

A revised **Pharmacy Industry Award 2017—plain language exposure draft** was published on 5 July 2017.

Changes since that date are as follows:

Publication date	Amendments	Clauses affected
5 September 2018	Clause 1—Title and commencement clause amended in accordance with [2017] FWCFB 3433	1.2
5 September 2018	Clause 2—Definitions amended in accordance with [2018] FWCFB 5504	2
5 September 2018	Clause 4.3(b) (Coverage) amended in accordance with [2018] FWCFB 5504 Clauses 4.2(b) and 4.3(a) and (b) amended in accordance with [2018] FWCFB 5504	4.2 4.3
5 September 2018	Clause 5—Effect of variations make by the Fair Work Commission clause updated to reflect wording in other PLEDs in accordance with [2018] FWCFB 5504	5
5 September 2018	Clause 6—Individual flexibility arrangements inserted in accordance with [2017] FWCFB 4419	6
5 September 2018	Clause 7—Facilitative provisions for flexible working practices updated to include additional provisions	7.2
5 September 2018	Clause 10.3 (Part-time employment) amended to reflect wording in other PLEDs in accordance with [2018] FWCFB 5504	10.3
5 September 2018	Clause 10.14—School students (Part-time employment) inserted in accordance with PR594779	10.14
5 September 2018	Clause 11.6—School students (Casual employment) inserted in accordance with PR594779	11.6
5 September 2018	Clause 16.1—Adult rates (Minimum rates) subclause heading inserted Clauses 16.1 and 16.7 updated in accordance with AWR 2017–18 PR606336 Clause 16.2—Junior rates amended in accordance with PR594779	16.1 16.2 16.7
5 September 2018	Clause 17—Annualised salary renamed and amended in accordance with PR594779	17
5 September 2018	Clause 18—Allowances updated in accordance with PR606492 and Allowances Sheet Clause 18.5—Moving expenses amended in accordance with [2018] FWCFB 5504	18
5 September 2018	Clause 20—Overtime amended in accordance with	20.1 20.3

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Publication date	Amendments	Clauses affected
	PR594779 . Plain language amendments have been made to the amendments.	
5 September 2018	Table 6—Penalty rates updated	21.3
5 September 2018	Clause 22.8—Excessive leave accruals: request by employee for leave amended to delete out of date subclause	22.8
5 September 2018	Clause 23.3—Casual employees (Personal/carer’s leave and compassionate leave amended in accordance with [2018] FWCFB 5504	23.3
5 September 2018	Clause 25.4—Part-day public holidays inserted to reflect wording in other PLEDs in accordance with [2018] FWCFB 5504	25.4
5 September 2018	Clause 27—Leave to deal with family and domestic violence inserted in accordance with PR609329	27
5 September 2018	Clause 28—Consultation about major workplace change inserted in accordance with [2017] FWCFB 4419 and [2018] FWCFB 4704	28
5 September 2018	Clause 29—Consultation about changes to rosters or hours of work inserted in accordance with [2017] FWCFB 4419 and [2018] FWCFB 4704	29
5 September 2018	Clause 30—Dispute resolution inserted in accordance with [2017] FWCFB 4419 and [2018] FWCFB 4704	30
5 September 2018	Clause 31—Termination of employment inserted in accordance with [2018] FWCFB 3009 and [2018] FWCFB 4177 and	31
5 September 2018	Clause 32—Redundancy inserted in accordance with [2017] FWCFB 4419	32
5 September 2018	Clause 33—Transfer to lower paid duties on redundancy inserted in accordance with [2017] FWCFB 5258 and [2018] FWCFB 4177	33
5 September 2018	Clause 34—Employee leaving during redundancy notice period inserted in accordance with [2018] FWCFB 4704	34
5 September 2018	Schedule B—Summary of hourly rates of pay updated in accordance with AWR 2017–18 PR606336 and [2018] FWCFB 5504	Schedule B
5 September 2018	Schedule C—Summary of monetary allowances updated in accordance with PR606492 and Allowances Sheet	Schedule C

PLAIN LANGUAGE EXPOSURE DRAFT**Pharmacy Industry Award 2017**

This plain language exposure draft has been prepared by staff of the Fair Work Commission based on the **Pharmacy Industry Award 2010**) as at 5 July 2017 and incorporates award updates up to 27 July 2018. This exposure draft does not seek to amend any entitlements under the **Pharmacy Industry Award 2010**.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2016/15](#) and [AM2014/209](#). A number of common issues and substantive claims are being dealt with as part of the 4 yearly review of modern awards which may affect this award. Notes appearing in a green text box show the provisions that may be affected.

This plain language exposure draft incorporates Decisions issued on 20 January 2017, 21 March 2017, 21 June 2017 and 3 September 2018. ~~This exposure draft does not contain plain language versions of the clauses that are standard clauses (as described in the Statement of 15 July 2016 at paragraph [5]).~~

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this award

1. Title and commencement

- 1.1 This is the *Pharmacy Industry Award [2017]*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 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 this award.
- 1.4 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.

2. Definitions

In this award:

Act means the [Fair Work Act 2009 \(Cth\)](#).

community pharmacy, see clause 4.1 (Coverage).

dispensary assistant, see Schedule A.3 (Classification Definitions).

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

Fair Work Regulations means the *Fair Work Regulations 2009 (Cth)*.

immediate family means a family member defined by section 12 of the Act.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

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National Employment Standards, see Part 2-2 of the [Act](#). Divisions 3 to 12 of the [Act](#) constitute the *National Employment Standards*. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

on-hire means the on-hire of an employee by their employer to a client, where the employee works under the general guidance and instruction of the client or a representative of the client.

standard rate means the minimum rate for a **pharmacy assistant level 3** in clause 16—Minimum rates.

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

Table 1—Facilitative provisions means the Table in clause 7.2

Table 2—Entitlements to meal and rest break(s) means the Table in clause 15.2.

Table 3—Minimum rates means the Table in clause 16.1.

Table 4—Junior rates (pharmacy assistants levels 1 and 2 only) means the Table in clause 16.2.

