

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

PHARMACY ASSISTANTS' AWARD - STATE 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999* Pharmacy Assistants' Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Pharmacy Assistants' Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

PHARMACY ASSISTANTS' AWARD - STATE 2003

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1.1 Title

This Award is known as the Pharmacy Assistants' Award - State.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 18 August 2003.

1.4 Coverage

1.4.1 This Award applies to Pharmacy Assistants in all Community Pharmacies throughout the State of Queensland.

1.4.2 This Award does not apply to:

(a) public sector employees covered by the District Health Services Employees' Award - State;

(b) employees classified as a "Qualified Assistant" under the Pharmaceutical Employees' Award - State (Exclusive of Public Hospitals) 2003;

(c) employees covered by the Community Pharmacy Award 1998.

1.4.3 No other award shall apply to Pharmacy Assistants in Community Pharmacies in Queensland during the life of this Award.

1.4.4 None of the terms of this Award may be used by any party in arbitrated proceedings before any industrial tribunal to seek amendment in the terms of any other award or agreement.

1.5 Definitions

1.5.1 "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 "Community Pharmacy" means Pharmacy Practice and includes the professional dispensing or supply of medicines, mixtures, compounds and drugs; where appropriate, the sale of items of trade; the provision of services in conjunction with the professional dispensing or supply of medicines, mixtures, compounds or drugs; and the provision of health care services including education, advice and associated patient counselling.

1.5.4 "Permanent Employee" means a full-time or part-time employee who is engaged on a permanent basis.

1.5.5 "Pharmacy Assistant" means an employee working in a Community Pharmacy under the direction and supervision of a pharmacist, and who provides health based services and products to meet the needs of pharmacy customers.

1.5.6 "Union" means the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees throughout the state of Queensland except for The Australian Workers' Union of Employees, Queensland who has coverage within the boundaries commencing at the sea-coast at 24 degrees 30 minutes of south latitude, then by that parallel of latitude bearing true west to 151 degrees of east longitude, then by that degree of longitude bearing true south to 25 degrees of south latitude; then by that parallel of latitude bearing true west to the western border of the State; then by the western border of the State bearing true north to the sea coast; then by the sea-coast to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

1.6 Objectives

1.6.1 This Award has been developed following negotiations between The Pharmacy Guild of Australia (Queensland Branch), the Retailers' Association of Queensland Limited, Union of Employers, the Queensland Friendly Societies' Pharmacies Association, the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees and The Australian Workers' Union of Employees, Queensland, with the objectives of introducing skill related career paths for Pharmacy Assistants, and creating an environment of flexibility which will enable Community Pharmacy to meet emerging consumer expectations in the quality use and distribution of medicines and other health care products.

1.6.2 Skill related career paths for Pharmacy Assistants have regard to the national competency standards which have been developed by the industrial parties, and the accredited National Training Program for Pharmacy Assistants, which is based on these standards.

1.6.3 This Award recognises that in many cases Community Pharmacy needs to operate over 7 days of the week to provide the services the community expects, and that higher levels of skill of Pharmacy Assistants, attained through the completion of accredited training courses, will assist in the provision of those services.

1.6.4 In achieving the Award's objectives, the parties recognise that harmonious industrial relations are required. To this end, the parties are committed to:

(a) allowing employees to be involved in decisions that may affect them at their workplace;

(b) where possible, maximising permanent employment in the industry;

(c) providing stable and secure employment for Pharmacy Assistants.

1.7 Parties bound

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

PART 2 - FLEXIBILITY

No provisions inserted in this Award relevant to this Part.

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 mentioned 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 to the Commission 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 to the dispute 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.

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

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing upon appointment of their employment category and provided with a list of their principal duties, level of pay and any employer policies relating to their employment.

Employment categories are:

- (a) full-time (as prescribed in clause 4.3);
- (b) part-time (as prescribed in clause 4.4); or
- (c) casual (as prescribed in clause 4.5).

4.2 Probationary period

4.2.1 Appointments of new employees to any position may be for a probationary period of a maximum of 3 months during which time termination of employment shall be by giving 1 week's notice, or payment/forfeiture in lieu, by either party:

Provided that the 1 week's notice requirement, or payment/forfeiture in lieu, shall not apply in the case of instant dismissal.

4.3 Full-time employment

4.3.1 "Full-time employee" means a Permanent Employee who is engaged to work an average of 38 ordinary hours per week over a 4 week cycle.

4.4 Part-time employment

4.4.1 "Part-time employee" means a Permanent Employee who may be engaged for a minimum of 36 hours and a maximum of 128 hours per 4 week cycle.

4.4.2 In conjunction with, or in addition to any rostered shift, a part-time employee may be offered on a voluntary basis additional hours to a maximum of 38 hours in any week. Such additional hours, if accepted, shall be paid at the stipulated casual rate, and not the overtime rates:

Provided that such additional hours shall be offered:

- (a) within the maximum ordinary hours of 128 per 4 week cycle,
- (b) in accordance with the roster principle in clause 6.1.1,
- (c) on the basis of being paid the casual rate in lieu of entitlements to sick leave, annual leave or other forms of leave other than long service leave.

4.5 Casual employment

4.5.1 "Casual employee" means an employee engaged on an hourly basis who may work a maximum of 30 hours per week to perform the duties prescribed for a Pharmacy Assistant and who is not a Permanent Employee.

4.5.2 In a pharmacy employing 13 or more permanent Pharmacy Assistants, the total number of hours worked by a casual employee shall not exceed 33 1/3% of the total hours worked in that Pharmacy. Hours worked by nightfill employees shall not be included in this calculation:

Provided the 33 1/3% limitation on casual hours worked in pharmacies shall not apply to:

- (a) Tourist resort areas during tourist extended trading hours as defined by the *Trading (Allowable Hours) Act 1990*;
- (b) Christmas and/or Easter.

