

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**PHARMACEUTICAL EMPLOYEES' AWARD - STATE
(EXCLUSIVE OF PUBLIC HOSPITALS) 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Pharmaceutical Employees' Award - State (Exclusive of Public Hospitals) 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Pharmaceutical Employees' Award - State (Exclusive of Public Hospitals) 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

**PHARMACEUTICAL EMPLOYEES' AWARD - STATE
(EXCLUSIVE OF PUBLIC HOSPITALS) 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Pharmaceutical Employees' Award - State (Exclusive of Public Hospitals) 2003.

1.2 Arrangement

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1.3 Operation of award

This Award takes effect from 2 June 2003.

1.4 Application of award

This Award shall apply throughout the State of Queensland to those classes of employees for whom rates of pay are prescribed, and to their respective Employers:

Provided that this Award shall not apply to Crown employees or to employees at public hospitals.

1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and its members.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in accordance with the provisions of the Act.

3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.1.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and

binding on all parties to the dispute.

3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.2 Consultation

3.2.1 The parties to this Award are committed to cooperating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.2.2 At each plant or enterprise, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

4.1.1 Employees other than casuals covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

- (a) is employed for not less than 15 hours per week and not more than 32 ordinary hours per week, to be worked on not more than 5 days of the week.
- (b) has reasonably predictable hours of work; and
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award:

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual commencing and ceasing times.

4.2.3 The ordinary starting and ceasing time of part-time employees shall be rostered in advance and shall be in accordance with hours prescribed by clause 6.1 (Hours).

4.2.4 The agreed number of ordinary hours per week will not be amended without the consent of the employee. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

4.2.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.

4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked outside of the employee's commencing and ceasing times of the employee shall be deemed to be overtime and paid for at the rates prescribed in clause 6.2 (Overtime).

4.2.7 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/40th of the weekly rate prescribed for the class of work performed.

4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day.

4.3 Casual employment

4.3.1 A casual employee is one who is engaged on an hourly basis and who is employed for less than 40 hours in a week:

Provided that casuals may be employed for 40 hours or more in circumstances where the employee is employed for the purpose of relieving in a short-term vacancy not exceeding eight weeks' duration.

4.3.2 Casual employees shall be paid the hourly rate ascertained by dividing the appropriate weekly rate by the weekly hours prescribed by the award and adding a loading of 23 per cent with a minimum engagement of 2 hours on any one day.

4.4 Incidental and peripheral tasks

4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Anti-discrimination

4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.5.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.6 Proportion of unregistered assistants

The number of unregistered assistants who may be employed in any retail pharmacy shall not exceed the proportion of 2 to one registered assistant:

Provided that an employer who actually works in a retail establishment and is a duly registered pharmacist shall be deemed to be a registered assistant for the purposes of clause 4.6.

4.7 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.8 Termination of employment

4.8.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.8.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous 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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2.

4.8.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes 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 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 the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, 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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10 Redundancy

4.10.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.10.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.10.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.11 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification Definitions

- 5.1.1 *Manager - Level 1* - Shall be a pharmacist registered under the *Pharmacy Act 1976* who is in control of a pharmacy with up to 5 full-time employees (exclusive of pharmacists), and who is responsible for all necessary business appertaining thereto.
- 5.1.2 *Manager - Level 2* - Shall be a pharmacist registered under the *Pharmacy Act 1976* who is in control of a pharmacy with between 6 and 10 full-time employees (exclusive of pharmacists), and who is responsible for all necessary business appertaining thereto.
- 5.1.3 *Manager - Level 3* - Shall be a pharmacist registered under the *Pharmacy Act 1976* who is in control of a pharmacy with in excess of 10 full-time employees (exclusive of pharmacists), and who is responsible for all necessary business appertaining thereto.
- 5.1.4 *Pharmacist in Charge - Level 1* - Shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is employed in a pharmacy with up to 5 full-time employees (exclusive of pharmacists), where there are other pharmacists employed and who is appointed as the Pharmacist in Charge; or shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is placed in full charge of a pharmacy with up to 5 full-time employees (exclusive of pharmacists), for a period exceeding 4 continuous hours but not exceeding one week, in the absence of the pharmacy owner or manager.
- 5.1.5 *Pharmacist in Charge - Level 2* - Shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is employed in a pharmacy with between 6 to 10 full-time employees (exclusive of pharmacists), where there are other pharmacists employed and who is appointed as the Pharmacist in Charge; or shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is placed in full charge of a pharmacy with between 6 and 10 full-time employees (exclusive of pharmacists), for a period exceeding 4 continuous hours but not exceeding one week, in the absence of the pharmacy owner or Manager.
- 5.1.6 *Pharmacist in Charge - Level 3* - Shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is employed in a pharmacy with in excess of 10 full-time employees (exclusive of pharmacists), where there are other pharmacists employed and who is appointed as the Pharmacist in Charge; or shall be a pharmacist who is registered under the *Pharmacy Act 1976* and who is placed in full charge of a pharmacy with in excess of 10 full-time employees (exclusive of pharmacists), for a period exceeding 4 continuous hours but not exceeding one week, in the absence of the pharmacy owner or Manager.
- 5.1.7 *Pharmacist* - Means a person who is registered as a pharmacist under the *Pharmacy Act 1976*.
- 5.1.8 *Qualified Assistant* - A person who is qualified by examination but unable by virtue of age to be registered.
- 5.1.9 *Locum* - An employee who is engaged as such, and who is employed for less than 40 hours in a week:

Provided that Locums may be employed for 40 hours or more in circumstances where the employee is employed for the purpose of relieving a short term vacancy, not exceeding 8 weeks' duration.
- 5.1.10 *Pharmaceutical Chemist* - For the purpose of this Award the term 'Pharmaceutical Chemist' or 'Registered Pharmaceutical Chemist' includes a person who by the employee's qualifications, is entitled to be registered under the *Pharmacy Act 1976*.
- 5.1.11 *Full-time Employees* - The number of full-time employees shall be determined by dividing the number of hours worked by all employees, except pharmacists, by the number of hours the pharmacy is open per week.

5.2 Wages

5.2.1

Classification	Relativity %	Award Rate Per Week \$
Manager - Level 1	180	1,009.80
Level 2	195	1,072.30

Level 3	210	1,134.90
Pharmacist in Charge -		
Level 1	150	888.60
Level 2	165	947.20
Level 3	180	1,009.80
Pharmacist first 2 years of registration	130	805.20
Pharmacist after 2 years registration	150	888.60

The percentage relativities column relates to percentages applying before the application of the 3 \$8.00 arbitrated Safety Net Adjustments made in accordance with the February 1994 Review of Wage Fixing Principles and the December 1994 and October 1995 State Wage Case decisions.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.2 *Students enrolled in the Faculty of Pharmacy at a recognised University working during vacations*

	Percentage of Registered Assistant's Rates (During First 2 Years After Registration)
1st year of course	40%
2nd year of course	45%
Remaining years of course	55%

Calculation of Rates - The rates of pay applying to students shall be calculated in multiples of 10 cents, with any result of 5 cents or more being adjusted to the next highest 10 cent multiple.

5.2.3 Graduates and other employees similarly qualified pursuant to section 19 of the Pharmacy Act 1976, as amended from time to time, during their statutory period of practical training prior to registration:

1st 6 months	65%
Remainder	70%

5.2.4 *Locums* - Locums, as defined in clause 5.1.9, shall be paid the hourly rate ascertained by dividing the appropriate weekly rate by 40 and adding a loading of 23%, with a minimum engagement of 2 hours on any one day:

Provided that any employee employed as at 19 October 1992 as a 'reliever' shall continue to receive a loading of 25% for any such work performed in that capacity during this current term of employment.

5.2.5 Divisional and District Parities - (a) Mackay Division - Adult employees, other than apprentices, in the Mackay Division shall be paid 90 cents per week in addition to the rate of wages above set out, and apprentices and employees under 21 years of age 45 cents per week in addition to the rate of wages above set out.

5.2.6 Northern Division - Adult employees, other than apprentices, in the Northern Division shall be paid \$1.05 per week in addition to the rates of wages above set out, and apprentices and employees under 21 years of age 53 cents per week in addition to the rates of wages above set out.

5.2.7 Western District - Adult employees, other than apprentices, in the Western District of the Southern Division shall be paid \$1.05 per week in addition to the rates of wages above set out, and apprentices and employees under 21 years of age 53 cents per week in addition to the rates of wages above set out.