Table 5—Overtime rates means the Table in clause 20.3.

Table 6—Penalty rates means the Table in clause 21.3.

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Table 7—Period of notice means the Table in clause 31.1.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 3.4 Where a pharmacy does not have a notice board, the award and the [NES](#) may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.

4. Coverage

- 4.1 In this industry award, **community pharmacy** means a business to which all of the following apply:
- (a) the business is established wholly or partly for compounding or dispensing prescriptions for, or selling medicines or drugs to, the general public from the premises on which the business is conducted, whether or not other goods are so sold from those premises; and
 - (b) if required to be registered under legislation for the regulation of pharmacies in force in the place in which the premises on which the business is conducted are located, the business is so registered; and
 - (c) the business is not owned by a hospital or other public institution, or operated by government.
- 4.2 This industry award covers, to the exclusion of any other modern award:
- (a) employers in the community pharmacy industry throughout Australia; and
 - (b) employees (with[in](#) a classification defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).
- 4.3 This industry award also covers:
- (a) on-hire employees working in the community pharmacy industry (with[in](#) a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and

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- (b) trainees employed by a group training employer and hosted by a community pharmacy – an employer covered by this award to work in the community pharmacy industry (with in a classification defined in Schedule A— Classification Definitions) and the group training employers of those trainees.

4.4 However, this industry award does not cover any of the following:

- (a) employees excluded from award coverage by the Act; or

NOTE: See section 143(7) of the Act.

- (b) employees covered by a modern enterprise award or an enterprise instrument; or

- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or

- (d) employers of employees mentioned in paragraph (a), (b) or (c).

4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the community pharmacy industry who is not covered by this industry award may be covered by an award with occupational coverage.

5. Effect of variations made by the Fair Work Commission

A variation to of this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.

6. Individual flexibility arrangements

6.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

6.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

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- 6.3 An agreement may only be made after the individual employee has commenced employment with the employer.
- 6.4 An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 6.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 6.6 An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 6.7 An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 6.8 Except as provided in clause 6.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 6.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 6.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 6.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or

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(b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the Act then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

6.12 An agreement terminated as mentioned in clause 6.11(b) ceases to have effect at the end of the period of notice required under that clause.

6.13 The right to make an agreement under clause 6 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

7. Facilitative provisions for flexible working practices

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision
20.4	Time off instead of payment for overtime
22.4	<u>Annual leave in advance</u>
22.5	<u>Cashing out of annual leave</u>
25.3	Substitution of public holidays by agreement

7.3 The agreement must be kept by the employer as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

- (a) a full-time employee; or
- (b) a part-time employee; or
- (c) a casual employee.

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8.2 At the time of engaging an employee, the employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

8.3 Moving between types of employment

- (a) A full-time or casual employee can only become a part-time employee with the employee’s written consent.
- (b) Moving to part-time employment does not affect the continuity of any leave entitlements.
- (c) A full-time employee:
 - (i) may request to become a part-time employee; and
 - (ii) may return to full-time employment at a date agreed in writing with the employer.

9. Full-time employment

An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.

10. Part-time employment

10.1 An employee who is engaged to work for fewer ordinary hours than 38 per week (or 76 over 2 consecutive weeks) and whose hours of work are reasonably predictable, is a part-time employee.

10.2 This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.

10.3 A part-time employee is entitled to payments in respect of annual leave, and personal/carer’s leave, ~~compassionate leave or public holidays~~ on a proportionate basis.

10.4 At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:

- (a) the number of hours to be worked each day; and
- (b) the days of the week on which the employee will work; and
- (c) the times at which the employee will start and finish work each day; and
- (d) when meal breaks may be taken and their duration.

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- 10.5** Any agreement under clause 10.4 must state that any variation agreed by the employer and the employee to any of the matters mentioned in clauses 10.4(a) to 10.4(d) must be in writing and may be of a temporary or permanent nature.
- 10.6** An agreement under clause 10.4 must also state that for each hour worked in excess of the number of ordinary hours agreed under clauses 10.4 and 10.12, the employee must be paid at the overtime rate in accordance with clause 20.1—Application of overtime.
- 10.7** An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.
- 10.8** The employer must keep a copy of any agreement under clause 10.4 or variation of it and give another copy to the employee.
- 10.9** The roster of a part-time employee, but not the number of hours agreed under clause 10.4, may be changed by the employer giving the employee 7 days', or in an emergency 48 hours', written notice of the change.
- 10.10** The roster of a part-time employee, including the number of hours agreed under clause 10.4, may be changed at any time by the employer and employee by mutual agreement.
- 10.11** However, the roster of a part-time employee must not be changed:
- (a) from pay period to pay period; or
 - (b) so as to avoid any award entitlement.
- 10.12** A part-time employee who has worked on any day the number of hours agreed under clause 10.4 may agree to work additional hours on that day on the terms applicable to a casual employee. An agreement to work additional hours must be in writing.

NOTE: If the employer directs a part-time employee to work a reasonable number of hours in excess of the number of ordinary hours they are required to work per week, the employer must pay the employee at the overtime rate specified in clause 20—Overtime for those hours. Clause 10.12, however, allows a part-time employee to agree with their employer to work more than their rostered hours on a particular day and be paid the casual loading instead of the overtime rate for those hours. The overtime rate must, however, be paid for any hours worked in the circumstances specified in clause 20.1—Application of overtime.

EXAMPLE: After finishing her rostered hours for a day, Alice's boss, Catherine, asks her to stay and work an additional 2 hours. Catherine explains that Alice is not required to do so as she can arrange for a casual employee to perform the work. Alice is keen on earning some extra money so she agrees to work the additional hours at the casual rate.

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- 10.13** However, the total number of hours agreed under clause 10.4 and 10.12 must not exceed the maximum daily hours specified in clause 13.3 (Ordinary hours of work) or full-time employment hours specified in clause 9—Full-time employment.

NOTE: See clause 20—Overtime for rates applicable when agreed additional hours exceed the maximum daily hours or full-time employment hours.