4.5.3 The rate for casual employees within ordinary time shall, unless otherwise stated, be determined by dividing the appropriate wage rate prescribed by clause 5.6 by 38 and adding 23%. This additional loading is in lieu of parental leave, annual leave, public holidays, bereavement leave, jury service, sick leave and Trade Union Training Leave.

4.6 Mixed functions

Employees who are requested by their employer to perform duties which apply to a higher level than the employee's level, and who perform those duties for a minimum period of 4 continuous hours, shall be paid at the higher level for the period of time they perform those duties.

4.7 Anti-discrimination

4.7.1 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 any of the above attributes;
- (b) sexual harassment; and

(c) racial and religious vilification.

4.7.2 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.

4.7.3 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.

4.7.4 Nothing in clause 4.7 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*;

(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.

4.8 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 (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter 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 Limitations on work

Pharmacy Assistants assist pharmacists in the provision of goods and services to the community.

- 5.1.1 Pharmacy Assistants perform tasks, which support pharmacists in the discharge of the pharmacists' legal and professional responsibilities to the community.
- 5.1.2 Pharmacy Assistants must undertake duties as directed within the limits of their competence.
- 5.1.3 Pharmacy Assistants work under the direction and supervision of pharmacists.
- 5.1.4 No employee shall be required to do any scrubbing of floors.

5.2 Definition of classifications

5.2.1 *Competency levels*

- (a) A Pharmacy Assistant Competency Level 1 first 6 months is an employee who has commenced employment in a Community Pharmacy and is in the process of acquiring the competencies listed for Pharmacy Assistant Competency Level 1.
- (b) A Pharmacy Assistant Competency Level 1 is an employee who has acquired the competencies listed for Pharmacy Assistant Competency Level 1 working in a Community Pharmacy.
- (c) A Pharmacy Assistant Competency Level 2 is an employee who has acquired the competencies listed for Pharmacy Assistant Competency Level 2.
- (d) Junior rates of pay apply to Pharmacy Assistant Competency Level 1 first 6 months, Pharmacy Assistant Competency Level 1 and Pharmacy Assistant Competency Level 2.
- (e) A Pharmacy Assistant Competency Level 3 is an employee who has acquired the competencies listed for Pharmacy Assistant Competency Level 3 and who is required by the employer to work at this level. A Pharmacy Assistant Competency Level 3 may be required to supervise Pharmacy Assistants at Competency Levels 1 and 2.
- (f) A Pharmacy Assistant Competency Level 4 is an employee who has acquired the competencies listed for Pharmacy Assistant Competency Level 4 and who is required by the employer to work at this level. A Pharmacy Assistant Competency Level 4 may be required to supervise Pharmacy Assistants at Competency Levels 1, 2 and 3.
- (g) Where units of competence are referred to below they relate to the National Competency Standards for Community Pharmacy in the Community Pharmacy Training Package endorsed by the Australian National

Training Authority in February 2002.

5.2.2 Pharmacy assistant competency level 1

WRPCS101A	Meet and Greet Pharmacy Customers
WRPDIS101A	Accept Prescriptions for Dispensing
WRPCS102A	Work Effectively within the Pharmacy Industry
WRRCS2B	Apply Point of Sale Handling Procedures
WRRM2B	Perform Routine Housekeeping Duties
WRRLP1B	Apply Safe Working Practices
WRRLP2B	Minimise Theft
WRRCA1B	Operate Retail Equipment

5.2.3 Pharmacy assistant competency level 2

Competencies required for Pharmacy Assistant Competency Level 1 plus:

WRRM1B	Merchandise Products
WRR11B	Perform Stock Control Procedures
WRRS1B	Sell Products and Services
WRPDIS202A	Delivery of Medication
WRRF1B	Balance Register/Terminal
WRRCS3B	Interact with Customers
WRPPK201A	Apply Product Knowledge for Analgesics And Anti-Inflammatory Needs
WRPPK203A	Apply Product Knowledge for Cough And Cold Needs
WRPPK205A	Apply Product Knowledge for Eye, Ear And Oral Care Needs
WRPPK206A	Apply Product Knowledge for Gastro-Intestinal Needs
WRPPK208A	Apply Product Knowledge for Injury And Wound Care Needs
WRPPK210A	Apply Product Knowledge for Allergy Conditions
WRPPK211A	Apply Product Knowledge for Skin And Fungal Conditions
WRPPK213A	Apply Product Knowledge for Vitamin And Mineral Requirements
WRPPK214A	Apply Product Knowledge for Women's And Men's Health Needs

Plus any 3 units from:

THCGQA01A	Apply Quality Standards and Procedures (equivalent to 3 units)
WRPPK204A	Apply Product Knowledge for Diet And Nutrition Needs
WRPPK207A	Apply Product Knowledge for Home Health Care Needs
WRPPK202A	Apply Product Knowledge for Baby And Infant Care Needs
WRPPK212A	Apply Product Knowledge for Veterinary And Pet Care Needs
WRPPK209A	Apply Product Knowledge for Personal Grooming Needs
WRPPK215A	Apply Product Knowledge for Photographic Needs

5.2.4 Pharmacy assistant competency level 3

All competencies marked with an asterisk (*) count as 2 units.

