

The Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft were made on 25 September 2015, 9 October 2015 and 22 July 2016. Changes since the exposure draft was published on 10 November 2016 are as follows:

| <b>Publication date</b> | <b>Reason for amendments</b>   | <b>Clauses affected</b> |
|-------------------------|--|-------------------------|
| 20 January 2017         | Deleted “, unless the contrary intention appears”  | 2                       |
| 20 January 2017         | Deleted definitions “on-hire employer” and “on-hire employee”<br><br>Inserted definition of “on-hire”  | 2                       |
| 20 January 2017         | Inserted definition of “Table 4—Junior wages (Pharmacy Assistants only)”   | 2                       |
| 20 January 2017         | Deleted the words “by retail to”<br><br>Inserted the word “to,” after the words “medicines or drugs”<br><br>Deleted the word “or” after the word prescriptions<br><br>Inserted the words “for, or” after the word prescription<br><br>Deleted the words “, unless medicines or drugs are sold by retail to the general public from the premises on which the business is conducted”<br><br>Inserted the words “and” after clauses 4.1(a) and (b) | 4.1                     |
| 20 January 2017         | Inserted the word “or” after semi-colons in paragraphs 4.4(a), (b) and (c)   | 4.4                     |
| 20 January 2017         | Inserted the word “or” after semi-colons in paragraphs 8.1(a) and (b)  | 8.1                     |
| 20 January 2017         | Deleted the words “NOTE: See section 65 of the Act for information about requests for flexible working arrangements.” at the end of clause 8.3   | 8.3                     |
| 20 January 2017         | Inserted the words “38 per week (or 76 over 2 consecutive weeks)”<br><br>Deleted the words “mentioned in clause 9—Full time employment”  | 10.1                    |
| 20 January 2017         | Deleted the word “only”  | 10.3                    |

**Exposure draft – Pharmacy Industry Award 2016**

|                 |   |                |
|-----------------|---|----------------|
| 20 January 2017 | Deleted the word “each”<br><br>Inserted the word “all”<br><br>Inserted the word “and” after semi-colons in paragraphs 10.4(a) to (d)  | 10.4           |
| 20 January 2017 | Inserted the words “and may be a temporary or permanent variation”  | 10.5           |
| 20 January 2017 | Deleted the words “each of the following: (a) the minimum period for which the employee may be rostered to work on any shift is 3 consecutive hours; (b) for each ordinary hour worked, the employee must be paid in accordance with clause 16—Minimum wages and in accordance with clause 21—Penalty rates for ordinary hours worked during periods specified in Table 5—Penalty rates; and (c)”<br><br>Inserted the word “that” after the words “must also state” | 10.6           |
| 20 January 2017 | Inserted new clause 10.7  | 10.7           |
| 20 January 2017 | Clause 10.9 split into two discrete clauses   | 10.9 and 10.10 |
| 20 January 2017 | Deleted the word “may”<br><br>Inserted word “must”  | 11.1           |
| 20 January 2017 | Inserted the word “consecutive hours”   | 11.3           |
| 20 January 2017 | Inserted the words “by the employer”  | 12.2           |
| 20 January 2017 | Inserted the words “per week” after the words “hours of work”<br><br>Deleted the words “per week” after the words “full-time employee”<br><br>Inserted the words “are 38” and “76 ordinary hours”<br><br>Deleted the words “as averaged” and “are as set out in clause 9—Full-time employment”  | 13.4           |

**Exposure draft – Pharmacy Industry Award 2016**

|                 |  |                 |
|-----------------|--|-----------------|
| 20 January 2017 | Deleted the words “up to”<br><br>Deleted the words “every 4 weeks”<br><br>Inserted words “in that 4 week cycle”  | 14.1(e)         |
| 20 January 2017 | Inserted the words “per day” into clause 15.2, Table 2 at Column 1<br><br>Inserted the proviso of the original 28.3 into clause 15.2, Table 2 at Column 2 as they relate to shifts of 7.6 hours or more only.<br><br>Deleted clauses 15.3 and 15.4 | 15.2            |
| 20 January 2017 | Deleted the word “is” after the words “under 21 years” in the note above Table 3<br><br>Inserted the word “are” in the note above Table 3  | 16.1            |
| 20 January 2017 | Deleted the words “for employees” in the title of Table 3  | 16.1            |
| 20 January 2017 | Reversed the order of columns 2 and 3 in Table 3   | 16.1            |
| 20 January 2017 | Deleted clause 16.2 junior rates list<br><br>Inserted a clause 16.2 and Table 4  | 16.2            |
| 20 January 2017 | Inserted the word “and” after semi-colons in paragraphs 16.3(a) to (c)   | 16.3            |
| 20 January 2017 | Inserted new clause 18.1   | 18              |
| 20 January 2017 | Deleted the words “each” and “applies”<br><br>Inserted the words “all” and “apply”<br><br>Inserted “and” after semi-colons in paragraphs 18.2(a)(i) to (iv)  | 18.2(a)         |
| 20 January 2017 | Deleted the words “enhanced hourly”<br><br>Inserted word “penalty”   | 18.3(b) and (c) |

**Exposure draft – Pharmacy Industry Award 2016**

|                        |   |                |
|------------------------|---|----------------|
| <p>20 January 2017</p> | <p>Deleted the words “Taxi fare” from the heading in clause 18.7</p> <p>Inserted the word “Transport” in the heading in clause 18.7</p> <p>Deleted the words “each” and “applies”</p> <p>Inserted the words “all” and “apply”</p> <p>Inserted words “starts or” in clause 18.7(a)</p> <p>Inserted “and” after semi-colons in paragraphs 18.7(a)(i) to (iii)</p> <p>Deleted the words “taxi between the place of employment and the employee’s usual place of residence” from clause 18.7(b)</p> <p>Inserted the words “reasonably” and “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”</p> | <p>18.7</p>    |
| <p>20 January 2017</p> | <p>Deleted clauses 20.1 to 20.3</p> <p><i>Application of overtime clause to be inserted</i></p>   | <p>20</p>      |
| <p>20 January 2017</p> | <p>Deleted clause 20.5</p> <p>Inserted clause 20.5 as per Full Bench determination in the common issue proceedings in matter <a href="#">AM2014/300</a></p>   | <p>20.3</p>    |
| <p>20 January 2017</p> | <p>Deleted the words “higher rates of pay (penalty rates)”</p> <p>Inserted the words “penalty rates”</p>  | <p>21.1</p>    |
| <p>20 January 2017</p> | <p>Deleted the word “an” after “must pay”</p> <p>Inserted the words “a full-time or part-time” and “, and a casual employee in accordance with column 3 of that table,”</p>   | <p>21.3(a)</p> |

