

## SUMMARY OF SUBMISSIONS

**Includes notes arising from conference before Commissioner Bissett on 10 December 2014**

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
<b>General issues</b>							
1	PGA	<a href="#">Sub-28Jan15</a>			<b>New draft award</b> Engaging services of Plain English Drafting Association to provide plain English draft of award. Will be ready by end of March.	Page 1	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Strongly opposes PGA proposal. Will result in serious issues and delay process of finalising new award.	Paras 4-12	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Opposes PGA proposal. Greatly concerned about appropriateness.	Paras 6-20	
2	APESMA	<a href="#">Sub-28Jan15</a>			Submission only addresses matters affecting employee pharmacists. Supports SDA submission in relation to interests of employees, other than pharmacists, covered by award.	Para 3	
3	APESMA	<a href="#">Sub-28Jan15</a>			Generally notes 23 December 2014 Full Bench decision [ <a href="#">[2014] FWCFB 9412</a> ] and requests changes referred to in Decision also be incorporated into exposure draft (ED).	Para 45	
	HSU	<a href="#">Sub-28Jan15</a>			Supports submissions made by APESMA and SDA.	Para 38	

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4	APESMA	<a href="#">Sub-28Jan15</a>			<b>NES summaries</b> – Supports inclusion of explanations/ NES summaries; recommends wording be developed and agreed with relevant industry parties prior to inclusion in award.	Paras 6; 40–41; 44	
	SDA	<a href="#">Sub-28Jan15</a>			Supports approach set out in Full Bench decision, but urges cautious and consultative approach to drafting annotated versions of each modern award; summaries must not be seen as substitute for referencing NES.	Paras 31–32	See <a href="#">[2014] FWCFB 9412</a> at para [35]
	HSU	<a href="#">Sub-28Jan15</a>			Welcomes inclusion of NES summaries and examples in annotated versions of awards; willing to work with parties to determine appropriate examples.	Paras 7; 10–11	
	PGA	<a href="#">Sub-28Jan15</a>			Supports inclusion of summaries; more generally wherever there is reference to legislation, PGA supports inclusion of a notation that provides a general understanding of the relevant provision.	Page 1	

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5	PGA	<a href="#">Sub-28Jan15</a>			<b>Illustrative examples</b> – Marked-up ED attached to submission indicates where several illustrative examples are proposed to be inserted, to illustrate operation of certain clauses.	Page 2 and attachment A	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Opposes PGA proposal. Does not support use of examples in legal award, would support use of examples in annotated version.	Paras 13-15	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Opposed to use of illustrative examples as set out through PGA submission. Recommends cautious approach.	Paras 21-23	
6	APESMA	<a href="#">Sub-28Jan15</a>			<b>Payslips provision</b> – Strongly supports inclusion of payslips provision; recommends wording be developed and agreed with relevant industry parties prior to inclusion in award.	Paras 40–41; 44	
	SDA	<a href="#">Sub-28Jan15</a>			Strongly supports inclusion in annotated version	Paras 41–44	
	HSU	<a href="#">Sub-28Jan15</a>			Welcomes additional payslip provision; reference to legislation and regulations particularly welcome.	Para 9	

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7	APESMA	<a href="#">Sub-28Jan15</a>	Pay rates		<b>Expression of pay rates</b> – Supports inclusion of pay rates expressed as hourly and weekly amounts, and for there to be tables showing pay rates inclusive of casual loadings, penalty rates and overtime	Para 7	
	HSU	<a href="#">Sub-28Jan15</a>			Notes Commission’s preference for using term “minimum hourly rate” instead of “ordinary hourly rate” where award does not provide for allowances and loadings to be paid for all purposes; submits when awards do not include all-purpose allowances or loadings, ED should use same language throughout; notes some EDs mix the terms.	Para 12	
	PGA	<a href="#">Sub-28Jan15</a>			PGA would like to discuss formatting of pay rate information in conference.	Page 3	
8	HSU	<a href="#">Sub-28Jan15</a>	1.2		<b>Supersession</b> – Wording sits comfortably with HSU; though not considered necessary, HSU do not oppose PHIEA proposal (submitted in relation to other awards) that clause should reference award review process.	Para 6	Determined in Full Bench Decision <a href="#">[2014] FWCFB 9412</a> at paras [9]-[10]