10.14 School students

The minimum engagement period for a part-time employee will be 2 hours if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and
- (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than 3 hours; and
- (a)(d) there is at least one employee who is classified at level 3 or higher engaged over the same period to supervise the school student.

11. Casual employment

- 11.1** An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.

A casual conversion clause has been considered in common issue proceedings in matter [AM2014/197](#). The model clause relating to a casual conversion provision will be inserted into the PLED at the time it is inserted into the current award.

- 11.2** The minimum number of hours for which a casual employee may be rostered to work on any day is 3 consecutive hours.

- 11.3** An employer must pay a casual employee for each ordinary hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under clause 16—Minimum rates.

NOTE: Column 2 of Table 3—Minimum rates shows the minimum hourly rate to which the casual loading applies. If an employee is classified as a Pharmacy Assistant, and aged under 21 years, see also clause 16.2—Junior rates (pharmacy assistants levels 1 and 2 only).

- 11.4** An employer must pay a casual employee for each ordinary hour worked during periods specified in clause 21—Penalty rates the casual penalty rate (inclusive of casual loading) specified in column 3 of Table 6—Penalty rates.

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NOTE: The 25% loading for casual employees applies to ordinary hours worked. The casual loading is not payable on overtime worked as specified in clause 20—Overtime.

- 11.5 The pay period of a casual employee is as determined under clause 16.4—Pay period.

11.6 School Students

The minimum engagement period for an employee engaged on a casual basis will be 2 hours if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day on which they are required to attend school; and
- (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than 3 hours; and
- (a)(d) there is at least one employee who is classified at level 3 or higher engaged over the same period to supervise the school student.

12. Classifications

- 12.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.
- 12.2 The classification by the employer must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.
- 12.3 Employers must notify employees in writing of their classification and of any change to it.

Part 3—Hours of Work

13. Ordinary hours of work

- 13.1 Ordinary hours may be worked on any day between 7.00 am and midnight.
- 13.2 Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 15—Breaks.
- 13.3 The maximum number of ordinary hours that can be worked on any day is 12.
- 13.4 The maximum number of ordinary hours of work per week for a full-time employee is 38 (or 76 ordinary hours over 2 consecutive weeks).

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13.5 The maximum number of ordinary hours of work per week for a part-time employee are as agreed under clause 10—Part-time employment.

14. Rostering arrangements—full-time and part-time employees

14.1 The following rostering arrangements apply to full-time and part-time employees:

- (a) employees must be rostered to work ordinary hours in such a way that they have:
 - (i) 2 consecutive days off each week; or
 - (ii) 3 consecutive days off over 2 consecutive weeks;
- (b) employees must not be rostered to work ordinary hours on more than 5 days in a week;
- (c) despite paragraph (b), employees may be rostered to work ordinary hours on 6 days one week if they are rostered to work ordinary hours on no more than 4 days the following week;
- (d) employees must not be rostered to work (whether ordinary hours or overtime) on more than 6 consecutive days;
- (e) employees rostered to work (whether ordinary hours or overtime) on 3 Sundays in a 4 week cycle must be rostered to have 3 consecutive days off in that 4 week cycle, including a Saturday and Sunday.

14.2 Clause 14.1(e) does not apply to a part-time employee who has agreed under clause 10—Part-time employment to work Saturday or Sunday (or both) each week and have at least 2 consecutive days off.

14.3 At the written request of the employee, the employer and the employee may agree to rostering arrangements that are different to those in clause 14.1.

14.4 Different arrangements agreed under clause 14.3 must be recorded in the time and wages record.

14.5 The employee may end an agreement under clause 14.3 at any time by giving the employer 4 weeks' notice unless the agreement was made under clause 10.4 (Part-time employment).

14.6 An agreement under clause 14.3 may provide that it ends on a particular day or at the end of a particular period.

14.7 An employee cannot be required, as a condition of employment, to agree to an arrangement under clause 14.3.

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15. Breaks

15.1 Clause 15 gives an employee an entitlement to meal breaks and rest breaks.

15.2 An employee who works the number of hours on any one day specified in an item of column 1 of **Table 2—Entitlements to meal and rest break(s)** is entitled to a break or breaks as specified in column 2.

Table 2—Entitlements to meal and rest break(s)

Column 1 Hours worked per day	Column 2 Breaks
At least 4 but not more than 5	One 10 minute paid rest break
More than 5 but less than 7.6	One 10 minute paid rest break One 30 to 60 minute unpaid meal break
7.6 or more	Two 10 minute paid rest breaks (not to be taken in the first hour of work or in the first hour of resuming work after a meal break) One 30 to 60 minute unpaid meal break (to be taken within the first 5 hours of work but not before the first 2.5 hours)

Part 4—Wages and Allowances

16. Minimum rates

16.1 Adult rates

An employer must pay an employee the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly rate specified in column 2) in accordance with the employee classification specified in column 1 of **Table 3—Minimum rates**.

NOTE 1: Provisions for calculating rates for an employee who is classified as a pharmacy assistant and aged under 21 years are at clause 16.2—Junior rates (pharmacy assistants levels 1 and 2 only).

Table 3—Minimum rates

Column 1 Employee classification	Column 2 Minimum weekly rate	Column 3 Minimum hourly rate
Pharmacy assistant		
Level 1	\$789.90 \$763.20	\$20.79 \$20.08

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Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate	Minimum hourly rate
Level 2	\$808.70 \$781.40	\$21.28 \$20.56
Level 3	\$837.40 \$809.10	\$22.04 \$21.29
Level 4	\$871.80 \$842.30	\$22.94 \$22.17
Pharmacy student		
1 st year of course	\$789.90 \$763.20	\$20.79 \$20.08
2 nd year of course	\$808.70 \$781.40	\$21.28 \$20.56
3 rd year of course	\$837.40 \$809.10	\$22.04 \$21.29
4 th year of course	\$871.80 \$842.30	\$22.94 \$22.17
Pharmacy intern		
1 st half of training	\$883.40 \$853.50	\$23.25 \$22.46
2 nd half of training	\$913.50 \$882.60	\$24.04 \$23.23
Pharmacist		
Experienced pharmacist	\$1,033.40 \$998.50	\$27.19 \$26.28
Pharmacist in charge	\$1,131.80 \$1,093.50	\$29.78 \$28.78
Pharmacist in charge	\$1,158.40 \$1,119.20	\$30.48 \$29.45
Pharmacist manager	\$1,290.90 \$1,247.20	\$33.97 \$32.82

NOTE 2: Provisions for calculating rates for casual employees are at clause 11—Casual employment. Overtime rates are specified in clause 20—Overtime and penalty rates are specified in clause 21—Penalty rates.

