

Pharmacy Industry Award 2010 (MA0000012)

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Part 1—Application and Operation

1. Title

This award is the *Pharmacy Industry Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

community pharmacy means any business conducted by the employer in premises:

- that are registered under the relevant State or Territory legislation for the regulation of pharmacies; and
- that are established either in whole or in part for the compounding or dispensing of prescriptions or for vending any medicines or drugs; and
- where other goods may be sold by retail

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

standard rate means the minimum weekly wage for a Pharmacy Assistant Level 3 in clause 17. Where an allowance is specified as payable on an hourly basis, a reference to **standard rate** means 1/38th of the weekly wage referred to above.

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

- 4.1** This award covers employers throughout Australia in the community pharmacy industry and their employees in the classifications listed in clause 16 of this award to the exclusion of any other modern award. The award does not cover employment in a pharmacy in hospitals, nursing homes and institutions providing an in-patient service.
- 4.2** The award does not cover an employee excluded from award coverage by the Act.
- 4.3** The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.
- 4.4** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 7.4** For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
 - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment, major changes in composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed to not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

- 10.1** Employees under this award will be employed in one of the following categories:
- full-time employees;
 - part-time employees; or
 - casual employees.
- 10.2** At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

11. Full-time employees

A full-time employee is an employee who is engaged to work an average of 38 hours per week.

12. Part-time employees

12.1 A part-time employee is an employee who:

- (a) works less than 38 hours per week; and
- (b) has reasonably predictable hours of work.

12.2 At the time of engagement, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work;
- (c) the actual starting and finishing times of each day;
- (d) that any variation will be in writing;
- (e) that their minimum daily engagement is three hours;
- (f) all time worked in excess of agreed hours is paid at the overtime rate; and
- (g) the times of taking and the duration of meal breaks.

12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

12.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.

12.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

12.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.

12.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

12.8 Rosters

- (a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee.
- (b) Rosters will not be changed from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.

12.9 Award entitlements

A part-time employee will be entitled to payments in respect of annual leave, public holidays, sick leave and bereavement leave arising under the NES, or this award, on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.

12.10 Conversion of existing employees

No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.

13. Casual employment

13.1 A casual employee is an employee engaged as such and who does not have an expectation or entitlement to reasonably predictable hours of work.

13.2 A casual will be paid both the actual hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.

13.3 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

13.4 The minimum daily engagement of a casual is three hours.

14. Termination of employment

14.1 Notice of termination is provided for in the NES.

14.2 Notice of termination by an employee:

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by the clause less any period of notice actually given by the employee.

14.3 Job search entitlement

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

15. Redundancy

15.1 Redundancy pay is provided for in the NES.

15.2 Transfer to lower paid duties

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

15.3 Employees leaving during notice period

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

15.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 14.3.

15.5 Transitional provisions

- (a) Subject to clause 15.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.

Part 4—Classifications and Wage Rates

16. Classifications

- 16.1** All employees covered by this award must be classified according to the structure set out in Schedule A. Employers must advise their employees in writing of their classification and of any changes to their classification.
- 16.2** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

17. Minimum weekly wages

Classifications	Per week \$
Pharmacy Assistants	
Level 1	600.00
Level 2	615.00
Level 3	637.60
Level 4	665.00
Pharmacy Trainees	
First half of training	637.60
Second half of training	665.00
Pharmacy Students	
1st year of course	550.00
2nd year of course	570.00
3rd year of course	600.00
4th year of course	620.00
Pharmacist	793.00
Experienced Pharmacist	871.00
Pharmacist in Charge	892.00
Pharmacist Manager	997.00

18. Junior rates

Junior employees will be paid the following percentage of the appropriate wage rate in clause 17:

Age	% of weekly wage
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

19. Allowances

19.1 Meal allowance

- (a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours notice, will be either provided with a meal or paid a meal allowance of \$14.30. Where such overtime work exceeds four hours a further meal allowance of \$12.80 will be paid.
- (b) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.

19.2 Special clothing

- (a) Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.
- (b) Where an employee is required to launder any special uniform, dress or other clothing, the employer will arrange for its cleaning or the employee will be paid an allowance of \$6.10 per week.

19.3 Transfer of employee reimbursement

Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.

19.4 Transport allowance

Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.74 per kilometre.

19.5 Transport of employees reimbursement

Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and or from the employee's usual place of residence at no cost to the employee.

19.6 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

19.7 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance shall be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Special clothing allowance	Clothing and footwear group
Transport allowance	Private motoring sub-group

20. Accident make-up pay

20.1 Except in relation to clause 20.12 this clause only applies in Victoria and ceases to apply on 31 December 2014.

20.2 Entitlement to accident make-up pay

Where an employee becomes entitled to weekly compensation payments under the Accident Compensation Act 1985 (the AC Act), the employer will pay to the employee an amount equivalent to the difference between:

- (a) the level of weekly compensation and any weekly wages earned or able to be earned if totally or partially incapacitated; and
- (b) the amount that would have been payable under this award for the classification of work if the employee had been performing their normal duties, provided that such rate will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.

20.3 Accident make-up pay will not apply:

- (a) in respect of any injury during the first seven consecutive days (including non working days) of incapacity; or
- (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.

20.4 Entitlement to accident make-up pay continues (subject to clause 20.7) on termination of an employee's employment where such termination:

- (a) is by the employer other than for reasons of the employee's serious and/or wilful misconduct; or
- (b) arises from a declaration of liquidation of the employer, in which case the employee's entitlement in the absence of agreement will be referred to the Australian Industrial Relations Commission.