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9	APESMA	<a href="#">Sub-28Jan15</a>		2.4	<b>Take-home pay provisions</b> – Believes not appropriate to remove current take home pay provisions.	Paras 8–9	
10	APESMA	<a href="#">Sub-28Jan15</a>	2.3	5 and 6	<b>Provision of copies of award and NES</b> – Believes current requirements for copies of award to be made available should be retained; submitted wording from Full Bench decision appropriate.	Paras 10–13	See Full Bench decision <a href="#">[2014] FWCFB 9412</a> 23 December 2014 para [29]
	SDA	<a href="#">Sub-28Jan15</a>			Submits combining current award clauses 5 and 6 and removing word ‘access’ from clause title changes substantive provisions in clause 5; change appears to remove necessity to provide physical copy; believes reference to use of noticeboards should remain. Supports wording adopted by Full bench preference to wording proposed in ED.	Paras 7–13	
	HSU	<a href="#">Sub-28Jan15</a>			Submits unclear how copies of award will be made available to employees or how employees can ask for copies of award and NES.	Para 7	

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11	APESMA	<a href="#">Sub-28Jan15</a>	5		<b>Facilitative provision</b> – Agrees with ACTU submission that facilitative provision contained in Manufacturing Award (and related ED) be adopted as appropriate facilitative provision.	Paras 14–16	
	SDA	<a href="#">Sub-28Jan15</a>			Does not object to inclusion of facilitative provision; supports ACTU submission as model for all awards. Supports use of clause 8.1 from Manufacturing Award as introductory paragraph as clearer than that used in ED; supports use of clause 8.2 and 8.3 from Manufacturing Award.	Paras 14–20	
	HSU	<a href="#">Sub-28Jan15</a>			Adopts ACTU submissions in relation to general issues concerning facilitative provisions.	Para 8	
12	HSU	<a href="#">Sub-28Jan15</a>	6.5		<b>Casual employment</b> – not convinced necessary to insert standardised clause purporting to identify entitlements covered, or not, by casual loading in modern awards in order to achieve modern awards objective; supports position of ACTU and AMWU that any consideration to include such standard clause should not be considered without rigorous examination and if considered during this review process, should be dealt with as part of casual/part-time common issue proceedings.	Paras 15–23	Proposal that matter that may potentially be dealt with as part of casual and part-time common issue proceedings - <a href="#">AM2014/197–Casual Employment</a>

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13	APESMA	<a href="#">Sub-28Jan15</a>	Schedule B		<b>Summary wages tables</b> – Supports inclusion of summary tables to clarify minimum pay entitlements and application of overtime and penalty rates, but agrees with SDA submission that tables require notes explaining application and referring to relevant award clauses for explanation of when various forms of rates apply.	Para 38	
	HSU	<a href="#">Sub-28Jan15</a>			Adopts submissions of ACTU in relation to Group 1 EDs on this issue; notes award rates are minimum wage rates only and that employees may be entitled to higher rates as part of a contract of employment.	Paras 13–14	
14	APESMA	<a href="#">Sub-28Jan15</a>	Schedule G	3.1	<b>Definitions</b> – Submits would be more appropriate for definitions to remain at start of award	Para 39	
	SDA	<a href="#">Sub-28Jan15</a>			Submits necessary to have definitions at beginning of award; should remain at clause 3 and precede substantive award provisions. Submits would be more logical and user friendly.	Paras 3–5	

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<b>Award specific issues</b>							
15	SDA	<a href="#">Sub-25Nov14</a>	6.3	11	<b>Full-time employment</b> – Seeks to vary clause to include requirement for agreement in writing at time of engagement on regular pattern of work.	Paras 4–6	Parties to further consider
16	SDA	<a href="#">Sub-25Nov14</a>	6.3	11	<b>Full-time employment</b> –Seeks to vary award to include minimum shift of 4 hours for full-time employees.	Paras 7–9	Not agreed
17	PGA	<a href="#">Sub-25Nov14</a>	6.3	11	<b>Full-time employment</b> – Requires full-time definition.	Item d	
18	PGA	<a href="#">Sub-25Nov14</a>	6.4	12	<b>Part-time employment</b> – Review clause to provide more flexible work practices.	Item 3	To Casual/Part-time Full Bench
19	APESMA	<a href="#">Sub-28Jan15</a>	6.4(a)(i)	12.1	<b>Part-time employment</b> – Requests word “and” be added after semicolon at end of clause 6.4(a)(i).	Paras 17–20	
	SDA	<a href="#">Sub-28Jan15</a>			Submits removal of word “and” substantively changes part-time definition.	Paras 45–47	
20	SDA	<a href="#">Sub-28Jan15</a>	6.4(d)		<b>Part-time rate of pay</b> – Cross-reference to clause 6.5(d) should refer to clause 10.1	Paras 48; 96–97	