NOTE 3: Schedule B—Summary of hourly rates of pay contains a summary of hourly rates of pay including casual, overtime and penalty rates.

16.2 Junior rates (Pharmacy Assistants levels 1 and 2 only)

An employer must pay an employee, who is classified as a pharmacy assistant level 1 or level 2 and aged as specified in column 1 of **Table 4—Junior rates (pharmacy assistants levels 1 and 2 only)**, at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

Table 4—Junior rates (Pharmacy Assistants levels 1 and 2 only)

Column 1	Column 2
Age	% of minimum rate
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%

Column 1	Column 2
Age	% of minimum rate
19 years of age	80%
20 years of age	90%

16.3 Pharmacy students

The following applies for determining which year of a course a pharmacy student is in for the purpose of **Table 3—Minimum rates**:

- (a) a year of a course begins on the first day of the relevant academic term; and
- (b) a pharmacy student in the first year of a Master of Pharmacy course is treated as being in the 3rd year of a course; and
- (c) progress through the pharmacy student classification rates is in line with progress through a course; and
- (d) progress through a course for the purpose of paragraph (c) is determined by completing and passing all subjects for a year of a course.

NOTE: A pharmacy student can progress to the next pharmacy student classification rate in less than one year if all subjects for a year of a course are completed and passed in less than one year. A pharmacy student remains at the wage specified for a year of a course until all the required subjects are completed and passed.

16.4 Pay period

- (a) The employer may determine the pay period of an employee as being either weekly or fortnightly.
- (b) Wages must be paid for a pay period according to the number of hours worked by the employee in the period.

NOTE 1: Hours of work may be measured over 2 consecutive weeks.

NOTE 2: The Fair Work Regulations set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid. See Part 3–6, Division 3—Employer obligations in relation to employee records and pay slips.

16.5 Pay day

- (a) Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.
- (b) Employers must notify employees in writing about which day is the regular pay day.

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- (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks’ written notice.

Payment on termination of employment model clause is being considered by the Full Bench in the payment of wages common issue in accordance with [2108] FWCFB 4735.

16.6 Supported wage system

For employees eligible for a supported wage, see Schedule D—Supported Wage System.

16.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 201~~8~~⁷. For that purpose, any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pharmacy Industry Award 201⁷~~0~~ and not the *Miscellaneous Award 2010*.*

17. Annualised salary (~~P~~pharmacists and pharmacy assistant level 4 only)

17.1 A pharmacist or pharmacy assistant level 4 may agree in writing with their employer to be paid an annualised salary that satisfies this award in relation to all or any of the following matters:

- (a) overtime;
- (b) penalty rates;18
- (c) payments for public holidays;
- (d) payments for annual leave;
- (e) annual leave loading;
- (f) meal allowances;
- (g) on-premise meal allowances.

17.2 A pharmacist or pharmacy assistant level 4 may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under clause 17.

17.3 An annualised salary must not result in a pharmacist being paid less over a year (or, if the ~~pharmacist’s~~ employment is terminated before a year is completed, over the period of that employment) than would have been the case if an annualised salary had not been agreed.

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- 17.4 The employer must keep a copy of any agreement under clause 17 and give another copy to the employee pharmacist.
- 17.5 The employer must keep a record of hours worked each day by a pharmacist or pharmacy assistant level 4 who has entered into an agreement under clause 17 showing the times at which the pharmacist started and finished work that day.
- 17.6 A record mentioned in clause 17 must be:
- (a) Countersigned by the employee weekly by the pharmacist; and
 - (b) kept at the place of employment for at least 6 years.

18. Allowances

- 18.1 Clause 18 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

18.2 Meal allowances

- (a) Clause 18.2 applies to an employee to whom all of the following apply:
 - (i) the employee has worked 6 or more ordinary hours on any day; and
 - (ii) the employee is required to work on that day, overtime, or more than 1.5 hours beyond the time at which the employee ordinarily finishes work for the day, unless the hours worked were agreed under clause 10—Part-time employment; and
 - (iii) the employee was not advised of the requirement mentioned in subparagraph (ii) on or before the previous day; and
 - (iv) the employee cannot reasonably return home for a meal within the period of the meal break.
- (b) The employer must:
 - (i) pay the employee a meal allowance of ~~\$18.41~~18.04; or
 - (ii) supply the employee with an adequate meal.
- (c) If the number of hours worked under a requirement mentioned in paragraph (a)(ii) exceeds 4, the employer must pay the employee a further meal allowance of ~~\$16.49~~16.16.

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18.3 On-premise meal allowance

- (a) Clause 18.3 applies to a pharmacist who is required to take a meal break on the premises so as to attend to urgent matters requiring the involvement of a pharmacist.
- (b) The employer must pay the pharmacist at the penalty rate for the period of the meal break, regardless of other penalty rates to which the pharmacist is entitled.
- (c) In paragraph (b), the penalty rate means **150%** of the minimum hourly rate of the pharmacist. See column 2 of **Table 3—Minimum rates**.

18.4 Clothing allowance

- (a) The employer must reimburse an employee who is required to wear special clothing, such as a uniform or protective clothing, for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.
- (b) If special clothing that is required to be worn by an employee needs to be laundered, the employer must undertake the laundering at no cost to the employee or pay the employee an allowance of:
 - (i) **\$6.25** each week for a full-time employee; or
 - (ii) **\$1.25** each shift for a part-time or casual employee.

