Annual leave loading payment is payable on leave accrued.</p> <p>The loading will be as follows:</p> <p>(a) Day work: Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(b) Shiftwork: 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>(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>(b) The loading will be as follows:</p> <p>(i) Day work</p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</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>29.4 Paid leave in advance of accrued entitlement</p> <p>An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. 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>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>30. Personal/carer's leave and compassionate leave</p> <p>30.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>16. Personal/carer's leave and compassionate leave</p> <p>16.1 Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:</p> <ul style="list-style-type: none"> • the accrual of 10 days paid personal/carer's leave per year; • 2 days' unpaid carer's leave (as required); and • 2 days' paid (unpaid for casuals) compassionate leave (as required) <p>16.2 For the full explanation of the NES entitlement of personal/carer's leave and compassionate leave see ss.95–107 of the Act.</p> <p>16.3 Personal/carer's leave and compassionate leave are not paid on termination of employment.</p>
<p>30.2 For the purposes of s.107(3) of the Act, an employee is entitled to a maximum of one single day absence a 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 such absence. Where any absence exceeds three consecutive days the employer may require the production of a medical certificate of a legally qualified medical practitioner.</p>	<p>16.4 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>30.3 Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency. Such leave is unpaid. A minimum of 48 hours absence is allowed by right with additional absence by agreement. An employer must not fail to</p>	<p>16.5 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>re-engage a casual employee because the employee has accessed the entitlement under this clause.</p>	<ul style="list-style-type: none"> (i) is sick and requires care and support; or (ii) requires care due to an emergency. <ul style="list-style-type: none"> (b) 48 hours' absence is allowed by right, with additional absence by agreement. (c) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause. (d) Casual employees are not entitled to paid leave under clause 16.5(a).
<p>31. Public holidays</p> <p>31.1 Public holidays are provided for in the NES.</p> <p>31.2 An employer and the 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 an employee less time off work than the employee would have had if the employee had received the public holiday.</p> <p>31.3 Work on a public holiday must be compensated by payment at the rate of 250% (casuals 275%) of the minimum rate.</p>	<p>18. Public holidays</p> <p>18.1 Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see ss.114–116 of the Act.</p> <p>18.2 A casual employee who does not work on a public holiday is not entitled to a paid day off.</p> <p>18.3 Where an employee works on a public holiday they will be paid in accordance with clause 14.1—Penalty rates.</p>
<p>32. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>19. Community service leave</p> <p>Community service leave is provided for in the NES. The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see ss.108–112 of the Act.</p>

<p><i>Clause inserted - proposed new provision</i></p>	<p>17. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave. For the full NES parental leave entitlement see ss.67–85 of the Act.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - provision removed - obsolete</i></p>	<p><i>Transitional provision - provision removed - obsolete</i></p>
<p>Schedule B—Classification Definitions</p> <p><i>Standard clause - no change - provision not reproduced</i></p>	<p>Schedule A—Classification Definitions</p>
<p>Schedule C—Supported Wage System</p> <p><i>Standard clause - no change - provision not reproduced</i></p>	<p>Schedule D—Supported Wage System</p>
<p>Schedule D—National Training Wage</p> <p>Appendix D1: Allocation of Traineeships to Wage Levels</p>	<p>Schedule E—National Training Wage</p> <p><i>Clause E.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p>
<p>Schedule E—2014 Part-day public holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule F—2014 Part-day public holidays</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances</p>

	<i>Provision not reproduced</i>
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