Competencies required for Pharmacy Assistant Competency Level 2 plus:

WRRS4B	Build Relationships with Customers
WRR1.2A	Maintain Stock Control
WRR1.3A	Order Stock

Plus either:

WRPDIS303A	Assist in Dispensary Operations
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And 2 units from:

WRPDIS304A	Assist in Dispensary Administration
WRPDIS305A	Assist in Dispensary Stock Control
WRPDIS306A	Assist in Dispensary Housekeeping
WRPDIS307A	Assist in Preparing Dose Administration Containers

Or 3 units from:

WRPPK316A	Provide Health Care Advice, Products and Services on Asthma Needs
WRPPK317A	Provide Health Care Advice, Products and Services on Blood Pressure Needs

WRPPK318 A	Provide Health Care Advice, Products and Services on Complementary Medicine Needs
WRPPK319A	Provide Health Care Advice, Products and Services on Diabetes Needs
WRPPK320A	Provide Health Care Advice, Products and Services on Pregnancy and Maternal Health Needs
WRPPK321A	Provide Health Care Advice, Products and Services on Smoking Cessation Needs
WRPPK322A	Provide Health Care Advice, Products and Services on Wound Care Needs

Or 3 units from:

WRRCA4B	Co-ordinate Retail Office*
WRRCA5B	Operate Retail Information Technology Systems*
WRRF2B	Perform Retail Finance Duties*
WRRF3B	Produce Financial Reports*
WRRF4B	Prepare Payroll*

Plus 4 units from:

Any units listed above for Pharmacy Assistant Competency Level 3 not already counted

WRRS3B	Co-ordinate Sales Performance*
WRPMAR301A	Market and Promote a Community Pharmacy Products/Services Area*
WRRM3B	Co-ordinate Merchandise Presentation
WRRCA2B	Apply retail office procedures
WRRM.4A	Co-ordinate Housekeeping
WRRLP5B	Apply Store Security Systems and Procedures
WRPPM301A	Co-ordinate Pharmacy Staff*
WRRER3B	Maintain Employee Relations*
BSBFLM309A	Support Continuous Improvement Systems and Processes
BSZ404A	Train Small Groups

5.2.5 Pharmacy assistant competency level 4

Competencies required for Pharmacy Assistant Competency Level 3 plus:

WRRLP3B	Maintain Store Safety
WRRLP4B	Maintain Store Security
WRRCS4B	Co-ordinate Interaction with Customers
WRR02B	Manage Sales and Service Delivery
WRRPM3B	Lead and Manage People
WRRO1B	Manage Merchandise and Store Presentation
WRPCS102A	Work Effectively within the Pharmacy Industry

Plus 10 units from:

WRRO3B	Provide a Safe Working Environment*
WRPPM402A	Manage Pharmacy Staffing*
WRRPM1B	Administer Human Resources Policy*
WRRPM2B	Recruit and Select Personnel*
PMLQUAL601A	Conduct an Internal Audit of the Quality System*
WRPQUA401A	Conduct an External Audit of the Quality System*
BSZ401A	Plan Assessment)
BSZ402A	Conduct Assessment) (2 units in total)
BSZ403A	Review Assessment)
WRRPL1B	Manage Financial Resources*
WRRO4B	Control Store Security/Loss*
WRRO5B	Control Inventory*
WRRO6B	Manage Store Facilities
WRR14B	Buy Merchandise*

5.3 Classification process

5.3.1 Employers may choose to classify staff themselves.

5.3.2 The new classification structure will come into effect from 9 May 2003. All employers are required to classify their employees according to the classification structure by a minimum of 3 months and a maximum of 6 months from the 9 May 2003. This classification process will take into account the levels of competency of Pharmacy Assistants when assessed against the competencies listed in clause 5.2.

- 5.3.3 In classifying employees, evidence of competency at the various levels will be satisfied if the employee possesses the relevant national certificate/s issued following successful completion of training from the National Community Pharmacy Training Package at a particular level, or following a Recognition of Prior Learning (RPL) assessment conducted by a registered training organisation.
- 5.3.4 The National Community Pharmacy Training Package has been developed to meet the specific needs of Community Pharmacy. Certificates are issued in accordance with the Australian Quality Training Framework.
- 5.3.5 Employees without the relevant national certificate will often not have the skill levels indicated in the competency standards in clause 5.2.
- 5.3.6 The relevant national certificates at each level of Pharmacy Assistant are as follows:
- (a) Pharmacy Assistant Competency Level 1
Certificate I in Community Pharmacy
 - (b) Pharmacy Assistant Competency Level 2
Certificate II in Community Pharmacy
 - (c) Pharmacy Assistant Competency Level 3
Certificate III in Community Pharmacy
 - (d) Pharmacy Assistant Competency Level 4
Certificate IV in Community Pharmacy

5.4 Transition arrangements

Old Classification

New Classification

Pharmacy Assistant Grade 1 Unqualified (first 6 months)	Pharmacy Assistant Competency Level 1 first 6 months
Pharmacy Assistant Grade 1	Pharmacy Assistant Competency Level 1
Pharmacy Assistant Grade 2	Pharmacy Assistant Competency Level 2
Pharmacy Assistant Grade 3	Pay rate preserved by clause 5.5. Classification to be phased out as employees are classified under clause 5.3 by a minimum of 3 months and a maximum of 6 months from 9 May 2003
Pharmacy Assistant Grade 4	Pharmacy Assistant Competency Level 3
No previous classification	Pharmacy Assistant Competency Level 4

5.5 Savings

Nothing in this Award shall be deemed to be construed to:

- (a) reduce the salary or allowances;
- (b) alter unfavourably the terms and conditions of employment applying to any one employee immediately prior to 9 May 2003.