**Exposure draft – Pharmacy Industry Award 2016**

|                 |  |             |
|-----------------|--|-------------|
| 20 January 2017 | Inserted the words “or 3” and “— Penalty rates”  | 21.3(b)     |
| 20 January 2017 | Deleted the words “perform any of the following duties”<br><br>Deleted the words “assist a pharmacist in the dispensing section of a community pharmacy; or”<br><br>Inserted new clause A.3(c) | A.3         |
| 20 January 2017 | Deleted the words “section 5 of”   | A.5 and A.6 |

## **EXPOSURE DRAFT**

### **Pharmacy Industry Award 2016**

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Pharmacy Industry Award 2010** (the Pharmacy Industry Award) as at 10 November 2016. This exposure draft does not seek to amend any entitlements under the Pharmacy Industry Award.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [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.

The revised exposure draft has been prepared in accordance with the Decision issued on 20 January 2017. The revised 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). The plain language versions of these clauses will be dealt with in matter [AM2016/15](#) as outlined in the [Statement](#) of 15 July 2016.

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

Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation of this award

### 1. Title and commencement

- 1.1 This is the *Pharmacy Industry Award [2016]*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 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 the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions

In this award, ~~unless the contrary intention appears:~~

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

**community pharmacy**, see clause 4.1.

**dispensary assistant**, see schedule A.3.

**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 \(Cth\)](#).

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

**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 employer** means a person who carries on a business of employing individuals for the purpose of on hiring them to an end-user employer~~

~~**on-hire employee** means an employee of an on-hire employer who is on hired to an employer covered by this award~~

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

**Shiftworker**, see clause 22.2.

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

**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 \(Cth\)](#).

**7.2—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 wages** means the Table in clause 16.1.

**16.2—Junior wages (Pharmacy Assistants only)** means the Table in clause 16.2.

**Table —Overtime rates** means the Table in clause 20.2.

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

### **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 ~~or for, or~~ selling medicines or drugs ~~by retail 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, ~~unless medicines or drugs are sold by retail to the general public from the premises on which the business is conducted.~~

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

## **6. Award flexibility for individual arrangements**

**6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**6.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**6.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;

- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**6.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the [Act](#)).

**6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.

**6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **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 |
|--------|-----------|
|--------|-----------|

| Clause | Provision                       |
|--------|---------------------------------|
| 20.3   | Time off instead of payment     |
| 25.3   | Substitution of public holidays |

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.

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.

~~NOTE: See section 65 of the Act for information about requests for flexible working arrangements.~~

### 9. Full-time employment

Substantive matter may require plain language draft subclauses to be revised/generated.

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

Part-time provisions will be considered in common issue proceedings in matter [AM2014/196](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of these matters.

- 10.1** An employee who is engaged to work for fewer ordinary hours than ~~mentioned in clause 9—Full time employment~~ **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 ~~only~~ entitled to payments in respect of annual leave, 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 ~~each~~ **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.
- 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 each of the following:~~
- ~~(a) the minimum period for which the employee may be rostered to work on any shift is 3 consecutive hours;~~
  - ~~(b) for each ordinary hour worked, the employee must be paid in accordance with clause 16—Minimum wages and in accordance with clause 21—Penalty rates for ordinary hours worked during periods specified in Table 5—Penalty rates; and~~
  - ~~(c) 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 for part time employees.~~
- 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.:**

~~(a) by the employer giving the employee 7 days, or in an emergency 48 hours, written notice of the change; or~~

~~(b) at any time by the employer and employee by mutual agreement.~~

**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 ~~that are not reasonably predictable.~~ ~~The additional hours may be worked~~ **on that day** on the terms applicable to a casual employee.

**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 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.

**EXAMPLE:** After finishing her rostered hours for a day, Alice is asked by her boss Catherine 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.

**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.

## **11. Casual employment**

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

A casual conversion clause will be considered in common issue proceedings in matter [AM2014/197](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of that matter.

**11.2** ~~A casual employee does not have an entitlement to reasonably predictable hours of work.~~

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

**11.4** 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 wages.

NOTE: Column 2 of Table 3—Minimum wages shows the minimum hourly wage 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 wages (Pharmacy Assistants only).

**11.5** 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 —Penalty rates.

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.

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

## **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 ~~per week are 38~~ (or **76 ordinary hours** ~~as averaged over 2 consecutive weeks~~) ~~are as set out in clause 9—Full-time employment.~~

Ordinary hours of work (and overtime) for part-time and casual employment will be considered in common issue proceedings in matters [AM2014/196](#) and [AM2014/197](#). Plain language draft subclauses can be revised/generated following a Full Bench determination of these matters.

- 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 ~~up to 3~~ Sundays in a 4 week cycle must be rostered to have 3 consecutive days off ~~every 4 weeks~~ **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.

## 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)**

| <b>Column 1</b>                | <b>Column 2</b>  |
|--------------------------------|--|
| <b>Hours worked per day</b>    | <b>Breaks</b>  |
| 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<br>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)<br>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) |

**15.3** ~~An unpaid meal break must be taken within the first 5 hours of work, but not before the first 2.5 hours.~~

**15.4** ~~A paid rest break cannot be taken:~~

- ~~(a) in the first hour of work; or~~
- ~~(b) in the first hour of resuming work after an unpaid meal break.~~

## Part 4—Wages and Allowances

### 16. Minimum wages

Substantive matter may require Table 3—Minimum wages to be revised.

**16.1** An employer must pay an employee the minimum hourly wage specified in column 3 2 (or for a full-time employee the minimum weekly wage specified in column 2 3) in

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accordance with the employee classification specified in column 1 of Table 3—Minimum wages.

NOTE 1: Provisions for calculating wages for an employee who is classified as a pharmacy assistant and aged under 21 years ~~are~~ **is** at clause 16.2—Junior wages (Pharmacy Assistants only).