18.5 Moving expenses

- (a) Clause 18.5 applies if an employer transfers an employee from one township to another and, as a consequence, the employee moves residence.
- (b) The employer ~~is responsible for, and~~ must pay, the total cost (including fares and other transport charges) of moving the employee and member(s) of the employee's immediate family who reside in the employee's household; ~~including fares and other transport charges.~~

18.6 Motor vehicle allowance

If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of **\$0.78** for each kilometre travelled.

18.7 Transport reimbursement

- (a) Clause 18.7 applies to an employee to whom all of the following apply:
 - (i) the employee starts work before 7.00 am or starts or finishes work after 10.00 pm; and
 - (ii) the employee's regular means of transport is not available; and

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- (iii) the employee is unable to arrange their own alternative means of transport; and
 - (iv) a proper means of transport to or from the employee's usual place of residence is not provided to, or arranged for, the employee by the employer at no cost to the employee.
- (b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.

18.8 Broken Hill allowance

The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of ~~\$35.8434.63~~ per week.

19. Superannuation

19.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

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- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Retail Employees Superannuation Trust (REST);
- (b) Guildsuper;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave.
- (b) **Work-related injury or illness**—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

20. Overtime

NOTE: Under the [NES](#) (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

Overtime for casual employees is being considered by a separate Full Bench in casual employment common issue proceedings in matter [AM2014/197](#).

20.1 Application of overtime

An employer must pay an employee at the overtime rate, as specified in clause 20.3, for any hours worked at the direction of the employer:

- (a) in excess of 38 hours per week (or 76 ordinary hours over 2 consecutive weeks); or
- (b) in excess of 12 hours on any day [as specified in clause 13.3 \(Ordinary hours of work\)](#); or
- (c) that are not continuous, except for [rest breaks and meal](#) breaks to which the employee is entitled under clause 15—Breaks; or
- (d) between midnight and 7.00 am; or
- (e) outside the rostering arrangements specified in clause 14.1 (Rostering arrangements—full-time and part-time employees).

20.2 An employer must pay a part-time employee at the overtime rate for each hour worked in excess of the number of hours that the employee has agreed to work under clauses 10.4 and 10.12 (Part-time employment).

20.3 Payment of overtime

- (a) An employer must pay an employee for all overtime worked as prescribed in clause 20.1 and 20.2 the overtime rate specified in column 2 of **Table 5—Overtime rates** in accordance with when the overtime was worked as specified in column 1 of that table.
- (b) The overtime rate specified in column 2 of **Table 5—Overtime rates** must be applied to the applicable minimum rate for the employee classification in accordance with clause 16—Minimum rates.

Plain language Exposure draft – Pharmacy Industry Award 2017**Table 5—Overtime rates**

Column 1 For overtime worked on	Column 2 Overtime rate <u>% of minimum rate</u>
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday—all day	200%
Public holiday—all day	250%

NOTE: Schedule B—Summary of hourly rates of pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

- (c) Casual loading is not payable on overtime worked by a casual employee.

20.4 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

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- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply, in relation to overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

21. Penalty rates

- 21.1 Clause 21 sets out penalty rates for ordinary hours worked at specified times or on specified days.

NOTE: Clause 20—Overtime prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

- 21.2 Penalty rates are not cumulative on overtime rates.

21.3 Payment of penalty rates

- (a) An employer must pay a full-time or part-time employee in accordance with column 2 of **Table 6—Penalty rates**, and a casual employee in accordance with column 3 of that table, for hours worked by the employee during a period specified in column 1 of that table.
- (b) The penalty rate specified in column 2 or 3 of **Table 6—Penalty rates** must be applied to the applicable minimum rate for the employee classification in accordance with clause 16—Minimum rates.

NOTE 1: **Table 3—Minimum rates** shows the minimum hourly rate applicable under clause 16—Minimum rates. If an employee is classified as a pharmacy assistant and aged under 21, see also clause 16.2—Junior rates ([pharmacy assistants levels 1 and 2](#) only).

Plain language Exposure draft – Pharmacy Industry Award 2017**Table 6—Penalty rates**

Column 1 For hours worked on	Column 2 Full-time and part-time penalty rate <u>% of minimum rate</u>	Column 3 Casual penalty rate (inclusive of casual loading) <u>% of minimum rate</u>
Monday to Friday		
Between 7.00 am and 8.00 am	150%	175%
Between 7.00 pm and 9.00 pm	125%	150%
Between 9.00 pm and midnight	150%	175%
Saturday		
Between 7.00 am and 8.00 am	200%	225%
Between 8.00 am 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		
Between 7.00 am and 9.00 pm (1 July 2017 to 30 June 2018)	195%	220%
Between 7.00 am and 9.00 pm (1 July 2018 to 30 June 2019)	180%	205%
Between 7.00 am and 9.00 pm (1 July 2019 to 30 June 2020)	165%	190%
Between 7.00 am and 9.00 pm (From 1 July 2020)	150%	175%
Sunday		
Before 7.00 am and after 9.00 pm	200%	225%
Public holidays—all day	225%	250%

NOTE 2: Schedule B—Summary of hourly rates of pay sets out the hourly penalty rate for all employee classifications.

Part 6—Leave and Public Holidays

22. Annual leave

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to

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receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

22.1 Annual leave is provided for in the [NES](#).

22.2 Additional leave for certain shiftworkers

A **shiftworker**, for the purposes of the [NES](#), is an employee who is a 7 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 7 days a week.

22.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate prescribed in clause 16—Minimum rates of this award in addition to their minimum rate of pay. Annual leave loading payment is payable on leave accrued.

(b) The loading will be as follows:

(i) 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.

(ii) Shiftwork

Employees who would have worked on shiftwork had they not been on leave—**17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

22.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 22.4 as an employee record.

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- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.5.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.5.

NOTE 3: An example of the type of agreement required by clause 22.5 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out Schedule F—Agreement to Cash Out Annual Leave.