Adult employees, other than apprentices, in the Western District of the Northern Division shall be paid \$3.25 per week in addition to the rates of wages above set out, and apprentices and employees under 21 years of age \$1.63 per week in addition to the rates of wages above set out.

5.3 Payment of wages

Wages and overtime shall be paid either weekly or fortnightly. Such payment shall be made on the same day in each pay cycle. The employer may hold no more than 2 days' pay in hand. Payment may be made by electronic funds transfer into an account nominated by the employee, in which case no more than 3 days' pay may be held by the employer.

5.4 Divisions and districts

For the purposes of this Award there shall be the following Divisions and Districts.

Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division -That portion of the State within the following boundaries:- Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Division.

Districts

Northern Division -

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

Southern Division -

Eastern District - That portion of the Southern Division as above defined, along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the northern boundary of the said division.

Western District - The remainder of the Southern Division as above defined.

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5.5 Occupational superannuation

5.5.1 Application

In addition to the rates of pay prescribed by this Award, eligible employees as defined , shall be entitled to Occupational Superannuation benefits subject to the provisions of clause 5.5.

5.5.2 Contributions

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular Payment - The employer shall regularly pay such contributions to the credit of each such employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once each calendar month.
- (c) Minimum Level of Earnings - No employer shall be required to pay superannuation contributions on behalf of any eligible employee who works less than 12 hours per week.

- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other Contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a Fund in accordance with the provisions thereof.
- (f) Cessation of Contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No Other Deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed.

5.5.3 Definitions

- (a) "Approved Fund" means a fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible Employee" means any employee who has been employed by the employer during 8 consecutive weeks and who has worked a minimum of 96 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary Time Earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 Approved Funds

- (a) For the purposes of this Award an Approved Fund shall be:
 - (i) Retail Employees Superannuation Trust (REST)
 - (ii) Any named Fund as is agreed to between the relevant Employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
 - (iii) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award or an agreement approved by an Industrial Tribunal, whether State or Federal jurisdiction which has practical application to the majority of Award employees of that employer.
 - (iv) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
 - (v) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
 - (vi) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2, on behalf of at least a significant number of that employer's employees covered by this Award as at 29th September, 1989, and continues to make such contributions.

- (b) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the Grievance and Dispute Settling Procedure as contained in clause 3.1.

5.5.5 *Challenge of a Fund*

- (a) An eligible employee being a member of a potential member of a fund, as well as a Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a Fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that Fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any Fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund Selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one Approved Fund. Such Fund, other than a fund referred to in clauses 5.5.4(a) and (b) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(a)(vi) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(a)(vi) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.

Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of their entitlement to Occupational Superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) Submit all completed application forms and any other relevant material to the Trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5.7 shall:

- (i) Complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) Return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the Occupational Superannuation benefit prescribed by clause 5.5.7.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any Occupational Superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any Occupational Superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the relevant officer of the Union whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a) (iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days clause 5.5.7(c) shall apply.
- (e) Unpaid Contributions: Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.7(e) shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

6.1 Hours

6.1.1 The ordinary working hours shall not exceed 40 in any one week nor 8 hours in any one day to be worked continuously except for meal breaks over not more than 5 1/2 days. Such hours shall be worked between 7.00 am and 11.00 pm Monday to Sunday:

Provided that the spread of ordinary hours may be amended upon agreement between the Union and the Pharmacy Guild.

6.1.2 Time allowed for dinner shall be one hour per day from Monday to Friday inclusive, and shall be between the hours of 11.30 a.m. and 2.30 p.m., as may be arranged between any employer and their employees.

6.1.3 When the hours between 11.30 a.m. and 2.30 p.m. are worked continuously, one hour shall be paid for at the rate of double time, and continued until the break for dinner is made.

6.2 Penalty rates during certain ordinary hours

- 6.2.1 All ordinary time worked by full-time and part-time employees between 7.00 p.m. and 11.00 p.m. Monday to Friday shall be paid for at the rate of time and one-quarter.
- 6.2.2 *Saturday* - All ordinary time worked by full-time and part-time employees on Saturday shall be paid for at the rate of time and a-quarter till 1 pm and time and a-half thereafter.
- 6.2.3 *Sunday* - All ordinary time worked by all employees on a Sunday shall be paid for at the rate of time and one-half.