**Table 3—Minimum wages for employees**

| <b>Column 1</b>                  | <b>Column 2</b>            | <b>Column 3 2</b>          | <b>Column 3</b>            |
|----------------------------------|----------------------------|----------------------------|----------------------------|
| <b>Employee classification</b>   | <b>Minimum weekly wage</b> | <b>Minimum hourly wage</b> | <b>Minimum weekly wage</b> |
| <b>Pharmacy assistant</b>        |                            |                            |                            |
| Level 1                          | \$738.80                   | \$19.44                    | \$738.80                   |
| Level 2                          | \$756.40                   | \$19.91                    | \$756.40                   |
| Level 3                          | \$783.30                   | \$20.61                    | \$783.30                   |
| Level 4                          | \$815.40                   | \$21.46                    | \$815.40                   |
| <b>Pharmacy student</b>          |                            |                            |                            |
| 1 <sup>st</sup> year of course   | \$738.80                   | \$19.44                    | \$738.80                   |
| 2 <sup>nd</sup> year of course   | \$756.40                   | \$19.91                    | \$756.40                   |
| 3 <sup>rd</sup> year of course   | \$783.30                   | \$20.61                    | \$783.30                   |
| 4 <sup>th</sup> year of course   | \$815.40                   | \$21.46                    | \$815.40                   |
| <b>Pharmacy intern</b>           |                            |                            |                            |
| 1 <sup>st</sup> half of training | \$826.20                   | \$21.74                    | \$826.20                   |
| 2 <sup>nd</sup> half of training | \$854.40                   | \$22.48                    | \$854.40                   |
| <b>Pharmacist</b>                | \$966.60                   | \$25.44                    | \$966.60                   |
| <b>Experienced pharmacist</b>    | \$1,058.60                 | \$27.86                    | \$1,058.60                 |
| <b>Pharmacist in charge</b>      | \$1,083.40                 | \$28.51                    | \$1,083.40                 |
| <b>Pharmacist manager</b>        | \$1,207.40                 | \$31.77                    | \$1,207.40                 |

NOTE 2: Provisions for calculating wages for casual employees are at clause 11.4 (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 wages, overtime and penalty rates.

**16.2 Junior wages (Pharmacy Assistants only)**

Substantive matter may require plain language draft provisions to be revised.

An employer must pay an employee, who is classified as a pharmacy assistant and aged as specified in column 1 of Table 4—Junior wages (Pharmacy Assistants only), at least at the percentage specified in column 2 of the minimum wage that would otherwise be applicable under Table 3—Minimum wages:

**Table 4—Junior wages (Pharmacy Assistants only)**

| <b>Column 1<br/>Age</b> | <b>Column 2<br/>% of minimum wage</b> |
|-------------------------|---------------------------------------|
| Under 16 years of age   | 45                                    |
| 16 years of age         | 50                                    |
| 17 years of age         | 60                                    |
| 18 years of age         | 70                                    |
| 19 years of age         | 80                                    |
| 20 years of age         | 90                                    |

~~An employer must pay an employee, who is classified as a pharmacy assistant and aged under 21 years, at least at the following percentage of the minimum rate that would otherwise be applicable under Table 3—Minimum wages:~~

- ~~(a) 45% for an under 16 year old;~~
- ~~(b) 50% for a 16 year old;~~
- ~~(c) 60% for a 17 year old;~~
- ~~(d) 70% for an 18 year old;~~
- ~~(e) 80% for a 19 year old;~~
- ~~(f) 90% for a 20 year old.~~

**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 wages:

- (a) a year of a course begins on the first day of the relevant academic term;
- (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;
- (c) progress through the pharmacy student classification wages is in line with progress through a course;
- (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 wage 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.
- (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks written notice.

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

**16.7** For employees undertaking a traineeship, see Schedule E—National Training Wage.

### **17. Annualised salary (Pharmacists only)**

The annualised salary clause may be affected by the Full Bench common issue proceedings in matter [AM2016/13](#).

**17.1** A pharmacist 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;
- (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 may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under clause 17.1.

**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.

**17.4** The employer must keep a copy of any agreement under clause 17.1 and give another copy to the pharmacist.

**17.5** The employer must keep a record of hours worked each day by a pharmacist who has entered into an agreement under clause 17.1 showing the times at which the pharmacist started and finished work that day.

**17.6** A record mentioned in clause 17.1 must be:

- (a) countersigned 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 ~~each~~ **all** of the following ~~applies~~ **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 **\$17.46**; or
- (ii) supply the employee with an adequate meal.

- (c) If the number of hours worked under a requirement mentioned in clause 18.2(a)(ii) exceeds 4, the employer must pay the employee a further meal allowance of **\$15.64**.

### 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 ~~enhanced hourly~~ **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 ~~enhanced hourly~~ **penalty** rate means **150%** of the minimum hourly wage of the pharmacist. See column 2 of Table 3—Minimum wages.

### 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

The term ‘township’ in clause 18.5(a) requires a definition or replacement with a more precise expression to clarify the effect of the provision.

- (a) Clause 18.5 applies if an employer transfers an employee from one township to another.
- (b) The employer is responsible for, and must pay, the total cost of moving the employee and the employee’s family, 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 ~~Taxi fare~~ **Transport** reimbursement

- (a) Clause 18.7 applies to an employee to whom ~~each~~ **all** of the following ~~applies~~ **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**
  - (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 **taxi 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** ~~between the place of employment and the employee's usual place of residence.~~

## **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.
- (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 clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(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 will be considered by a separate Full Bench in casual employment common issue proceedings in matter AM2014/197.

## 20.1 Application of overtime

Application of overtime will be dealt with separately and a Statement will be issued shortly.

### ~~20.1 — Application of overtime for full-time employees~~

~~An employer must pay a full-time employee at the overtime rate for any hours worked at the direction of the employer:~~

- ~~(a) in excess of the number of hours specified in clause 9 — Full time employment or clause 13.3 (maximum daily hours);-~~
- ~~(b) between midnight and 7.00 am.~~

### ~~20.2 — Application of overtime for part-time employees~~

~~An employer must pay a part-time employee at the overtime rate for any hours worked at the direction of the employer:~~

- ~~(a) in excess of the number of hours that the employee has agreed to work under clause 10.4 and 10.12;~~
- ~~(b) between midnight and 7.00 am.~~

~~NOTE: A part-time employee can agree to work additional ordinary hours under clause 10.12 on the terms applicable to hours worked by a casual employee up to the maximum hours set out in clause 13.3 (maximum daily hours) and clause 9 — Full time employment.~~

### ~~20.3 — Application of overtime for casual employees~~

- ~~(a) An employer must pay a casual employee at the overtime rate for any hours worked at the direction of the employer:
  - ~~(i) in excess of the number of hours specified in clause 13.3 (maximum daily hours); or~~
  - ~~(ii) between midnight and 7.00 am.~~~~
- ~~(b) The casual loading prescribed in clause 11 — Casual employment is not payable on overtime worked by a casual employee.~~

## 20.2 Payment of overtime

- (a) An employer must pay an employee for all overtime worked as prescribed in clause 20.1 to 20.3 the overtime rate specified in column 2 of Table 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 must be applied to the applicable minimum wage for the employee classification in accordance with clause 16—Minimum wages.