22.6 Excessive leave accruals: general provision

NOTE: Clauses 22.6 to 22.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See paragraph (b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.8 Excessive leave accruals: request by employee for leave

~~(a)~~—~~Clause 22.8 comes into operation from 29 July 2017.~~

~~(b)~~(a) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

~~(e)~~(b) However, an employee may only give a notice to the employer under paragraph (a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

~~(d)~~(c) A notice given by an employee under paragraph (a) must not:

- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

~~(e)~~(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.

~~(f)~~(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

23. Personal/carer’s leave and compassionate leave

23.1 Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

23.2 Evidence requirements

- (a) For the purposes of section 107(3) of the [Act](#), an employee is entitled to one day’s absence per year for leave of the kind in section 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.
- (b) Where any absence exceeds 3 consecutive days, the employer may require the production of a medical certificate from a legally qualified medical practitioner.

23.3 Casual employees

- (a) A casual employee is entitled to be unavailable for work or to leave work to care for a person who requires care or support because of:
 - (i) illness or an injury; or
 - (ii) an emergency.
- (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 clause 23.3.
- (d) Casual employees are not entitled to paid leave under clause ~~23.1–16.3(a)~~ [\(Pharmacy students\)](#).

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

25. Public holidays

25.1 Public holiday entitlements are provided for in the [NES](#).

25.2 Where an employee works on a public holiday they will be paid in accordance with clause 21.3—Payment of penalty rates.

25.3 Substitution of public holidays by agreement

The employer and an individual employee may, by agreement, substitute another day for a public holiday. Where there is no agreement, the employer may substitute another day but not so as to give the employee less time off work than the employee would have had if the employee had received the public holiday.

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25.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule G—2017 Part-day public holidays.

26. Community service leave

Community service leave entitlements are provided for in the [NES](#).

27. Leave to deal with family and domestic violence

27.1 This clause applies to all employees, including casuals.

27.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 27.2(a) includes a former spouse or de facto partner.

27.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee's employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

NOTE 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

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NOTE 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

27.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

NOTE: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

27.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

27.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 27. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 27 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27.4.

NOTE: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

27.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 27.6 is treated confidentially, as far as it is reasonably practicable to do so.

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(b) Nothing in clause 27 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

NOTE: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

27.8 Compliance

An employee is not entitled to take leave under clause 27 unless the employee complies with clause 27.

Part 7—Consultation and Dispute Resolution

27.28. Consultation about major workplace change

28.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

28.2 For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

28.3 Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

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28.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).

28.5 In clause 28:

significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

28.6 Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

28.29. Consultation about changes to rosters or hours of work

29.1 Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

29.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

29.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

29.4 The employer must consider any views given under clause 29.3(b).

29.5 Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

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29.30. Dispute resolution

30.1 Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

30.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.

30.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

30.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

30.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.

30.8 While procedures are being followed under clause 30 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of employment and Redundancy

30.31. Termination of employment

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

Plain language Exposure draft – Pharmacy Industry Award 2017**30.131.1** Notice of termination by an employee

- (a) Clause 31 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 7—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 7—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

30.231.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

30.331.3 The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

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31.32. Redundancy

Redundancy pay is provided for in the NES.

32.33. Transfer to lower paid ~~job~~ duties on redundancy

33.1 Clause 33 applies if, because of redundancy, the employer decides to transfer an employee to new duties to which a lower ordinary rate of pay is applicable.

33.2 The employer may:

(a) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(b) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer.

33.3 If the employer acts as mentioned in clause 33.2(b) the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all purpose allowances, shift allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all purpose allowances, shift allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.34. Employee leaving during redundancy notice period

34.1 An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of the notice prescribed by section 117(3) of the Act.

34.2 The employee is entitled to receive the benefits and payments they would have received under clause 34 of this award or under Subdivisions B and C of Division 11 of Part 2-2 of the Act had they remained in employment until the expiry of the notice.

34.3 However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

34.4 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of the notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

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- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

Schedule A—Classification Definitions

A.1 Pharmacy assistant level 1 is an employee working as a pharmacy assistant in a community pharmacy who has not acquired the competencies required to hold a qualification in Community Pharmacy and is not covered by any other classification in this Schedule.

A.2 Pharmacy assistant level 2 is an employee who has acquired the competencies required to be the holder of a Certificate II in Community Pharmacy, as determined by the National Quality Council or a successor body.

A.3 Pharmacy assistant level 3/Dispensary assistant level 3 is an employee who has acquired the competencies required to be the holder of a Certificate III in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.

A pharmacy assistant/dispensary assistant level 3 may be required by the employer to:

- (a) supervise pharmacy assistants levels 1 or 2; or
- (b) perform the duties of a dispensary assistant, that is:
 - (i) work in the dispensary performing dispensing duties under the direct supervision of a pharmacist; or
 - (ii) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties.

A.4 Pharmacy assistant level 4 is an employee who has acquired the competencies required to be the holder of a Certificate IV in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.

A pharmacy assistant level 4 may be required by the employer to supervise pharmacy assistants levels 1, 2 or 3.

A.5 Pharmacy student is an employee who is undertaking training as part of an approved program of study, as defined by the Health Practitioner Regulation National Law.

A.6 Pharmacy intern is an employee who has satisfied the examination requirements of an accredited program of study, as defined by the Health Practitioner Regulation National Law, and who is undertaking clinical training.

A.7 Pharmacist is an employee registered under the Health Practitioner Regulation National Law to practise in the pharmacy profession (other than as a student).

A.8 Experienced pharmacist is an employee who is a pharmacist with at least 4 years full-time experience (or the part-time equivalent) in a community pharmacy.

- A.9 **Pharmacist in charge** is an employee who is a pharmacist who assumes responsibility for the day to day supervision and functioning of the community pharmacy.
- A.10 **Pharmacist manager** is an employee who is a pharmacist who is responsible to the owner of the community pharmacy for all aspects of the business.

Schedule B—Summary of hourly rates of pay

See also Part 4—Wages and Allowances and Part 5—Overtime and Penalty Rates

NOTE: Employers who pay wages in accordance with this schedule satisfy their obligations under the award to pay wages for hours worked.