5.6 Wage rates

The following minimum wage rates shall apply for all employees engaged under the terms of this Award:

Competency Level 1 First 6 Months	Competency Level 1	Competency Level 2	Competency Level 3	Competency Level 4
\$	\$	\$	\$	\$
620.95	646.40	659.15	687.20	717.75

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

5.6.1 *Internal relativities*

The following internal relativities apply to the Pharmacy Assistant classifications in this Award:

	%
Pharmacy Assistant Competency Level 1 First 6 months	95
Pharmacy Assistant Competency Level 1	100
Pharmacy Assistant Competency Level 2	102.5
Pharmacy Assistant Competency Level 3	108
Pharmacy Assistant Competency Level 4	114

5.6.2 *Junior rates*

Junior rates apply to employees engaged as Pharmacy Assistant Competency Level 1 first 6 months, Pharmacy Assistant Competency Level 1 or Pharmacy Assistant Competency Level 2. The minimum rate of wages payable to junior employees covered by this Award shall be as follows:

Age	% of appropriate adult wage
Under 16 years of age	45
16 years of age to 17 years of age	50
17 years of age to 18 years of age	60
18 years of age to 19 years of age	70
19 years of age to 20 years of age	80
20 years of age to 21 years of age	90

5.6.3 *Wage rates for trainees*

- (a) Pharmacy Traineeships shall consist of up to 3 AQF Levels where Trainees may exit at any AQF Level.
- (b) Payment for AQF Levels 1 and 2 shall be based on the provisions of the *Training Wage Award - State, Skill Level B*.
- (c) Trainees who exit at AQF Level 2 shall be entitled to the rate prescribed for Pharmacy Assistant Competency Level 2, where they are performing this work in the workplace.
- (d) Trainees who commence an AQF Level 3 program shall enter at the rate prescribed for Pharmacy Assistant Competency Level 2, except when the Traineeship is continuous in which case the *Training Wage Award - State Skill Level A* rates apply, and shall exit at the rate prescribed for Pharmacy Assistant Competency Level 3 on attainment of all competencies relevant to the program and course of instruction and where they are required by the employer to work at this level.
- (e) Those Trainees who exit at any AQF Level shall receive the appropriate junior or minimum adult rate of pay under the Award or remain on the pay levels prescribed within this Award whichever is the higher until a subsequent increment becomes due.
- (f) Future wage increases associated with this Award and/or the *Training Wage Award - State* shall be deemed to have effect on clause 5.6.3.

5.7 Allowances

5.7.1 *Overtime meal allowance*

Any employee who is required to continue working after the usual finishing time for more than one and a-half hours and has not been given at least 24 hours' notification, shall be paid \$9.60 for the purchase of any meal required.

Meal money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.

5.8 Payment of wages

5.8.1 Payment of wages shall be made weekly or fortnightly, in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.

- 5.8.2 Payment shall be made within 3 days from the last day of the pay period, and if by cash or cheque shall be made during the employee's ordinary working hours.
- 5.8.3 No employer shall change the frequency or method of payment to employees without first giving them 4 weeks' notice of such change.
- 5.8.4 If an employer intends to change from a weekly to a fortnightly payment there shall be paid to employees an additional week's pay in the last weekly pay before the change to fortnightly pays. This payment is to be repaid in equal fortnightly deductions made from the subsequent 10 pays, or as agreed between the Union and the employer.
- 5.8.5 On payment by the employer, of any wages to an employee, the employer shall indicate either by noting on the pay envelope of the employee or by way of a statement in writing handed to the employee, at the time of payment such employee's wages, how the payment is calculated by including in such noting or statement such particulars as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, any overtime payments applicable, the gross amount of wages payable, allowances payable, details of any deductions made there from, the net amount of wages paid and the amount of contributions made by the employer to a superannuation fund on behalf of the employee.

5.9 Superannuation

5.9.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees as defined in clause 5.9.3 (a), shall be entitled to occupational superannuation benefits subject to the provisions of clause 5.9.

5.9.2 Contributions

- (a) Amount - The employer shall contribute on behalf of each eligible employee, an amount as shown in the schedule below of each employee's ordinary time earnings rounded off to the nearest 10 cents into an approved occupational superannuation scheme or fund as defined in clause 5.9.3 (c).

Schedule

2002 - 2003	9%
Subsequent years	9%

- (b) Regular payment - The employer shall pay such contributions each calendar month on behalf of each eligible employee into an "Approved Fund" no later than the 14th day of the following calendar month.
- (c) Minimum levels of earnings - The employer shall not be required to make contributions on behalf of any employee for any period in which such employee does not fulfil the definition in clause 5.9.3(a) "Eligible employee".
- (d) Proof of contribution - The amount of contributions paid in accordance with clause 5.9.2, and as a separate amount, any other personal contributions in accordance with clause 5.9.2(f), shall at the time of payment of such contributions into an "Approved Fund", be included in pay advice notices provided by the employer to each employee.
- (e) Absence from work - The employer shall not be required to pay contributions on behalf of an eligible employee during an unpaid absence excepting in the case where the employee is receiving by way of workers' compensation, an amount of money not less than the relevant Award rate of pay.
- (f) Other contributions - Nothing in clause 5.9 shall preclude an employee from making personal contributions to a scheme or fund in accordance with the provisions thereof.
- (g) Cessation of contributions - The employer shall not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

5.9.3 Definitions

- (a) "Eligible employee" - means any employee who has earned a minimum of \$450.00 or more in any calendar month. Such employee shall only be deemed to be an eligible employee in those calendar months as defined in the Commonwealth legislation for occupational superannuation funds, where the minimum earning requirement is met:

Provided that the following be exempt from superannuation contributions:

- (i) employees below 18 years at the beginning of the year and who are not employed full-time with an

employer, ie. they work less than 30 hours per week. (Where an employee aged under 18 years works for more than 30 hours in any week, there is no exemption for the week the employee worked for greater than 30 hours).

- (ii) employees who are aged 70 or over.
- (b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for the ordinary hours of work performed.
- (c) The approved occupational superannuation schemes or funds shall be:
 - (i) The GuildSuper Superannuation Fund.
 - (ii) Retail Employees Superannuation Trust (REST).

5.9.4 *Enrolment*

- (a) The employer shall:
 - (i) as soon as practicable notify each employee of their entitlement to occupational superannuation;
 - (ii) take all reasonable steps to ensure that each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable the employee to become a member of the Fund;
 - (iii) submit all completed application forms and any other relevant material to the trustees of the Fund; and
 - (iv) the employer, on receipt of written advice from the employee relating to any relevant change to the employee's particulars, shall transfer such change/s to the trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of the Fund shall complete and sign the necessary application forms to enable that employee to become a member of that Fund.