**Table 5—Overtime rates**

| <b>Column 1</b>                  | <b>Column 2</b>      |
|----------------------------------|----------------------|
| <b>For overtime worked on</b>    | <b>Overtime rate</b> |
| 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 overtime rate hourly wage for all employee classifications according to when overtime is worked.

**20.3 Time off instead of payment for overtime**

- ~~(a) With the consent of the employer, an employee may choose to take time off instead of being paid for overtime.~~
- ~~(b) The period of time off to which an employee is entitled for each hour of overtime worked is the relevant percentage of that hour specified in column 2 of Table 4 Overtime rates (depending on when the hour was worked as specified in column 1).~~

~~EXAMPLE: An employee who worked 2 hours of overtime on a Tuesday that was not a public holiday is entitled to time off of 3 hours  $((2 \times 150) \div 100)$ .~~

- ~~(c) Time off must be taken:
 
  - ~~(i) within the period of 4 weeks after the overtime is worked; and~~
  - ~~(ii) at a time within that period agreed by the employer and employee.~~~~
- ~~(d) Despite paragraph (c), the employer and employee may agree that time off may be accumulated and included in a period during which an employee takes paid annual leave.~~
- (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 20.3 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 20.3 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.
- (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 20.3 will apply for 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 20.3 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 20.3.

## 21. Penalty rates

- 21.1 Clause 21 sets out ~~higher rates of pay (penalty rates)~~ **penalty rates** for ordinary hours worked at specified times or on specified.

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 ~~an a full-time or part-time employee in accordance with column 2 of Table —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.;~~ **and**
- (b) The penalty rate specified in column 2 **or 3** of **Table —Penalty rates** must be applied to the applicable minimum wage for the employee classification in accordance with clause 16—Minimum wages.

NOTE 1: Table 3—Minimum wages shows the minimum hourly wage applicable under clause 16—Minimum wages. If an employee is classified as a pharmacy assistant and aged under 21, see also clause 16.2—Junior wages (Pharmacy Assistants only).

**Table 6—Penalty rates**

| <b>Column 1</b><br><b>For hours worked on</b> | <b>Column 2</b><br><b>Full-time and part-time penalty rate</b> | <b>Column 3</b><br><b>Casual penalty rate (inclusive of casual loading)</b> |
|---|--|---|
| <b>Monday to Friday</b>                       |  |   |
| 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%  |
| <b>Saturday</b>                               |  |   |
| 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%  |
| <b>Sunday—all day</b>                         | 200%   | 225%  |
| <b>Public holidays—all day</b>                | 250%   | 275%  |

NOTE 2: Schedule B—Summary of Hourly Rates of Pay sets out the penalty rate hourly wage for all employee classifications.

## **Part 6—Leave and Public Holidays**

### **22. Annual leave**

The annual leave clause will be affected by common issue proceedings in matter [AM2014/47](#).

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 be entitled to receive the higher rate while on a period of paid annual leave (see ss.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 wage prescribed in clause 16—Minimum wages 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—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

**22.4 Paid leave in advance of accrued entitlement**

This subclause will be affected by the annual leave common issue (see [draft determination](#)).

(a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued.

(b) Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

**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 s.107(3) of the [Act](#), an employee is entitled to one day's absence per year for leave of the kind in s.97(a) of the [Act](#) (unfit for work because of personal illness or injury) without being required to provide a statutory declaration as to the reasons for the absence.
- (b) Where any absence exceeds three 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:
  - (i) is sick and requires care and support; or
  - (ii) requires care due to 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 this clause.
- (d) Casual employees are not entitled to paid leave under clause 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.

## **26. Community service leave**

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

## Part 7—Consultation and Dispute Resolution

### 27. Consultation about major workplace change

#### 27.1 Employers to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) **Employers to discuss change**
  - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 27.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
  - (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 27.1.
  - (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

### 28. Consultation about changes to rosters or hours of work

28.1 Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

28.2 The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the

nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

**28.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

**28.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **29. Dispute resolution**

**29.1** In the event of a dispute about a matter under this award, or a dispute in relation to the [NES](#), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**29.2** If a dispute about a matter arising under this award or a dispute in relation to the [NES](#) is unable to be resolved at the workplace, and all appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**29.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

**29.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**29.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**29.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the [Act](#). Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## Part 8—Termination of employment and Redundancy

### 30. Termination of employment

30.1 Notice of termination is provided for in the [NES](#).

#### 30.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**Table 6—Period of notice**

| Years of service                            | Period of notice |
|---|------------------|
| Not more than 1 year                        | 1 week           |
| More than 1 year but not more than 3 years  | 2 weeks          |
| More than 3 years but not more than 5 years | 3 weeks          |
| More than 5 years                           | 4 weeks          |

If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the [NES](#), an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

### 31. Redundancy

Redundancy pay is provided for in the [NES](#).