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21	PGA	<a href="#">Sub-28Jan15</a>	6.4(d)		<b>Part-time rate of pay</b> – Propose to remove words “no less than”, which are not in existing award, so no argument is created about current over-award amounts becoming award rate.	Page 2 and attachment A	
	APESMA	<a href="#">Sub-28Jan15</a>			Oppose PGA proposal. No need to delete words. Such variation could lead to disputes in relation to overaward payments.	Paras 16-19	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Does not support PGA proposed amendment.	Para 28.	
22	APESMA	<a href="#">Sub-28Jan15</a>	6.4(f)(i)	12.8(a)	<b>Part-time rosters</b> – Request to retain existing requirement to give 48 hours’ <u>written notice</u> for roster change in case of an emergency.	Paras 21–23	
	SDA	<a href="#">Sub-28Jan15</a>				Paras 50–54	
23	PGA	<a href="#">Sub-28Jan15</a>	6.4(f)		<b>Part-time rosters</b> – Propose to reinstate existing provisions that roster can be altered by <u>employer</u> giving notice to <u>employee</u> (and not the reverse).	Page 2 and attachment A	
	APESMA	<a href="#">Sub-28Jan15</a>			Do not oppose PGA proposal, however, notes PGA does not have same concerns APESMA raised previously re requirement for employer to give wiritne notice	Paras 20-21	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Not opposed.	Para 30	

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24	SDA	<a href="#">Sub-28Jan15</a>	6.5(c)(i)		<b>Casual loading</b> – change in use of term “actual” to “minimum” provides different entitlement, particularly where hours worked attract penalty; submits clause should reflect existing terminology and entitlements in current award.	Paras 55–60	
25	SDA	<a href="#">Sub-28Jan15</a>	6.5(c)(ii) and (iii)		<b>Casual employment</b> – <i>Parties were asked to provide a list of provisions that do not apply to casual employees</i> SDA does not support inclusion of model award provision of nature prescribed in these clauses; issue of what does and does not apply to casuals should continue to be specified within award as currently does. SDA supports submissions of ACTU on issue and submits conclusion reached in paras [68]–[69] of Decision be applied to ED	Paras 61–69	Full Bench decided to remove sub-clause and the note from EDs in Decision <a href="#">[2014] FWCFCB 9412</a> , see para [69].
26	PGA	<a href="#">Sub-28Jan15</a>	6.5(c)(ii)		Proposes to delete “paid personal leave”	Attachment A	
	ABI & NSWBC	<a href="#">Sub-2Feb15</a>			Proposes to delete “paid personal leave” as already included in “paid personal/carer’s leave”.	Para 58	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Generally agrees with ABI&NSWBC submission	Para 31	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Does not oppose deletion.	Para 49	

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27	PGA	<a href="#">Sub-25Nov14</a>	8	25	<b>Hours of work</b> – Proposes two hour minimum engagement for school students	Item 4		
28	PGA	<a href="#">Sub-25Nov14</a>	8.1(a) and (b)	25.4(a)(iv)	<b>Rostering—Permanent employees</b> – Seeks definition of “regularly works Sundays”	Item c		
29	PGA	<a href="#">Sub-25Nov14</a>	8.2(d)-(f)	25.3	<b>Hours of work</b> – Seeks to address FWO interpretation issue.	Item a		
30	ABI & NSWBC	<a href="#">Sub-2Feb15</a>	8.2(f)		<b>Hours of work</b> – Submits subclause has tendency to suggest other provisions of clause 8.2 do not apply to part-time and casual employees; should consider whether to retain or re-draft	Para 59		
	APESMA	<a href="#">Reply-sub-17Feb15</a>				Both agree with ABI & NSWBC submission.		Para 31
	SDA	<a href="#">Reply-sub-18Feb15</a>						Para 50