6.3 Overtime

- 6.3.1 All time worked in excess of 8 hours in any one day or in excess of 40 hours in any one week or before the employee's ordinary commencing time or after the employee's ordinary ceasing time shall be paid for at the rate of time and a half for the first 3 hours on any one day and double time thereafter.
- 6.3.2 All overtime worked on a Sunday shall be paid for at the rate of double time.
- 6.3.3 Overtime worked on a Sunday or on a Saturday shall be paid for as prescribed with a minimum payment as for 2 hours.
- 6.3.4 Any employee recalled to work without prior notice after their ordinary ceasing time shall be paid at the appropriate overtime rate such time to be calculated as from home and back to home with a minimum payment for 2 hours.

6.4 Meal break and meal allowance

- 6.4.1 Employees shall be allowed between 30 minutes and one hour for a meal break each day to be taken as mutually arranged between the employer and the employee.

Employees shall be paid at overtime rates during the period of the meal break if they are not able to take the meal break.

- 6.4.2 Where an employee is called upon to work overtime in excess of one hour that employee shall be paid the sum of \$12.10 by the employer as meal money in addition to overtime payment for the time worked.

If such an employee is notified on the previous day that overtime is required to be worked and by reason of such notice the employee has provided a meal and such overtime is cancelled then the employee shall be allowed the sum of \$12.10:

Provided that the amount shall not be payable where the employee is required to return to work for the purpose of reopening the shop on Saturdays, Sundays or public holidays.

- 6.4.3 An employee who is required to commence overtime on Sunday before 11.00 a.m. and continue to work after 2.00 p.m. or who is required to commence overtime before 4.00 p.m. and continue to work after 7.00 p.m. shall be paid on such day a meal allowance of \$12.10 for each of the aforementioned periods that the employee is required to work.

6.5 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's daily work. Such rest pause shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee or a reliever) covered by this Award shall at the end of each year of the employee's employment be entitled to annual leave on full pay of 4 weeks:

- (a) Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.2) shall be paid for by the employer in advance;
- (b) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (c) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.

- (d) If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.2, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.
- (e) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.2.
- (f) If the employee and the employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to such annual leave. Where annual leave, or any part thereof, have been taken before the right to annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which such annual leave or part has been so taken.
- (g) Reasonable notice of the commencement of annual leave shall be given to the employee.
- (h) If such annual leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 2 years.
- (i) Except as before provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.2 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift Workers* - Subject to clause 7.1.2(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *Leading Hands, &c.* - subject to clause 7.1.2(c) leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) *All Employees* - Subject to the provisions of clause 7.1.2(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.2(c) (i) and (ii).
- (d) The provision of clause 7.1.2(c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.

- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate or other reasonable acceptable evidence about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' Compensation*

Where an employee is in receipt of Workers' Compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by him at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks

or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the 1st day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

7.6.6 Employees who do not work Monday to Friday of each week

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave provided that that part-time employee's would have been ordinarily rostered to work that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day, all employees who ordinarily would have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday and the public holiday is observed on another day, an employee required to work on Christmas day shall be paid at the rate of time and three-quarters in the case of work performed on a Saturday and double time in the case of work performed on a Sunday.
- (e) Nothing in this clause confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.

7.7 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Dwelling accommodation

Employees required to reside on the premises for the purpose of attending to calls after the premises have been closed shall receive \$8.90 per night, together with suitable accommodation, in addition to the rate of wages to which an employee of the same class is entitled for work performed under this Award during ordinary working hours, but time occupied in such work or spent on the premises shall not be regarded as overtime, whether on Saturdays, Sundays, or holidays, or on ordinary week nights after the premises have been closed to ordinary business:

Provided that relief for meals of not less than one hour shall be provided.

8.2 Vehicle allowance

Where an employee is required to use their own motor vehicle in the conduct of the employer's business, the employee shall be paid according to the following scale of allowances in respect of the actual mileage so travelled by the vehicle:

Vehicles up to 14 h.p. - 10.06 cents per kilometre;

Vehicles over 14 h.p. and up to 20 h.p. - 10.7 cents per kilometre;

Vehicles over 20 h.p. - 11.98 cents per kilometre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

The parties acknowledge that varying degrees of training are provided to employees in retail pharmacy, both via internal, on-the-job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in retail pharmacy and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties agree to continue discussions on issues raised by the Union relating to training.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Uniforms

Where employees are required by the employer to wear uniforms or white coats, they shall be paid an allowance at the rate of \$2.00 per week and the employees shall there upon provide themselves with uniforms or white coats and shall launder them.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows the authorisation upon request:
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund

11.2.2 *The time and wages record must also contain:*

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;

(e) if appropriate, the date when the employee ceased employment with the employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an Inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

11.4 Award posting

Availability of Award - The employer shall ensure that a copy of this Award, together with notices of the commencing and ceasing times of the employees, is readily available for perusal by such employees.