5.9.5 *Unpaid contributions*

Should it be established that the employer has failed to comply with the requirements of clause 5.9.2 in respect of an 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.

The making of such contributions satisfies the requirements of clause 5.9 excepting that resort to clause 5.9.5 shall not limit any Common Law action which may be available in relation to death, disablement or similar cover existing within the features of the relevant fund.

5.9.6 *No other deductions*

No additional amounts shall be required to be paid by the employer for the establishment, administration, management or other charges in connection with the Scheme or Fund apart from remission of contributions on a monthly basis as specified in 5.9.2.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

Subject to the terms of this Award, ordinary hours of work may be worked between 6.00 a.m. and 12.00 midnight on any day of the week, Monday to Sunday.

6.1.1 *Rostering Arrangements - Permanent Employees (full-time and part-time):*

- (a) All rosters for full-time employees shall provide for 152 ordinary hours of work on not more than 20 days in a 4 week cycle.
- (b) All rosters for part-time employees shall provide for an agreed number of hours for each day worked with a minimum of 36 hours and a maximum of 128 hours on not more than 20 days in a 4 week cycle.
- (c) The maximum ordinary hours an employee may be rostered to work in any week shall be 46 hours for a full-time employee and 38 for a part-time employee.

- (d) The minimum engagement that a Permanent Employee may be rostered to work ordinary hours on any day shall be 3 hours.
- (e) The maximum engagement that a Permanent Employee may be rostered to work ordinary hours on any day shall be 10 hours (exclusive of meal breaks).
- (f) Ordinary hours of work and any meal break prescribed by this Award shall be rostered as a continuous period on any day.
- (g) A roster shall provide for at least 2 consecutive days off in a fortnight.
- (h) A Permanent Employee shall not be rostered to work ordinary hours on more than 6 consecutive days.
 - (i) Where a Permanent Employee is rostered to work on Sundays they will be rostered off duty for at least one Sunday in each 3 weeks, and receive 2 consecutive days off (including Saturday and Sunday).
 - (ii) Where a Permanent Employee is being rostered to work on Saturdays after 6.00 p.m., they shall be rostered off at least one Saturday night in each 3 weeks.
- (i) There shall be a minimum break of 10 hours between an employee's rostered finishing time on one shift and commencing time on the next shift.
- (j) Employees shall be provided with a regular roster which will not be subject to frequent variations from one cycle to another.
- (k) An employee's roster may not be changed with the intent of avoiding payment for public holidays. Should such circumstance arise, the employee shall be entitled to payment for the public holiday as if their roster had not been changed.
- (l) Each employer shall post 7 days in advance to the roster being posted and keep posted a roster showing, for the complete week Monday to Sunday, the following information:
 - (i) the name of each employee covered by the Award;
 - (ii) the days in each work cycle on which the employee shall work;
 - (iii) the start and finish times of ordinary hours, any rostered overtime hours, and any meal break provided;
 - (iv) rosters will clearly distinguish between ordinary hours and rostered overtime hours.
- (m) The particulars referred to in clause 6.1.1 (l) may be changed in either of the following circumstances:
 - (i) by one week's notice in writing; or
 - (ii) by mutual consent of the employee and the employer.

6.1.2 Working arrangements - Casual employees:

- (a) A casual employee may be engaged for work on an hourly basis subject to the terms of this Award.
- (b) The minimum period of engagement for casual employees shall be 3 consecutive hours on any day.
- (c) A casual employee's hours of duty shall be allocated on the following basis:
 - (i) A maximum of 30 ordinary hours per week:

Notwithstanding the aforementioned a casual employee may be engaged in ordinary hours for 38 hours per week for periods not in excess of 4 consecutive weeks.
 - (ii) A maximum of 10 ordinary hours per day (exclusive of meal breaks).
 - (iii) Not more than one start on any day.
 - (iv) A minimum 10 hours break shall be provided between an employee's rostered finishing time and the commencement of work on the following day.
 - (v) The start times of any shift may be changed by agreement with the employee prior to the employee's arrival at work:

Provided that any employee who is informed that they are to be engaged, but is not notified that they are no longer required for duty prior to attending at the employer's premises, shall receive 3 hours pay at the appropriate casual rate.

(vi) Ordinary hours can not be worked on more than 10 days in any fortnight.

6.2 Meal breaks and rest pauses

6.2.1 All employees working 4 or more ordinary hours on any day shall be entitled to a 10 minute paid rest pause.

6.2.2 All employees working more than 5 ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus a 10 minute paid rest pause.

6.2.3 All employees working 7.6 or more ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus 2, 10 minute paid rest pauses.

Provided that:

(a) the meal breaks are to be taken after at least 2.5 hours and not later than 5 hours work;

(b) the rest pauses are not to be taken in the first hour of work or in the first hour after the meal breaks.

6.3 Rest pauses

Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

6.4 Overtime

6.4.1 All hours worked by full-time employees outside the hours in clause 6.1 or outside the rostering provisions of clause 6.1.1 shall be overtime payable in accordance with clause 6.4.

6.4.2 All hours worked by part-time employees outside the hours in clause 6.1 or outside the rostering provisions of clause 6.1.1, or outside the hours specified in the employee's roster except as provided for in clause 6.1.1 (m) or the flexing-up provisions as per clause 4.4.2 shall be deemed to be overtime and shall be paid in accordance with clause 6.4.

6.4.3 All hours worked by casual employees outside the provisions of clause 6.1 or outside the rostering provisions of clause 6.1.2 shall be overtime payable in accordance with clause 6.4.

6.4.4 Overtime shall be calculated on a daily basis.

6.4.5 All overtime worked on any day Monday to Saturday shall be paid for at the rate of 150% for the first 3 hours and 200% thereafter.

6.4.6 All overtime worked on any Sunday shall be paid for at the rate of 200%.

6.4.7 All overtime worked on any holiday provided by clause 7.6 shall be paid for at the rate of triple time for the first 3 hours and quadruple time thereafter.