~~Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

The rates in Schedule B have been updated in accordance with AWR 2017-18. Changes have not been tracked.

B.1 Full-time and part-time **adult** employees

B.1.1 Full-time and part-time **adult** employees—~~ordinary and~~ Monday to Friday penalty rates

	Ordinary hours Monday to Friday			
	Ordinary hours 8.00 am to 7.00 pm	Morning— before— 7.00 am to 8.00 am	Evening— 7.00 pm to 9.00 pm	Evening— 9.00 pm to midnight
	% of minimum hourly rate			
	100%	150%	125%	150%
Pharmacy Assistant Level 1	\$20.79	\$31.19	\$25.99	\$31.19
Pharmacy Assistant Level 2	\$21.28	\$31.92	\$26.60	\$31.92
Pharmacy Assistant Level 3	\$22.04	\$33.06	\$27.55	\$33.06
Pharmacy Assistant Level 4	\$22.94	\$34.41	\$28.68	\$34.41
Pharmacy Students 1st year of course	\$20.79	\$31.19	\$25.99	\$31.19
Pharmacy Students 2nd year of course	\$21.28	\$31.92	\$26.60	\$31.92
Pharmacy Students 3rd year of course	\$22.04	\$33.06	\$27.55	\$33.06
Pharmacy Students 4th year of course	\$22.94	\$34.41	\$28.68	\$34.41
Pharmacy Intern – 1st half of training	\$23.25	\$34.88	\$29.06	\$34.88
Pharmacy Intern – 2nd half of training	\$24.04	\$36.06	\$30.05	\$36.06
Pharmacist	\$27.19	\$40.79	\$33.99	\$40.79
Experienced Pharmacist	\$29.78	\$44.67	\$37.23	\$44.67

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Pharmacist in Charge	\$30.48	\$45.72	\$38.10	\$45.72
Pharmacist Manager	\$33.97	\$50.96	\$42.46	\$50.96

B.1.2 Full-time and part-time adult employees—penalty rates for Saturday, Sunday and public holiday rates

	Saturday				<u>Sunday</u>	<u>Sunday¹</u>	<u>Public holidays²</u>
	<u>Before 8.00 am</u>	<u>Between 8.00 am and 6.00 pm</u>	<u>Between 6.00 pm and 9.00 pm</u>	<u>9.00 pm to midnight</u>	<u>Before 7.00 am and after 9.00 pm</u>	<u>Between 7.00 am and 9.00 pm</u>	<u>All day</u>
	% of minimum hourly rate						
	200%	125%	150%	175%	<u>200%</u>	<u>195180%</u>	225%
Pharmacy Assistant Level 1	\$41.58	\$25.99	\$31.19	\$36.38	\$41.58	\$37.42	\$46.78
Pharmacy Assistant Level 2	\$42.56	\$26.60	\$31.92	\$37.24	\$42.56	\$38.30	\$47.88
Pharmacy Assistant Level 3	\$44.08	\$27.55	\$33.06	\$38.57	\$44.08	\$39.67	\$49.59
Pharmacy Assistant Level 4	\$45.88	\$28.68	\$34.41	\$40.15	\$45.88	\$41.29	\$51.62
Pharmacy Students 1st year of course	\$41.58	\$25.99	\$31.19	\$36.38	\$41.58	\$37.42	\$46.78
Pharmacy Students 2nd year of course	\$42.56	\$26.60	\$31.92	\$37.24	\$42.56	\$38.30	\$47.88
Pharmacy Students 3rd year of course	\$44.08	\$27.55	\$33.06	\$38.57	\$44.08	\$39.67	\$49.59
Pharmacy Students 4th year of course	\$45.88	\$28.68	\$34.41	\$40.15	\$45.88	\$41.29	\$51.62
Pharmacy Intern - 1st half of training	\$46.50	\$29.06	\$34.88	\$40.69	\$46.50	\$41.85	\$52.31
Pharmacy Intern - 2nd half of	\$48.08	\$30.05	\$36.06	\$42.07	\$48.08	\$43.27	\$54.09

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training							
Pharmacist	\$54.38	\$33.99	\$40.79	\$47.58	\$54.38	\$48.94	\$61.18
Experienced Pharmacist	\$59.56	\$37.23	\$44.67	\$52.12	\$59.56	\$53.60	\$67.01
Pharmacist in Charge	\$60.96	\$38.10	\$45.72	\$53.34	\$60.96	\$54.86	\$68.58
Pharmacist Manager	\$67.94	\$42.46	\$50.96	\$59.45	\$67.94	\$61.15	\$76.43

¹ Sunday rate from 1 July 201~~8~~⁷ – 30 June 201~~9~~⁸

² Public holiday rate from 1 July 2017

B.1.3 Overtime rates—all adult employees

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Pharmacy Assistant Level 1	\$31.19	\$41.58	\$41.58	\$51.98
Pharmacy Assistant Level 2	\$31.92	\$42.56	\$42.56	\$53.20
Pharmacy Assistant Level 3	\$33.06	\$44.08	\$44.08	\$55.10
Pharmacy Assistant Level 4	\$34.41	\$45.88	\$45.88	\$57.35
Pharmacy Students 1st year of course	\$31.19	\$41.58	\$41.58	\$51.98
Pharmacy Students 2nd year of course	\$31.92	\$42.56	\$42.56	\$53.20
Pharmacy Students 3rd year of course	\$33.06	\$44.08	\$44.08	\$55.10
Pharmacy Students 4th year of course	\$34.41	\$45.88	\$45.88	\$57.35
Pharmacy Intern – 1st half of training	\$34.88	\$46.50	\$46.50	\$58.13
Pharmacy Intern – 2nd half of training	\$36.06	\$48.08	\$48.08	\$60.10
Pharmacist	\$40.79	\$54.38	\$54.38	\$67.98
Experienced Pharmacist	\$44.67	\$59.56	\$59.56	\$74.45
Pharmacist in Charge	\$45.72	\$60.96	\$60.96	\$76.20
Pharmacist Manager	\$50.96	\$67.94	\$67.94	\$84.93