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31	ABI & NSWBC	<a href="#">Sub-2Feb15</a>	8.3(a)	25.4(a)	<b>Rostering—Permanent employees –</b> Submits formatting, particularly of subclauses (iii) and (iv) creates unnecessary ambiguity; wording of clause 25.4(a)(iii) of current award should be retained.	Para 60	
	APESMA	<a href="#">Reply-sub- 17Feb15</a>			Agree with ABI & NSWBC submission.	Para 31	
	SDA	<a href="#">Reply-sub- 18Feb15</a>				Para 51	
32	PGA	<a href="#">Sub-28Jan15</a>	9.3		<b>Breaks –</b> Proposes to insert table identifying break/s employees are entitled to for various hours worked.	Attachment A	
	APESMA	<a href="#">Reply-sub- 17Feb15</a>			Generally agree with PGA proposal to include a number of tables. Particularly in relation to 9.3. However, note some inaccuracies in their proposed tables.	Para 30	
	SDA	<a href="#">Reply-sub- 18Feb15</a>			Not opposed, however second line of table needs to be amended, should read as 'More than 5 up to <b>less than</b> 7.6'.	Paras 37-38	

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33	SDA	<a href="#">Sub-28Jan15</a>	10; 14		<b>Summary wages tables</b> – Not opposed to concept of summary wages tables, however needs to be distinction between minimum wages in clause 10 and how this interacts with penalty rates table in clause 14, particularly in relation to use of term ‘ordinary hours’. Clause 10.1 should be expressed as follows: “ <i>An employer must pay adult employees the following minimum wages for hours worked by the employee.</i> ” Submits note after wages table in clause 10 should be made into a new clause 10.2, which should precede wages table to avoid confusion.	Paras 21–27	
34	APESMA	<a href="#">Sub-25Nov14</a>	10.1	17	<b>Minimum wages</b> – Seeks to have rates for Pharmacists and Pharmacy students increased.	Page 2	
35	PGA	<a href="#">Sub-25Nov14</a>	10.1	17	<b>Minimum wages</b> – Seeks specification as to when a pharmacy student moves up to next pay point.	Item b	
36	SDA	<a href="#">Sub-25Nov14</a>	10.2	18	<b>Junior employees</b> – Seeks to vary clause to provide for payment of junior rates to Level 1 employees only.	Paras 10–12	Not agreed

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37	PGA	<a href="#">Sub-28Jan15</a>	10.2	18	<b>Junior employees</b> – Propose to include following note after rates table: “Note: Junior employees will move to next pay point on their birthday.”	Attachment A	
38	SDA	<a href="#">Proposed variation-25Nov14</a>	10.3	22	<b>Payment of wages</b> – Seeks to vary clause so that all wages shall be paid on regular pay day within 4 days of end of pay period.	Paras 13–19	Being discussed by parties
39	PGA	<a href="#">Proposed variation-25Nov14</a> and <a href="#">Sub-28Jan15</a>	10.3		<b>Hours of work</b> – Seeks conference to discuss potential ambiguity created by operation and interaction of award clauses providing averaging hours over two weeks and payment on weekly or fortnightly basis.	Item A and; Page 2 and attachment A	

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40	APESMA	<a href="#">Sub-28Jan15</a>	10.4(a) and (b)	27.1 and 27.2	<b>Annualised salary (pharmacists only)</b> – Proposes current annualised salary provisions for pharmacists should be retained. Make it clear that employee’s annualised salary agreement must provide compensation for all provisions they have agreed to annualise; ED wording may be interpreted differently. Notes current provision has been in operation since 1998.	Paras 24–28	
	SDA	<a href="#">Sub-28Jan15</a>			Change to wording substantively changes current provision; annual salary must be in satisfaction of <u>all</u> of provisions, not <u>any</u> . SDA does not oppose change in format of clause but strongly opposes changes to wording provided in current award; strongly argues existing provisions should be retained to provide more appropriate safety net.	Paras 77–85	
	HSU	<a href="#">Sub-28Jan15</a>			Supports retention of annualised salary provisions contained in current award and not those in ED.	Para 39	