6.4.8 Where an employee is required to work overtime on a rostered day off it shall be deemed overtime and they shall be paid at the applicable overtime rates for a minimum of 3 hours worked.

6.4.9 When an employee is recalled to work after leaving the employer's work establishment they shall be paid for at least 2 hours at the appropriate rate, and time reasonably spent in getting to and from work shall be counted as time worked.

6.4.10 Where an employee works overtime at the end of their shift for more than 2 hours, they shall be allowed an unpaid meal break of 30 minutes.

6.4.11 Notwithstanding anything contained in this Award:

(a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(b) Part-time employees required to work overtime may be first offered flexing up as provided for in clause 4.4.2.

(c) No organisation, party to this Award or employee or employees covered by this Award, shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of clause 6.4.

6.4.12 Notwithstanding anything contained in clause 6.4, a Permanent Employee and an employer may agree that time off shall be allowed in lieu (TOIL) of payment of overtime. Such time off shall be allowed subject to:

- (a) TOIL shall be equivalent to the overtime rate that otherwise would have been paid; and
- (b) the time of taking TOIL shall be agreed at the time of arranging the overtime.
- (c) TOIL shall be taken within 2 months of the overtime being worked, or paid out to the employee.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) 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.

7.1.2 Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid to the employee in advance.

7.1.4 If the employment of the 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 termination of the employment and shall pay to the employee, in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.6, for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.

7.1.5 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, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.6.

7.1.6 Calculation of annual leave pay

(a) Subject to 7.1.7, in no case shall the payment 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;
- (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.6 (a).

(b) The provisions of 7.1.6(a) shall not apply to the following:

- (i) any period or periods of annual leave exceeding 4 weeks per year;
- (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.

7.1.7 (a) Any time in respect of which an employee is absent from work except time for which they are entitled to claim sick pay or time spent on holidays or annual leave or other paid absence authorised by the employer shall not count for the purpose of accruing annual leave.

(b) An employee's anniversary date is not altered by any authorised unpaid leave of absence of 3 months or less.

7.1.8 Every employee shall be given and shall take annual leave within 6 months after the date the leave falls due, unless mutually agreed between the employer and employee.

7.1.9 When an employee is entitled to annual leave under clause 7.1, they shall receive at least 2 weeks' notice from the employer of the date when it will be convenient to the employer that such employee shall take their leave.

7.1.10 With the approval of the employer an employee may be permitted to take annual leave before the expiration of 12 months continuous service, provided that they have a *pro rata* entitlement to annual leave which at least equals the period of intended absence.

7.1.11 Annual leave entitlements for part-time employees shall be calculated on the basis of *pro rata* entitlements of full-time employees. Where the number of rostered hours varies during any anniversary year, (including where an employee moves from full-time employment to part-time employment and vice versa) entitlements shall be calculated on the average number of ordinary hours worked during the anniversary year.

7.1.12 The provisions of clause 7.1 shall not apply to casual employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' 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. Where the number of rostered hours varies during any anniversary year, (including where an employee moves from full-time employment to part-time employment and vice versa) entitlements shall be calculated on the average number of ordinary hours worked during the anniversary year.
- (g) When an employee is absent on the ground of personal ill health or injury for a period longer than their entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

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.

- (a) 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 reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.
- (b) The provisions of clause 7.2 do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require.
- (c) An employee shall not be required to produce a certificate from a medical practitioner with respect to absences of 2 days or less unless after 2 such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (d) A Permanent Employee who is absent without leave on the day before or the day after any holiday shall be liable to forfeit wages for the public holiday as well as the day of absence, unless the employee can satisfy the employer that they were genuinely ill by producing a certificate from a qualified medical practitioner.

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*

The provisions of clause 7.2 with respect to payment do not apply to employees who are entitled to payment under the *Workcover Queensland Act 1996* nor to employees whose injury or illness is the result of the employee's own misconduct.

7.2.6 The provisions of clause 7.2 do not apply to casual employees.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be 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 1 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 *Unpaid leave*

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 full-time and part-time employees will be entitled to a day off, without deduction of pay, where the employee would ordinarily be rostered to work one of the following public holidays and is not required to perform any duties on that public holiday:

- the 1 st January;
- the 26 th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25 April (Anzac Day);
- The Birthday of the Sovereign;
- Labour Day;
- Christmas Day;
- Boxing Day;
- Exhibition Day or the appropriate regional show day; or
- any additional days gazetted as public holidays, which have not already been listed above; and

any ordinary working day, agreed between the employer and the employee to be treated as a show holiday in a district where a holiday has not been appointed.

7.6.2 Any employee who works on a public holiday will be paid for a minimum period of 4 hours.

7.6.3 All full-time and part-time employees will be paid 250% of the part-time hourly rate for all hours worked on a public holiday. All casual employees will be paid 250% of the casual rate for all time worked on a public holiday. There will not be any extra loadings paid for hours worked on a public holiday.

7.6.4 If there is a substituted day gazetted or proclaimed for a particular public holiday, the following will apply:

- (a) If an employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day is to be their public holiday and receive the standard public holiday benefits for that day. The other day shall then be worked as a normal rostered day, without payment of any additional loadings unless the actual public holiday is 25 December. In this case an employee will be entitled to receive a loading of one-half of an ordinary day's wages for working on that day.
- (b) An employee who is rostered to work the substituted day and not the actual public holiday will receive public holiday loadings for work done on the substituted day. In this case, the employee will not receive any additional pay in relation to the actual public holiday.
- (c) An employee who is required to work on either the actual public holiday or substituted day shall observe the day on which the employee is rostered to work as the public holiday.