### 32. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 33. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**34. Job search entitlement**

**34.1 Job search entitlement for notice of termination of employment**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

**34.2 Job search entitlement—Redundancy**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 34.1.

## 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** 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 level 3 may be required by the employer to ~~perform any of the following duties:~~

- (a) supervise pharmacy assistants levels 1 or 2; or
- ~~(b) assist a pharmacist in the dispensing section of a community pharmacy; or~~
- (b) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties; **or**
- (c) **perform the duties of a dispensary assistant, that is, assist a pharmacist in:**
  - (i) **ordering, unpacking and repacking stock; or**
  - (ii) **preparing dispensing labels; or**
  - (iii) **attaching labels (whether of a dispensing, cautionary or advisory nature) to stock; or**
  - (iv) **gathering non-clinical information; or**
  - (v) **collating prescriptions; or**
  - (vi) **delivering professional services such as the preparation of dose administration aids, collating staged supply medicines or performing other administrative tasks.**

- 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 ~~section 5~~ of 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 ~~section 5~~ of 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

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

### B.1 Full-time and part-time employees

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

|   | Ordinary hours                  | Monday to Friday       |                            |                             |
|---|---------------------------------|------------------------|----------------------------|-----------------------------|
|   |                                 | Morning—before 8.00 am | Evening—7.00 pm to 9.00 pm | Evening—9.00 pm to midnight |
|   | <b>% of minimum hourly rate</b> |                        |                            |                             |
|   | <b>100%</b>                     | <b>150%</b>            | <b>125%</b>                | <b>150%</b>                 |
| Pharmacy Assistant Level 1                | \$19.44                         | \$29.16                | \$24.30                    | \$29.16                     |
| Pharmacy Assistant Level 2                | \$19.91                         | \$29.87                | \$24.89                    | \$29.87                     |
| Pharmacy Assistant Level 3                | \$20.61                         | \$30.92                | \$25.76                    | \$30.92                     |
| Pharmacy Assistant Level 4                | \$21.46                         | \$32.19                | \$26.83                    | \$32.19                     |
| Pharmacy Students 1st year of course      | \$19.44                         | \$29.16                | \$24.30                    | \$29.16                     |
| Pharmacy Students 2nd year of course      | \$19.91                         | \$29.87                | \$24.89                    | \$29.87                     |
| Pharmacy Students 3rd year of course      | \$20.61                         | \$30.92                | \$25.76                    | \$30.92                     |
| Pharmacy Students 4th year of course      | \$21.46                         | \$32.19                | \$26.83                    | \$32.19                     |
| Pharmacy Intern - First half of training  | \$21.74                         | \$32.61                | \$27.18                    | \$32.61                     |
| Pharmacy Intern - Second half of training | \$22.48                         | \$33.72                | \$28.10                    | \$33.72                     |
| Pharmacist                                | \$25.44                         | \$38.16                | \$31.80                    | \$38.16                     |
| Experienced Pharmacist                    | \$27.86                         | \$41.79                | \$34.83                    | \$41.79                     |
| Pharmacist in Charge                      | \$28.51                         | \$42.77                | \$35.64                    | \$42.77                     |
| Pharmacist Manager                        | \$31.77                         | \$47.66                | \$39.71                    | \$47.66                     |

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

|   | Saturday                        |                             |                             |                     | Sunday      | Public holiday |
|---|---------------------------------|-----------------------------|-----------------------------|---------------------|-------------|----------------|
|   | 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 |             |                |
|   | <b>% of minimum hourly rate</b> |                             |                             |                     |             |                |
|   | <b>200%</b>                     | <b>125%</b>                 | <b>150%</b>                 | <b>175%</b>         | <b>200%</b> | <b>250%</b>    |
| Pharmacy Assistant Level 1                | \$38.88                         | \$24.30                     | \$29.16                     | \$34.02             | \$38.88     | \$48.60        |
| Pharmacy Assistant Level 2                | \$39.82                         | \$24.89                     | \$29.87                     | \$34.84             | \$39.82     | \$49.78        |
| Pharmacy Assistant Level 3                | \$41.22                         | \$25.76                     | \$30.92                     | \$36.07             | \$41.22     | \$51.53        |
| Pharmacy Assistant Level 4                | \$42.92                         | \$26.83                     | \$32.19                     | \$37.56             | \$42.92     | \$53.65        |
| Pharmacy Students 1st year of course      | \$38.88                         | \$24.30                     | \$29.16                     | \$34.02             | \$38.88     | \$48.60        |
| Pharmacy Students 2nd year of course      | \$39.82                         | \$24.89                     | \$29.87                     | \$34.84             | \$39.82     | \$49.78        |
| Pharmacy Students 3rd year of course      | \$41.22                         | \$25.76                     | \$30.92                     | \$36.07             | \$41.22     | \$51.53        |
| Pharmacy Students 4th year of course      | \$42.92                         | \$26.83                     | \$32.19                     | \$37.56             | \$42.92     | \$53.65        |
| Pharmacy Intern - First half of training  | \$43.48                         | \$27.18                     | \$32.61                     | \$38.05             | \$43.48     | \$54.35        |
| Pharmacy Intern - Second half of training | \$44.96                         | \$28.10                     | \$33.72                     | \$39.34             | \$44.96     | \$56.20        |
| Pharmacist                                | \$50.88                         | \$31.80                     | \$38.16                     | \$44.52             | \$50.88     | \$63.60        |
| Experienced Pharmacist                    | \$55.72                         | \$34.83                     | \$41.79                     | \$48.76             | \$55.72     | \$69.65        |
| Pharmacist in Charge                      | \$57.02                         | \$35.64                     | \$42.77                     | \$49.89             | \$57.02     | \$71.28        |
| Pharmacist Manager                        | \$63.54                         | \$39.71                     | \$47.66                     | \$55.60             | \$63.54     | 79.43          |

**B.1.3 Overtime rates—all employees**

|  | Monday to Saturday              |               | Sunday      | Public holiday |
|--|---------------------------------|---------------|-------------|----------------|
|  | First 2 hours                   | After 2 hours |             |                |
|  | <b>% of minimum hourly rate</b> |               |             |                |
|  | <b>150%</b>                     | <b>200%</b>   | <b>200%</b> | <b>250%</b>    |

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|   |         |         |         |         |
|---|---------|---------|---------|---------|
| Pharmacy Assistant Level 1                | \$29.16 | \$38.88 | \$38.88 | \$48.60 |
| Pharmacy Assistant Level 2                | \$29.87 | \$39.82 | \$39.82 | \$49.78 |
| Pharmacy Assistant Level 3                | \$30.92 | \$41.22 | \$41.22 | \$51.53 |
| Pharmacy Assistant Level 4                | \$32.19 | \$42.92 | \$42.92 | \$53.65 |
| Pharmacy Students 1st year of course      | \$29.16 | \$38.88 | \$38.88 | \$48.60 |
| Pharmacy Students 2nd year of course      | \$29.87 | \$39.82 | \$39.82 | \$49.78 |
| Pharmacy Students 3rd year of course      | \$30.92 | \$41.22 | \$41.22 | \$51.53 |
| Pharmacy Students 4th year of course      | \$32.19 | \$42.92 | \$42.92 | \$53.65 |
| Pharmacy Intern - First half of training  | \$32.61 | \$43.48 | \$43.48 | \$54.35 |
| Pharmacy Intern - Second half of training | \$33.72 | \$44.96 | \$44.96 | \$56.20 |
| Pharmacist                                | \$38.16 | \$50.88 | \$50.88 | \$63.60 |
| Experienced Pharmacist                    | \$41.79 | \$55.72 | \$55.72 | \$69.65 |
| Pharmacist in Charge                      | \$42.77 | \$57.02 | \$57.02 | \$71.28 |
| Pharmacist Manager                        | \$47.66 | \$63.54 | \$63.54 | \$79.43 |