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41	PGA	<a href="#">Sub-25Nov14</a> and <a href="#">Sub-28Jan15</a>	10.4		<b>Annualised salary</b> – propose to delete “(Pharmacists only)” from clause title; seeks annualised salary for pharmacy assistants.	Item 2 and attachment A	No agreement
	SDA	<a href="#">Reply-sub-18Feb15</a>			Strongly opposes PGA proposal. Substantial change. Issue should be addressed at conference and hearing, not in relation to ED.	Paras 41-45	
42	ABI & NSWBC	<a href="#">Sub-2Feb15</a>	10.5		<b>Supported wage system</b> – Propose to delete words “because of the effects of a disability” to avoid leading employers into error in relation to eligibility for supported wage; if additional words are considered necessary, it should be done in annotated version of award.	Para 61	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Generally agrees with ABI & NSWBC submission.	Para 31	
43	APESMA	<a href="#">Sub-28Jan15</a>	11.2(a)(iii)	19.1(b)	<b>Meal allowance</b> – <i>Parties were asked to clarify whether clause 11.2(a)(iii) applies to both clause 11.2(a)(i) and 11.2(a)(ii) or just 11.2(a)(i)</i> SDA submits clause 11.2(a)(iii) applies to both 11.2(a)(i) and 11.2(a)(ii).	Para 30	
	SDA	<a href="#">Sub-28Jan15</a>				Paras 87–89	
	HSU	<a href="#">Sub-28Jan15</a>			Supports submissions of SDA and APESMA.	Para 40	



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	PGA	<a href="#">Sub-28Jan15</a>			Proposes to change “This provision” to “11.2(a)(i) and (ii)”.	Attachment A	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Agrees with PGA submission.	Paras 23, 29	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Does not oppose PGA amendment.	Para 47	
	ABI & NSWBC	<a href="#">Sub-2Feb15</a>			Clear from current award exclusion clause is meant to apply to both meal allowances; if Commission considers formatting of ED makes clause unclear, proposes following amendment: <i>“The meal allowances in this provision will not apply when the employer has advised the employee of the requirement to work overtime on the previous day.”</i>		
	SDA	<a href="#">Reply-sub-18Feb15</a>			Does not oppose wording provided by ABI & NSWBC.	Para 52	

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44	APESMA	<a href="#">Sub-28Jan15</a>	11.2(a)(v)		<b>Meal allowance –</b> <i>Parties were advised that clause 6.4(c) permits a permanent change to a part-time employee's regular hours, and asked how clause 11.2(a)(v) interacts with clause 6.4(b)(vi)</i> APESMA submits clause 11.2(a)(v) has no relationship with clauses 6.4(b)(vi) or 6.4(c) because clause 11.2(a)(v) is meant to cover situations where employee has been asked to perform additional hours without notice.	Para 31	
	SDA	<a href="#">Sub-28Jan15</a>			Submits there is no interaction between clause 11.2(a)(v) and 6.4(b)(vi).	Paras 90–95	
	HSU	<a href="#">Sub-28Jan15</a>			Supports submissions of SDA and APESMA.	Para 40	
	ABI & NSWBC	<a href="#">Sub-2Feb15</a>			Submits there is no ambiguity in this clause; no change necessary.	Para 63	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Generally agrees with ABI & NSWBC submission.	Para 31	

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45	PGA	<a href="#">Sub-25Nov14</a>	11.2(c)(ii)	19.3(b)	<b>Special clothing allowance</b> – Seeks review of allowance so it applies fairly having regard to number of days an employee works.	Item 5	Not pressed
46	PGA	<a href="#">Sub-28Jan15</a>	12		<b>Superannuation</b> – Proposes to include annotation in clause 12.1 that notes clause refers to what is commonly known as compulsory superannuation contributions and that it applies regardless of whether employer is small or large business; also proposes to include note that describes who gets superannuation at end of clause 12.	Attachment A	
47	FWO	<a href="#">Corr-24Nov14</a>	13.1(a)	26.1(a); 26.1(a)(iii)	<b>Overtime</b> – Unclear whether casual employees are able to work overtime and whether they are entitled to overtime rates for this work.	Item 18	