7.6.5 A full-time employee whose non-working day falls on a public holiday shall receive, by mutual agreement either:

- (a) an additional day's wages; or
- (b) an additional day's annual leave; or
- (c) another day off with pay within 28 days after the holiday falls or during the week prior to the holiday; or
- (d) an additional day's wages if the employer and the employee are unable to reach agreement on one of the above 3 options:

Provided that a part-time employee will also be entitled to the benefits of clause 7.6.5 if the public holiday falls on a day on which the employee works on any week of their roster cycle.

7.6.6 A part-time employee whose normal roster includes a public holiday shall either be paid for the ordinary hours that would ordinarily have been worked on that day, or receive the appropriate public holiday rate for working that day.

7.6.7 A full-time or part-time employee who is regularly rostered to work Monday to Friday shall not receive the benefit of a public holiday which falls on a Saturday or Sunday unless a substituted day has been prescribed. In this case such an employee shall receive the benefit of the substituted day as prescribed in clause 7.6.4.

7.6.8 The parties to this Award may agree in writing to substitute another day in lieu of any of the days named in clause 7.6.1.

7.6.9 A permanent employee who works ordinary hours on a holiday set out in clause 7.6.1 shall receive either payment at the rate of time and a-half in addition to the ordinary wages for the week, or by mutual agreement, time off work equivalent to 1.5 times the number of hours worked on the holiday. Where the employee is given time off, it shall be without deduction of pay, and shall be taken at a time mutually agreed between the employee and the employer, or at the next occasion the employee takes annual leave, whichever first occurs.

7.7 Jury service

7.7.1 A Permanent Employee shall be allowed leave when required to attend for jury service. During such leave, an employee shall be paid the difference between the jury fees received and the employee's ordinary time earnings as if working.

7.7.2 To receive payment, an employee shall provide to their employer:

- (a) proof of their requirement to attend jury service;
- (b) proof of actual attendance;
- (c) proof of jury fees received for such service.

7.7.3 The employee shall give their employer notice of such requirement to attend as soon as practicable after receiving notification to attend for jury service.

7.7.4 The provisions of clause 7.7 shall not apply to casual employees.

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

8.1 Travelling, transport and fares

8.1.1 Where an employee maintains a motor vehicle and is authorised by the employer to use the vehicle in the performance of their duties, they shall be paid in accordance with the following schedule:

AREA AND DETAILS	ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)	
	Over 1600cc	Under 1600cc
Rate per kilometre	c	c
Metropolitan Area	48	42
Rest of the State	51	45

(a) *Fares, travelling allowances and accommodation* - When an employee is sent from one branch shop to another branch shop the employer shall pay reasonable travelling fares. When an employee is sent by the employer outside the city area to do any work, the employer shall pay reasonable travelling fares and accommodation.

(b) In addition the employer shall pay the employee who is sent from one branch to another outside the city area at the rate of 50 % of the employee's ordinary wage for all time spent by the employee in travelling outside the normal working hours.

(c) Clause 8.1 shall not apply to permanent transfers.

part 9 - training and related matters

9.1 Trainees

9.1.1 The provisions of the *Training Wage Award - State* shall apply to all Trainees employed by employers bound by this Award. (see clause 5.6.3)

9.1.2 The provisions of the *Training and Employment Act 2000* (the Act) shall apply to all Trainees employed by employers bound by this Award.

9.1.3 "Act" means the *Training and Employment Act 2000*.

9.1.4 "Australian Qualifications Framework (AQF)" means a national system of recognition for the issue of vocational credentials.

9.1.5 "Competencies" means the appropriate level of competency attained by the Trainee in accordance with the relevant competency standards.

- 9.1.6 "Competency Based Training" is a way of approaching vocational education and training that places primary emphasis on what a person can actually do as a result of training (outcome) and as such represents a shift away from an emphasis on the processes and time involved in training (the inputs).
- 9.1.7 "Course" shall bear the meaning given to that term in the Act.
- 9.1.8 "Qualification" shall bear the meaning given to that term in the Act.
- 9.1.9 "Trainee" shall bear the meaning given to that term in the Act.
- 9.1.10 "Training Contract" shall bear the meaning given to that term in the Act.
- 9.1.11 "Training Plan" shall bear the meaning given to that term in the Act.
- 9.1.12 "Training Record" shall bear the meaning contained in the *Training and Employment Regulation 2000*.
- 9.1.13 Existing employees may participate in Traineeships. An existing employee shall be required to serve a probationary period in accordance with the Act, however, any existing employee who does not complete that probationary period or their Traineeship for a reason specified in section 60 of the Act, shall be offered reinstatement in accordance with the provisions of that section.
- 9.1.14 Where existing employees commence a Traineeship, the employer shall endeavour to minimise any adverse affects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new Trainees.
- 9.1.15 Existing employees who have been employed by their employer for at least 3 months immediately prior to becoming a Trainee, shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming a Trainee:
- Provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time Trainee shall not be entitled to retain their casual loading.
- 9.1.16 An existing employee shall maintain continuity of employment despite having entered into a Traineeship.
- 9.1.17 Existing employees whose Training Contract is completed and subsequently remain in their employer's employ, shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract. They shall only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.
- 9.1.18 "Pharmacy Traineeship" means a Traineeship that is based on the Community Pharmacy Training Package or other national training package relevant to the Pharmacy Industry.
- 9.1.19 A Trainee shall be engaged as a full-time employee for the nominal period approved by the Training Recognition Council and shall be subject to a satisfactory probation of up to one month.
- Provided that a Trainee may be engaged as a part-time or school based Trainee subject to and in accordance with the relevant order of the Commission.
- 9.1.20 Progression through the AQF Levels shall be based on the successful achievement of the relevant competencies for each qualification as specified within the Qualifications Framework of the Community Pharmacy Training Package, the Training Plan and the Training Record.
- 9.1.21 Assessment of the off job component of training in respect of each AQF Level, shall be undertaken by a registered training provider.
- 9.1.22 Assessment of the on job component of training, in respect to each AQF Level, shall be undertaken by a registered training provider in conjunction with the employer.
- 9.1.23 Where Trainees are experiencing difficulties progressing through the AQF Levels, these difficulties will be addressed through the policy of the Training Recognition Council and the processes of the Act.
- 9.1.24 Any dispute or grievance arising from difficulties in translation, progression through the levels or the achievement of competence shall be addressed through the policy of the Training Recognition Council and the processes of the Act.
- 9.1.25 A Trainee shall be subject to all other terms and conditions of this Award unless otherwise specified.