## B.2 Casual employees

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

|   | Ordinary hours           | Monday to Friday       |                            |                             |
|---|--------------------------|------------------------|----------------------------|-----------------------------|
|   |                          | Morning—before 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                | \$24.30                  | \$34.02                | \$29.16                    | \$34.02                     |
| Pharmacy Assistant Level 2                | \$24.89                  | \$34.84                | \$29.87                    | \$34.84                     |
| Pharmacy Assistant Level 3                | \$25.76                  | \$36.07                | \$30.92                    | \$36.07                     |
| Pharmacy Assistant Level 4                | \$26.83                  | \$37.56                | \$32.19                    | \$37.56                     |
| Pharmacy Students 1st year of course      | \$24.30                  | \$34.02                | \$29.16                    | \$34.02                     |
| Pharmacy Students 2nd year of course      | \$24.89                  | \$34.84                | \$29.87                    | \$34.84                     |
| Pharmacy Students 3rd year of course      | \$25.76                  | \$36.07                | \$30.92                    | \$36.07                     |
| Pharmacy Students 4th year of course      | \$26.83                  | \$37.56                | \$32.19                    | \$37.56                     |
| Pharmacy Intern - First half of training  | \$27.18                  | \$38.05                | \$32.61                    | \$38.05                     |
| Pharmacy Intern - Second half of training | \$28.10                  | \$39.34                | \$33.72                    | \$39.34                     |
| Pharmacist                                | \$31.80                  | \$44.52                | \$38.16                    | \$44.52                     |
| Experienced Pharmacist                    | \$34.83                  | \$48.76                | \$41.79                    | \$48.76                     |
| Pharmacist in Charge                      | \$35.64                  | \$49.89                | \$42.77                    | \$49.89                     |
| Pharmacist Manager                        | \$39.71                  | \$55.60                | \$47.66                    | \$55.60                     |

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

|   | Saturday                        |                             |                             |                     | Sunday      | Public holiday |
|---|---------------------------------|-----------------------------|-----------------------------|---------------------|-------------|----------------|
|   | 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 |             |                |
|   | <b>% of minimum hourly rate</b> |                             |                             |                     |             |                |
|   | <b>225%</b>                     | <b>150%</b>                 | <b>175%</b>                 | <b>200%</b>         | <b>225%</b> | <b>275%</b>    |
| Pharmacy Assistant Level 1                | \$43.74                         | \$29.16                     | \$34.02                     | \$38.88             | \$43.74     | \$53.46        |
| Pharmacy Assistant Level 2                | \$44.80                         | \$29.87                     | \$34.84                     | \$39.82             | \$44.80     | \$54.75        |
| Pharmacy Assistant Level 3                | \$46.37                         | \$30.92                     | \$36.07                     | \$41.22             | \$46.37     | \$56.68        |
| Pharmacy Assistant Level 4                | \$48.29                         | \$32.19                     | \$37.56                     | \$42.92             | \$48.29     | \$59.02        |
| Pharmacy Students 1st year of course      | \$43.74                         | \$29.16                     | \$34.02                     | \$38.88             | \$43.74     | \$53.46        |
| Pharmacy Students 2nd year of course      | \$44.80                         | \$29.87                     | \$34.84                     | \$39.82             | \$44.80     | \$54.75        |
| Pharmacy Students 3rd year of course      | \$46.37                         | \$30.92                     | \$36.07                     | \$41.22             | \$46.37     | \$56.68        |
| Pharmacy Students 4th year of course      | \$48.29                         | \$32.19                     | \$37.56                     | \$42.92             | \$48.29     | \$59.02        |
| Pharmacy Intern - First half of training  | \$48.92                         | \$32.61                     | \$38.05                     | \$43.48             | \$48.92     | \$59.79        |
| Pharmacy Intern - Second half of training | \$50.58                         | \$33.72                     | \$39.34                     | \$44.96             | \$50.58     | \$61.82        |
| Pharmacist                                | \$57.24                         | \$38.16                     | \$44.52                     | \$50.88             | \$57.24     | \$69.96        |
| Experienced Pharmacist                    | \$62.69                         | \$41.79                     | \$48.76                     | \$55.72             | \$62.69     | \$76.62        |
| Pharmacist in Charge                      | \$64.15                         | \$42.77                     | \$49.89                     | \$57.02             | \$64.15     | \$78.40        |
| Pharmacist Manager                        | \$71.48                         | \$47.66                     | \$55.60                     | \$63.54             | \$71.48     | \$87.37        |

## Schedule C—Summary of Monetary Allowances

See clause 17 for full details of allowances payable under this award.

### C.1 Expense related allowances

C.1 amended in accordance with para [1] [PR579516](#)

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)  | <del>17.46</del> 17.85 per occasion |
| Overtime which exceeds 4 hours               | 18.2(c)     | <del>15.64</del> 15.99 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                      |
| <del>Transport</del> Motor vehicle allowance | 18.6        | 0.78 per km                         |

#### C.1.1 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

The Supported Wage System schedule may be subject to plain language re-drafting as outlined in the [Statement](#) of 15 July 2016. All interested parties will be given the opportunity to comment on changes proposed.

**D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**D.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **D.3 Eligibility criteria**

**D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### **D.4 Supported wage rates**

**D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| <b>Assessed capacity (clause D.5)</b> | <b>Relevant minimum wage</b> |
|---------------------------------------|------------------------------|
| <b>%</b>                              | <b>%</b>                     |
| 10                                    | 10                           |
| 20                                    | 20                           |
| 30                                    | 30                           |
| 40                                    | 40                           |
| 50                                    | 50                           |
| 60                                    | 60                           |
| 70                                    | 70                           |
| 80                                    | 80                           |
| 90                                    | 90                           |

D.4.2 amended in accordance with para [1] [PR581528](#)

**D.4.2** Provided that the minimum amount payable must be not less than \$82 per week.

**D.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

## **D.5 Assessment of capacity**

**D.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**D.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

## **D.6 Lodgement of SWS wage assessment agreement**

**D.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **D.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **D.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **D.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **D.10 Trial period**

**D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**D.10.3** amended according to para [1] [PR581528](#)

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

**D.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

## Schedule E—National Training Wage

Amendments to the National Training Wage schedule may be made as outlined in the [Statement](#) of 6 July 2016. The National training wage may be subject to plain language re-drafting. All interested parties will be given the opportunity to comment on changes proposed.