11.5 Trade union training leave

11.5.1 Clause 11.5 shall not apply to a pharmacy where less than 380 ordinary hours per week are worked under this Award.

11.5.2 A Union delegate or duly elected or appointed Union representative shall, upon written application by a Union in respect of which that person is a member, be granted up to 5 days' leave with pay each calendar year, non-cumulative, to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency in the retail industry. The Union parties, respondent to this Award, which intend to offer courses that qualify under clause 11.5 shall advise each of the employer associations respondent to this Award of the details of such courses at least 3 months prior to their proposed conduct.

Other courses which are agreed between a Union party to this Award and an employer, or employers, may be included under clause 11.5.

Any written application by a Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted. Such application shall be made not less than 6 weeks before the intended course, or such lesser period as may be agreed between the employer, the Union and the employee concerned.

11.5.3 Each employer so approached by written application by the Union shall respond to such application within 14 days of receipt of such application by advising whether the request for release of the Union delegate or representative is agreed to or otherwise. If the request is not agreed to the employer shall state the reasons for such rejection.

If the Union making the approach does not accept the reasons for rejection as communicated to it by the employer the rejection may be processed as a dispute pursuant to grievance and dispute settling procedure in clause 3.1.

11.5.4 Only employees who have completed 6 months of continuous service with their current employer shall be eligible for leave under this clause. In the case where an employee has more than 6 months' continuous service with the employer but is employed in a pharmacy which has not been open for more than 6 months, the employer shall not be required to grant leave during the first 6 months of such new pharmacy's operation.

11.5.5 Subject to other requirements of clause 11.5 the taking of leave shall be arranged so as to minimise any adverse affect on the employer's operation. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at this time. If the matter is not amicably resolved it shall be processed as a dispute pursuant to the grievance and dispute settling procedure in clause 3.1.

11.5.6 The maximum number of ordinary hours of leave which an employer shall be required to grant at each pharmacy within any calendar year shall be as follows:

No. of ordinary hours worked at a shop per week	No. of ordinary hours leave per calendar year
A 380 up to 1140 Hours	38
B 1141 up to 2280 Hours	76
C 2281 up to 3800 Hours	114
D More than 3800 Hours	152

11.5.7 At each pharmacy the maximum number of employees attending a course at the same time shall be one in category A or 2 in categories B, C or D. This shall not stop an employer from agreeing to release additional employees.

11.5.8 Leave of absence granted pursuant to this clause shall count as service for all purposes of the Award.

11.5.9 Each employee on leave in accordance with clause 11.5 shall be paid all ordinary time earnings which such employee would have been paid had the employee not been absent on such leave.

11.5.10 The employer shall not incur any liability with respect to the costs of travel to and from the place where the courses are conducted nor to any accommodation and associated costs during such leave.

11.5.11 No additional liability shall be incurred by the employer should the course attended by an employee coincide with any other paid leave arising under this Award.

11.5.12 On completion of the course the employer shall be provided with proof of attendance at the course and information on the nature of the course.

11.5.13 In the event that a scheduled rostered day off, resulting from a work arrangement established in accordance with this Award, or a Certified Agreement falls within a period of leave approved pursuant to clause 11.5, no alternative day off shall be substituted in lieu.

11.5.14 Should an employee granted leave pursuant to clause 11.5 fail to attend the nominated course or any part thereof, the employer shall be notified by the employee or Union within 24 hours or as soon as practicable, and no payment is to be made by the employer pursuant to clause 11.5 in respect of such leave for the period of non-attendance by the employee concerned.

11.5.15 In determining the term 'year' or 'calendar year' such reference shall be deemed to relate to the period between 1 January and 31 December each year.

11.5.16 A register shall be kept by the Union detailing the attendance of employees at various courses.

Dated 16 October 2003.

By the Commission,
[L.S.] G.D. SAVILL,
Acting Industrial Registrar.

Operative Date: 2 June 2003