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

10.1 Amenities

10.1.1 Lunch facilities

Where an employer has more than 6 employees engaged under the terms of this Award, the employer shall provide a suitable area, equipped with tables and chairs, for employees to eat meals and take any breaks.

10.2 Clothing, equipment and tools

10.2.1 Dress and presentation standards

- (a) A Pharmacy's image is an important responsibility borne by all employees. To this end, when at work employees shall be dressed in a neat, tidy and businesslike manner at all times.
- (b) New employees shall be advised of the employer's preferred dress policy at the commencement of employment.
- (c) Any employer who requires an employee to wear a uniform for the purpose of their employment shall supply such uniforms free of charge or pay for its purchase and such uniform shall remain the property of the employer.
- (d) The employer shall launder such uniform provided that the following allowance shall apply where it is mutually agreed that laundering shall be done by the employee:
 - (i) \$2.95 per week for full-time employees;
 - (ii) \$0.60 per day for casual or part-time employees.

10.3 Occupational health and safety

The employers bound by this Award shall maintain a safe and healthy workplace, consistent with their obligations under the *Workplace Health and Safety Act 1995*.

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 their 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 the 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 Trade union training leave

11.3.1 The provisions of clause 11.3 only apply to employers who employ more than 17 Permanent Employees in accordance with this Award.

11.3.2 Subject to clause 11.3 a Union delegate or duly elected or appointed Union representative shall, upon application in writing by the Union, be granted up to 5 days' leave with pay, each calendar year, non cumulative, to attend courses approved or designed and conducted by the Union in Queensland.

11.3.3 The courses to be attended shall be those most suited to the industrial situation pertaining to the Community Pharmacy Industry in Queensland.

11.3.4 A notice to the employer shall be made in writing by the Union and shall include the following details:

- (a) the name of the employee seeking leave,
- (b) the period of time for which leave is sought (including daily commencing and finishing times),
- (c) the title, description and agenda of the course or courses to be attended,
- (d) the place or places where the said course or courses will be held,
- (e) the name of the organisation conducting the said course or courses,
- (f) a copy of the syllabus and curriculum of the course or courses to be attended.

11.3.5 Leave shall be granted by the employer on the dates notified by the Union but shall be subject to the Union giving not less than one, and, where possible, 2, calendar month's notice of the intention to attend such course or such lesser period as may be agreed between the employer, the Union and the employee concerned:

Provided that where the leave is to be taken in the 4 weeks prior to Christmas Day or the 5 weeks after Christmas Day, in the week prior to or after Easter, or a scheduled stocktake, the employer may require that such leave be deferred. In any other exceptional circumstances, for example, the week during which a public holiday falls, the employer may request in writing to the Union to defer and in the event of disagreement, either party may refer the matter to the disputes settlement procedure.

11.3.6 Only employees who have completed 12 months' continuous service with the employer shall be eligible for leave pursuant to clause 11.3. In the case of a new shop opening no leave shall be taken in the first 6 months.

11.3.7 An employee absent from duty in accordance with the provisions of clause 11.3 shall be paid for all ordinary hours of duty at the rate they would have received had they attended for duty.

11.3.8 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.

11.3.9 In the event that a scheduled rostered day off, resulting from a work arrangement established in accordance with this Award, falls within a period of trade union training leave approved pursuant to clause 11.3, no alternative day off shall be substituted in lieu.

11.3.10 Should an employee granted trade union training leave pursuant to clause 11.3 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 11.3 in respect of such trade

union training leave for the period of non-attendance by the employee concerned.

11.3.11 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.

11.3.12 The provisions of clause 11.3 shall not apply to casual employees.

11.4 Union encouragement

11.4.1 Union notices

- (a) An employer covered by this Award shall permit a shop steward or an official of the Union, as the case may be, to post formal Union notices, authorised by the Branch Secretary of the Union or their nominee upon an appropriate notice board.
- (b) Any notice on a notice board not signed by the Branch Secretary or their nominee may be removed by the employer.

11.4.2 Union recognition and membership

- (a) The Pharmacy Guild of Australia (Queensland Branch) and its members acknowledge it is the right of every employee covered by this Award to join the Union.
- (b) The Pharmacy Guild of Australia (Queensland Branch), the Queensland Friendly Societies' Pharmacies Association, the Retailers' Association of Queensland Limited, Union of Employers and their members and the Union note that all the terms and conditions of employment contained in this Award have been negotiated on a collective basis for the benefit of Community Pharmacies in Queensland.
- (c) For the duration of this Award, the Union will be recognised by Community Pharmacies as being a Union that has representation of all employees bound by this Award.
- (d) The Guild undertakes to promote in a positive manner union membership by recommending to its members that their employees join the Union and the employers provide them with a membership form for the Union at the point of recruitment.
- (e) On engagement, all employees will be given a notice by the employer informing them they are working in accordance with an Award which contains benefits and wage rates that have been negotiated for them between the Pharmacy Guild of Australia (Queensland Branch) and the Union.
- (f) Where any employer and the Union reach mutual agreement, the employer undertakes upon authorisation to deduct Union membership dues, as levied by the Union in accordance with its rules, from the pay of employees who are members of the Union and who sign a deduction authority. Such monies shall be forwarded to the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts. Each employer is free to reach such agreement free from intimidation of any sort from the Union, the Pharmacy Guild of Australia (Queensland Branch) or other employers.

Dated 17 June 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 18 August 2003