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: Training and Tertiary Education Act 2003;

New South Wales: Apprenticeship and Traineeship Act 2001;

Northern Territory: Northern Territory Employment and Training Act 1991;

Queensland: Vocational Education, Training and Employment Act 2000;

South Australia: Training and Skills Development Act 2008;

Tasmania: Vocational Education and Training Act 1994;

Victoria: Education and Training Reform Act 2006; or

Western Australia: Vocational Education and Training Act 1996

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **E.3 Coverage**

**E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

**E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

**E.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## **E.5 Minimum Wages**

### **E.5.1 Minimum wages for full-time traineeships**

#### **(a) Wage Level A**

Subject to clause E.5.1 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

|                                    | <b>Highest year of schooling completed</b> |                 |                 |
|------------------------------------|--|-----------------|-----------------|
|                                    | <b>Year 10</b>                             | <b>Year 11</b>  | <b>Year 12</b>  |
|                                    | <b>per week</b>                            | <b>per week</b> | <b>per week</b> |
|                                    | <b>\$</b>                                  | <b>\$</b>       | <b>\$</b>       |
| School leaver                      | 295.10                                     | 325.00          | 387.20          |
| Plus 1 year out of school          | 325.00                                     | 387.20          | 450.60          |
| Plus 2 years out of school         | 387.20                                     | 450.60          | 524.40          |
| Plus 3 years out of school         | 450.60                                     | 524.40          | 600.40          |
| Plus 4 years out of school         | 524.40                                     | 600.40          |                 |
| Plus 5 or more years out of school | 600.40                                     |                 |                 |

#### **(b) Wage Level B**

Subject to clause E.5.1 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

|                                    | <b>Highest year of schooling completed</b> |                 |                 |
|------------------------------------|--|-----------------|-----------------|
|                                    | <b>Year 10</b>                             | <b>Year 11</b>  | <b>Year 12</b>  |
|                                    | <b>per week</b>                            | <b>Per week</b> | <b>per week</b> |
|                                    | <b>\$</b>                                  | <b>\$</b>       | <b>\$</b>       |
| School leaver                      | 295.10                                     | 325.00          | 376.80          |
| Plus 1 year out of school          | 325.00                                     | 376.80          | 433.40          |
| Plus 2 years out of school         | 376.80                                     | 433.40          | 508.20          |
| Plus 3 years out of school         | 433.40                                     | 508.20          | 579.70          |
| Plus 4 years out of school         | 508.20                                     | 579.70          |                 |
| Plus 5 or more years out of school | 579.70                                     |                 |                 |

**(c) Wage Level C**

Subject to clause E.5.1 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

|                                    | Highest year of schooling completed |          |          |
|------------------------------------|-------------------------------------|----------|----------|
|                                    | Year 10                             | Year 11  | Year 12  |
|                                    | per week                            | per week | per week |
|                                    | \$                                  | \$       | \$       |
| School leaver                      | 295.10                              | 325.00   | 376.80   |
| Plus 1 year out of school          | 325.00                              | 376.80   | 424.10   |
| Plus 2 years out of school         | 376.80                              | 424.10   | 473.80   |
| Plus 3 years out of school         | 424.10                              | 473.80   | 527.90   |
| Plus 4 years out of school         | 473.80                              | 527.90   |          |
| Plus 5 or more years out of school | 527.90                              |          |          |

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause E.5.1 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.5.1 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level   | First year of traineeship | Second and subsequent years of traineeship |
|--------------|---------------------------|--|
|              | per week                  | per week                                   |
|              | \$                        | \$   |
| Wage Level A | 623.50                    | 647.70                                     |
| Wage Level B | 601.60                    | 624.70                                     |
| Wage Level C | 547.50                    | 568.20                                     |

**E.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

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|                                    | <b>Highest year of schooling completed</b> |                 |                 |
|------------------------------------|--|-----------------|-----------------|
|                                    | <b>Year 10</b>                             | <b>Year 11</b>  | <b>Year 12</b>  |
|                                    | <b>per hour</b>                            | <b>per hour</b> | <b>per hour</b> |
|                                    | <b>\$</b>                                  | <b>\$</b>       | <b>\$</b>       |
| School leaver                      | 9.71                                       | 10.70           | 12.74           |
| Plus 1 year out of school          | 10.70                                      | 12.74           | 14.83           |
| Plus 2 years out of school         | 12.74                                      | 14.83           | 17.25           |
| Plus 3 years out of school         | 14.83                                      | 17.25           | 19.74           |
| Plus 4 years out of school         | 17.25                                      | 19.74           |                 |
| Plus 5 or more years out of school | 19.74                                      |                 |                 |

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

|                                    | <b>Highest year of schooling completed</b> |                 |                 |
|------------------------------------|--|-----------------|-----------------|
|                                    | <b>Year 10</b>                             | <b>Year 11</b>  | <b>Year 12</b>  |
|                                    | <b>per hour</b>                            | <b>per hour</b> | <b>per hour</b> |
|                                    | <b>\$</b>                                  | <b>\$</b>       | <b>\$</b>       |
| School leaver                      | 9.71                                       | 10.70           | 12.40           |
| Plus 1 year out of school          | 10.70                                      | 12.40           | 14.26           |
| Plus 2 years out of school         | 12.40                                      | 14.26           | 16.73           |
| Plus 3 years out of school         | 14.26                                      | 16.73           | 19.08           |
| Plus 4 years out of school         | 16.73                                      | 19.08           |                 |
| Plus 5 or more years out of school | 19.08                                      |                 |                 |