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B.2 Casual adult employees

B.2.1 Casual adult employees—~~ordinary and~~ Monday to Friday penalty rates

	<u>Ordinary hours</u> Monday to Friday			
	Ordinary— hours 8.00 am to 7.00 pm	Morning— before— 7.00 am to 8.00 am	Evening— 7.00 pm to 9.00 pm	Evening— 9.00 pm to midnight
	% of minimum hourly rate			
	125%	175%	150%	175%
Pharmacy Assistant Level 1	\$25.99	\$36.38	\$31.19	\$36.38
Pharmacy Assistant Level 2	\$26.60	\$37.24	\$31.92	\$37.24
Pharmacy Assistant Level 3	\$27.55	\$38.57	\$33.06	\$38.57
Pharmacy Assistant Level 4	\$28.68	\$40.15	\$34.41	\$40.15
Pharmacy Students 1st year of course	\$25.99	\$36.38	\$31.19	\$36.38
Pharmacy Students 2nd year of course	\$26.60	\$37.24	\$31.92	\$37.24
Pharmacy Students 3rd year of course	\$27.55	\$38.57	\$33.06	\$38.57
Pharmacy Students 4th year of course	\$28.68	\$40.15	\$34.41	\$40.15
Pharmacy Intern – 1st half of training	\$29.06	\$40.69	\$34.88	\$40.69
Pharmacy Intern – 2nd half of training	\$30.05	\$42.07	\$36.06	\$42.07
Pharmacist	\$33.99	\$47.58	\$40.79	\$47.58
Experienced Pharmacist	\$37.23	\$52.12	\$44.67	\$52.12
Pharmacist in Charge	\$38.10	\$53.34	\$45.72	\$53.34
Pharmacist Manager	\$42.46	\$59.45	\$50.96	\$59.45

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B.2.2 Casual adult employees—penalty rates for Saturday, Sunday and public holiday rates

	Saturday				<u>Sunday</u>	Sunday ¹	Public holidays ²
	Before 8.00 am	Between 8.00 am and 6.00 pm	Between 6.00 pm and 9.00 pm	9.00 pm to midnight	<u>Before 7.00 am and after 9.00 pm</u>	<u>Between 7.00 am and 9.00 pm</u>	<u>All day</u>
% of minimum hourly rate							
	225%	150%	175%	200%	<u>225%</u>	220 <u>205</u> %	250%
Pharmacy Assistant Level 1	\$46.78	\$31.19	\$36.38	\$41.58	\$46.78	\$42.62	\$51.98
Pharmacy Assistant Level 2	\$47.88	\$31.92	\$37.24	\$42.56	\$47.88	\$43.62	\$53.20
Pharmacy Assistant Level 3	\$49.59	\$33.06	\$38.57	\$44.08	\$49.59	\$45.18	\$55.10
Pharmacy Assistant Level 4	\$51.62	\$34.41	\$40.15	\$45.88	\$51.62	\$47.03	\$57.35
Pharmacy Students 1st year of course	\$46.78	\$31.19	\$36.38	\$41.58	\$46.78	\$42.62	\$51.98
Pharmacy Students 2nd year of course	\$47.88	\$31.92	\$37.24	\$42.56	\$47.88	\$43.62	\$53.20
Pharmacy Students 3rd year of course	\$49.59	\$33.06	\$38.57	\$44.08	\$49.59	\$45.18	\$55.10
Pharmacy Students 4th year of course	\$51.62	\$34.41	\$40.15	\$45.88	\$51.62	\$47.03	\$57.35
Pharmacy Intern - 1st half of training	\$52.31	\$34.88	\$40.69	\$46.50	\$52.31	\$47.66	\$58.13
Pharmacy Intern - 2nd half of training	\$54.09	\$36.06	\$42.07	\$48.08	\$54.09	\$49.28	\$60.10
Pharmacist	\$61.18	\$40.79	\$47.58	\$54.38	\$61.18	\$55.74	\$67.98
Experienced	\$67.01	\$44.67	\$52.12	\$59.56	\$67.01	\$61.05	\$74.45

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Pharmacist							
Pharmacist in Charge	\$68.58	\$45.72	\$53.34	\$60.96	\$68.58	\$62.48	\$76.20
Pharmacist Manager	\$76.43	\$50.96	\$59.45	\$67.94	\$76.43	\$69.64	\$84.93
¹ Sunday rate from 1 July 201 87 – 30 June 201 98 ² Public holiday rate from 1 July 2017							

Schedule C—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

The following wage-related allowances are based on the [standard rate](#) defined in clause 2—Definitions as the minimum weekly rate for a pharmacy assistant level 3 in **Table 3—Minimum rates = ~~\$837.40~~~~809.10~~**.

Allowance	Clause	% of standard rate	\$ per week
Broken Hill allowance	18.8	4.28%	\$35.84 34.63

C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 18—Allowances:

Allowance	Clause	\$
Meal allowance		
Overtime which exceeds 1.5 hours' overtime	18.2(b)(i)	\$18.41 18.04 per occasion
Overtime which exceeds 4 hours	18.2(c)	\$16.49 16.16 per occasion
Special clothing allowance		
Full-time employee	18.4(b)(i)	\$6.25 per week
Part-time or casual employee	18.4(b)(ii)	\$1.25 per shift
Motor vehicle allowance	18.6	\$0.78 per km

C.2.1 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related 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.

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:

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

Schedule D—Supported Wage System

This Schedule has not been drafted in plain language, pending the outcome of [AM2013/30](#).

Plain language ~~E~~exposure draft – Pharmacy Industry Award 2017

~~Schedule E – National Training Wage~~

The National Training Wage schedule is affected by AM2014/17.

Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—2017 Part-day public holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This Schedule has not been drafted in plain language.

- G.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#). Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year’s Eve (31 December 2017) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

Plain language ~~E~~xposure draft – Pharmacy Industry Award 2017

This schedule is not intended to detract from or supplement the [NES](#).

This schedule is an interim provision and subject to further review.