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48	SDA	<a href="#">Sub-28Jan15</a>	13.2	26(2)(a)	<b>Overtime for casuals –</b> <i>Parties were asked whether the award should state when a casual is entitled to overtime</i> SDA strongly submits that the award needs to state that casual is entitled to overtime. Overtime in award applies to all employees performing work beyond times and patterns considered ‘ordinary’, including casuals, and as such strongly opposes change in definition of overtime included in ED.	Paras 70–76	SDA submits issue of overtime may be more appropriately dealt with as part of the common issues dealing with casual and part-time employment (para 76).
	APESMA	<a href="#">Sub-28Jan15</a>			Supports inclusion of provision clarifying casual employees are entitled to receive overtime; requests ED be varied to reflect provisions in existing award.	Paras 32–34	
	HSU	<a href="#">Sub-28Jan15</a>			Supports making it clear that casuals are entitled to overtime.	Para 41	
	ABI & NSWBC	<a href="#">Sub-2Feb15</a>			Clause 13.2, in combination with clause 13.1(a), indicates casual employees are not entitled to overtime payments.	Para 64	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Disagree with ABI & NSWBC submission.	Paras 32-33	

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49	PGA	<a href="#">Sub-28Jan15</a>	13.2		<b>Overtime</b> – Proposes to make clear overtime is only payable when worked at <u>direction</u> (replacing “discretion”) of employer; this has same meaning as current award which provides overtime is payable on <u>authorised</u> additional hours.	Page 2 and attachment A	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Agrees with PGA submission.	Para 24	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Does not oppose PGA submission.	Paras 31-32.	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Strongly opposes ABI & NSWBC submission. Rely on submission 28 January 2015.	Paras 53-54	
50	PGA	<a href="#">Sub-25Nov14</a>	13.3; 14.1	26.2; 31.3	<b>Overtime and penalty rates</b> – seeks reduction to weekend and public holiday penalty rates.	Item 1	Refer to Penalty Rates Full Bench
51	SDA	<a href="#">Sub-25Nov14</a>	13.3(a)	26.2(a)(i)	<b>Payment for overtime</b> – Seeks to vary clause to ensure no ambiguity as to payment of overtime for all permanent and casual employees performing work.	Para 3	Not agreed

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52	PGA	<a href="#">Sub-28Jan15</a>	13.4(d)		<b>Time off instead of overtime payment</b> – Proposes to remove entitlement being “for each hour worked”, to avoid argument overtime is not payable for less than an hour’s work; proposes to insert note indicating an employee cannot be forced to take time off in lieu of payment at overtime rates and that time off in lieu applies to overtime but not other penalties.	Page 2 and attachment A	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Does not support PGA submission. Believes wording necessary to describe rate at will employee will receive time off.  Essential to retain option for employees to elect to take time off instead of being paid for overtime. Removal of words remove decision to elect from employee to employer, not consistent with the current award.	Paras 25-28	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Opposes PGA proposal to remove words ‘for each hour worked’. Wording necessary to describe rate at which they will receive time off. Also oppose removal of wording ‘elects to’	Para 33-36	

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53	PGA	<a href="#">Sub-28Jan15</a>	14.2		<b>Meal break</b> – propose to delete clause as already dealt with in clause 11.2(b).	Page 2 and and attachment A	
54	SDA	<a href="#">Sub-28Jan15</a>	18		<b>Public holidays</b> – Summary is an oversimplification of NES provision and does not provide sufficient information	Paras 35–40	Illustrative of complexity of creating accurate summaries (See paras 31–33)
55	PGA	<a href="#">Sub-28Jan15</a>	20.2		<b>Notice of termination</b> – Proposes to include table setting out relevant notice periods.	Attachment A	
	APESMA	<a href="#">Reply-sub-17Feb15</a>			Generally agree with PGA proposal to include a number of tables. Particularly in relation to 20.2. However, note some inaccuracies in their proposed tables.	Para 30	
	SDA	<a href="#">Reply-sub-18Feb15</a>			Not opposed to inclusion of table.	Para 40.	
56	SDA	<a href="#">Sub-28Jan15</a>	21.2		<b>Redundancy</b> – Proposed definition of ‘small business employer’ is unnecessary as is already contained in definitions clause.	Para 34	Illustrative of complexity of creating accurate summaries (See paras 31–33)