**(c) Wage Level C**

Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

|                                    | <b>Highest year of schooling completed</b> |                 |                 |
|------------------------------------|--|-----------------|-----------------|
|                                    | <b>Year 10</b>                             | <b>Year 11</b>  | <b>Year 12</b>  |
|                                    | <b>per hour</b>                            | <b>per hour</b> | <b>per hour</b> |
|                                    | <b>\$</b>                                  | <b>\$</b>       | <b>\$</b>       |
| School leaver                      | 9.71                                       | 10.70           | 12.40           |
| Plus 1 year out of school          | 10.70                                      | 12.40           | 13.95           |
| Plus 2 years out of school         | 12.40                                      | 13.95           | 15.58           |
| Plus 3 years out of school         | 13.95                                      | 15.58           | 17.36           |
| Plus 4 years out of school         | 15.58                                      | 17.36           |                 |
| Plus 5 or more years out of school | 17.36                                      |                 |                 |

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

| <b>Year of schooling</b> |                 |
|--------------------------|-----------------|
| <b>Year 11 or lower</b>  | <b>Year 12</b>  |
| <b>per hour</b>          | <b>per hour</b> |
| <b>\$</b>                | <b>\$</b>       |
| 9.71                     | 10.70           |

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.1 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| <b>Wage level</b> | <b>First year of traineeship</b> | <b>Second and subsequent years of traineeship</b> |
|-------------------|----------------------------------|---|
|                   | <b>per hour</b>                  | <b>per hour</b>                                   |
|                   | <b>\$</b>                        | <b>\$</b>   |
| Wage Level A      | 20.51                            | 21.31   |
| Wage Level B      | 19.77                            | 20.54   |
| Wage Level C      | 18.01                            | 18.70   |

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant

minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### E.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## E.6 Employment conditions

**E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

**E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## E.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### E.7.1 Wage Level A

| Training package | AQF certificate level |
|------------------|-----------------------|
|------------------|-----------------------|

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| <b>Training package</b>  | <b>AQF certificate level</b>                  |
|--|---|
| Aeroskills   | II  |
| Aviation   | I, II, III                                    |
| Beauty   | III   |
| Business Services  | I, II, III                                    |
| Chemical, Hydrocarbons and Refining                                    | I, II, III                                    |
| Civil Construction   | III   |
| Coal Training Package  | II, III                                       |
| Community Services   | II, III                                       |
| Construction, Plumbing and Services Integrated Framework               | I, II, III                                    |
| Correctional Services  | II, III                                       |
| Drilling   | II, III                                       |
| Electricity Supply Industry—Generation Sector                          | II, III<br>(III in Western Australia only)    |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II  |
| Electrotechnology  | I, II, III<br>(III in Western Australia only) |
| Financial Services   | I, II, III                                    |
| Floristry  | III   |
| Food Processing Industry   | III   |
| Gas Industry   | III   |
| Information and Communications Technology                              | I, II, III                                    |
| Laboratory Operations  | II, III                                       |
| Local Government (other than Operational Works Cert I and II)          | I, II, III                                    |
| Manufactured Mineral Products  | III   |
| Manufacturing  | I, II, III                                    |
| Maritime   | I, II, III                                    |
| Metal and Engineering (Technical)                                      | II, III                                       |
| Metalliferous Mining   | II, III                                       |
| Museum, Library and Library/Information Services                       | II, III                                       |
| Plastics, Rubber and Cablemaking                                       | III   |
| Public Safety  | III   |

| <b>Training package</b>                                      | <b>AQF certificate level</b> |
|--|------------------------------|
| Public Sector  | II, III                      |
| Pulp and Paper Manufacturing Industries                      | III                          |
| Retail Services (including wholesale and Community pharmacy) | III                          |
| Telecommunications   | II, III                      |
| Textiles, Clothing and Footwear                              | III                          |
| Tourism, Hospitality and Events                              | I, II, III                   |
| Training and Assessment                                      | III                          |
| Transport and Distribution                                   | III                          |
| Water Industry (Utilities)                                   | III                          |

**E.7.2 Wage Level B**

| <b>Training package</b>                        | <b>AQF certificate level</b> |
|--|------------------------------|
| Animal Care and Management                     | I, II, III                   |
| Asset Maintenance                              | I, II, III                   |
| Australian Meat Industry                       | I, II, III                   |
| Automotive Industry Manufacturing              | II, III                      |
| Automotive Industry Retail, Service and Repair | I, II, III                   |
| Beauty   | II                           |
| Caravan Industry                               | II, III                      |
| Civil Construction                             | I                            |
| Community Recreation Industry                  | III                          |
| Entertainment                                  | I, II, III                   |
| Extractive Industries                          | II, III                      |
| Fitness Industry                               | III                          |
| Floristry                                      | II                           |
| Food Processing Industry                       | I, II                        |
| Forest and Forest Products Industry            | I, II, III                   |
| Furnishing                                     | I, II, III                   |
| Gas Industry                                   | I, II                        |
| Health   | II, III                      |
| Local Government (Operational Works)           | I, II                        |
| Manufactured Mineral Products                  | I, II                        |
| Metal and Engineering (Production)             | II, III                      |
| Outdoor Recreation Industry                    | I, II, III                   |

| <b>Training package</b>                 | <b>AQF certificate level</b> |
|---|------------------------------|
| Plastics, Rubber and Cablemaking        | II                           |
| Printing and Graphic Arts               | II, III                      |
| Property Services                       | I, II, III                   |
| Public Safety                           | I, II                        |
| Pulp and Paper Manufacturing Industries | I, II                        |
| Retail Services                         | I, II                        |
| Screen and Media                        | I, II, III                   |
| Sport Industry                          | II, III                      |
| Sugar Milling                           | I, II, III                   |
| Textiles, Clothing and Footwear         | I, II                        |
| Transport and Logistics                 | I, II                        |
| Visual Arts, Craft and Design           | I, II, III                   |
| Water Industry                          | I, II                        |

**E.7.3 Wage Level C**

| <b>Training package</b>          | <b>AQF certificate level</b> |
|----------------------------------|------------------------------|
| Agri-Food                        | I                            |
| Amenity Horticulture             | I, II, III                   |
| Conservation and Land Management | I, II, III                   |
| Funeral Services                 | I, II, III                   |
| Music                            | I, II, III                   |
| Racing Industry                  | I, II, III                   |
| Rural Production                 | I, II, III                   |
| Seafood Industry                 | I, II, III                   |

## Schedule F—2016 Part-day public holidays

Schedule F amended in accordance with para [A] [PR580863](#)

- F.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 2016) or New Year’s Eve (31 December 2016) 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 F.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 F.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.

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

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