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
57	HSU	<a href="#">Sub-25Nov14</a>	Schedule A	Schedule B	<b>Classification definitions</b> – Seeks to amend definitions of Pharmacists and Pharmacy Intern.	Para 26	Re-considering
58	PGA	<a href="#">Sub-25Nov14</a>	Schedule A	Schedule B	<b>Classification definitions</b> – Seeks review of classification descriptions, payment for offsite training and replace out of date terminology.	Item e	Training packages alignment – Employer directed training paid by employer
59	APESMA	<a href="#">Sub-28Jan15</a>	Schedule A	14; Schedule B	<b>Classification definitions</b> – Requests ED be varied to reflect current classification structure sequential order, specifically in relation to student and intern pharmacists.	Paras 35–37	
60	SDA	<a href="#">Sub-28Jan15</a>	Schedule B		<b>Summary wages tables</b> – Tables not consistent with use of term ‘minimum hourly rate’ and ‘ordinary hours’; submits heading in column 2 of tables B.1.1 and B.2.1 should read “Ordinary hours worked where the minimum hourly rate applies” to be consistent with use of “% of minimum hourly rate” used below in same tables.	Paras 28–30	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
61	SDA	<a href="#">Sub-28Jan15</a>	Schedule G	3.1	<b>Definition of default fund employee</b> – Notes definition deleted from ED.	Para 6	
	ABI & NSWBC	<a href="#">Sub-2Feb15</a>			Submits although term not used in award, notes that Full Bench decided to include definition in all awards; consideration should be given to retaining definition in accordance with decision.	Para 65	See Full Bench decision <a href="#">[2013]</a> <a href="#">FWCFB 10016</a>
	APESMA	<a href="#">Reply-sub- 17Feb15</a>			Generally agree with ABI & NSWBC submission.	Para 31	
	SDA	<a href="#">Reply-sub- 18Feb15</a>			Supports ABI & NSWBC submission.	Para 55	
62	PGA	<a href="#">Sub-28Jan15</a>	Schedule G	3.1	<b>Definitions</b> – Proposes to insert note explaining term “national system”.	Attachment A	
<b>Proposed new clauses</b>							
63	SDA	<a href="#">Sub-25Nov14</a>			<b>Blood donor leave</b> – Seeks inclusion of new clause to provide all employees with 2 hours paid leave on maximum of 4 occasions per year. Casuals would be entitled to be absent for 2 hours, up to 4 occasions per year without pay.	Paras 21–22	Being considered. SDA to provide draft clause

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
64	SDA	<a href="#">Sub-25Nov14</a>			<b>Bone marrow donor leave</b> – Seeks inclusion of new clause to provide all employees with 2 hours paid leave on maximum of 2 occasions per year. Casuals would be entitled to be absent for equivalent time, without pay.	Paras 23–27	Being considered. SDA to provide draft clause
65	APESMA	<a href="#">Sub-25Nov14</a>			<b>Professional services allowance</b> – Seeks inclusion of new allowance to cover additional duties.	Page 2	
66	APESMA	<a href="#">Sub-25Nov14</a>			<b>Reimbursement of expenses</b> – Seeks inclusion of new clause providing reimbursement for Professional Insurance costs and Registration Fees.	Page 2	
67	APESMA	<a href="#">Sub-25Nov14</a>			<b>CPD training and study leave</b> – Seeks inclusion of new clause providing for employers to provide financial and time assistance.	Page 2	<i>See item 56</i>
68	APESMA	<a href="#">Sub-25Nov14</a>			<b>Workloads</b> – Seeks inclusion of new provision restricting number of prescriptions pharmacists may dispense in one day.	Page 3	Subject to separate discussions

**List of abbreviations (in order of appearance)**

APESMA	The Association of Professional Engineers, Scientists and Managers, Australia
SDA	Shop, Distributive and Allied Employees Association
HSU	Health Services Union
NES	National Employment Standards
PGA	Pharmacy Guild of Australia
PHIEA	Private Hospital Industry Employers' Association
ABI & NSWBC	Australian Business Industrial and the New South Wales Business Chamber Ltd
FWO	Fair Work Ombudsman