20.5 Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident make-up pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

20.6 Maximum period of payment

The maximum period or aggregate period of accident make-up to be made by an employer will be a total of 39 weeks for any one injury.

20.7 Absences on other paid leave

An employee will not be entitled to payment of accident make-up pay in respect of any period of other paid leave of absence.

20.8 Variation in compensation rates

Any changes in compensation rates under the AC Act will not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged.

20.9 Medical examination

- (a) In order to receive entitlement to accident make-up pay an employee will conform to the requirements of the AC Act as to medical examination.
- (b) Where, in accordance with the AC Act, a medical referee gives a certificate as to the condition of the employee and fitness for work, or specifies work for which the employee is fit and such work is made available by the employer, accident make-up pay will cease from the date of such refusal or failure to commence the work.

20.10 Redemption of weekly payments

When there is a redemption of weekly compensation payments made under the AC Act the employer's liability to pay accident pay will cease as from the date of such redemption.

20.11 Death of employee

All rights to accident pay will cease on the death of an employee.

20.12 Accident pay

- (a) Subject to clause 20.12(b) an employee is entitled to accident pay in accordance with the terms of:
 - (i) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
 - (ii) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.
- (b) The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.
- (c) This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds:

- (a) Retail Employees Superannuation Trust (REST); or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

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

22. Payment of wages

Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.

23. Supported wage system

See Schedule B.

24. National training wage

See Schedule C.

Part 5—Ordinary Hours of Work

25. Hours of work

25.1 This clause does not operate to limit, increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.

25.2 Ordinary hours

- (a) Ordinary hours may be worked, within the following spread of hours:

Days	Spread of Hours
Monday to Sunday	7.00 am – midnight

- (b) Hours of work on any day will be continuous, except for rest pauses and meal breaks and must not be more than 12 hours per day.

25.3 38 Hour week rosters

A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:

- (a) 38 hours in one week;
- (b) 76 hours in two consecutive weeks;
- (c) 114 hours in three consecutive weeks; or
- (d) 152 hours in four consecutive weeks.

26. Overtime

26.1 Reasonable overtime

- (a) Subject to clause 26.1(b) an employer may require an employee other than a casual to work reasonable overtime at overtime rates in accordance with the provisions of this clause.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

26.2 Overtime and penalty rates

(a) Overtime

Hours worked in excess of the ordinary number of hours of work prescribed in clause 25.3 are to be paid at time and a half for the first two hours and double time thereafter.

(b) Morning and Evening work Monday to Friday

A loading of 50% (casuals 75%) will apply for ordinary hours worked before 8.00 am and a loading of 25% (casuals 50%) for hours between 7.00 pm to 9.00 pm. A loading of 50% will apply to ordinary hours worked from 9.00 pm to midnight (casuals 75%).

(c) Saturday work

A loading of 100% (casuals 125%) will apply for ordinary hours worked before 8.00 am, and a loading of 25% (casuals 50%) will apply for ordinary hours of work from 8.00 am to 6.00 pm on a Saturday. A loading of 50% (casuals 75%) will apply from 6.00 pm to 9.00 pm, and a loading of 75% (casuals 100%) for hours from 9.00 pm to midnight.

(d) Sunday work

A 100% (casuals 125%) loading will apply for all hours of work on a Sunday.

26.3 Time off in lieu of payment

- (a)** Time off in lieu of payment for overtime may be provided if an employee so elects and it is agreed by the employer.
- (b)** Such time off in lieu will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.
- (c)** Time off in lieu will equate to the overtime rate i.e. if the employee works one hour overtime and elects to take time off in lieu of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.

27. Breaks

27.1 All employees working four or more ordinary hours on any day will be entitled to a 10 minute paid rest pause.

27.2 All employees working more than five ordinary hours on any day will 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.

27.3 All employees working 7.6 or more ordinary hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and no greater than one hour duration plus two 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 five 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 break.

Part 6—Leave and Public Holidays

28. Annual leave

28.1 Annual leave is provided for in the NES.

28.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the NES, a “shiftworker” is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

28.3 Annual leave loading

During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17 of this award. Annual leave loading payment is payable on leave accrued.

The loading will be as follows:

- (a) Day work: Employees who would have worked on day work only had they not been on leave – 17.5% or the relevant weekend penalty rates, whichever is the greater but not both.
- (b) Shiftwork: Employees who would have worked on shiftwork had they not been on leave – a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

28.4 Paid leave in advance of accrued entitlement

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee’s accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

29. Personal/carer’s leave and compassionate leave

29.1 Personal/carer’s leave and compassionate leave are provided for in the NES.

29.2 For the purposes of section 48(3) of the NES, an employee is entitled to a maximum of one single day absence a year for leave of the kind in s.39(a) of the NES (unfit for work because of personal illness or injury) without being required to provide a statutory declaration as to the reasons for such absence. Where any absence exceeds three consecutive days the employer may require the production of a medical certificate of a legally qualified medical practitioner.

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29.3 Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency. Such leave is unpaid. A minimum of 48 hours absence is allowed by right with additional absence by agreement. An employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause.

30. Public holidays

30.1 Public holidays are provided for in the NES.

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

30.3 Work on a public holiday must be compensated by payment at the rate of 250% of the minimum rate. A casual employee must be paid 250% of the casual rate.

31. Community service leave

31.1 Community service pay is provided for in the NES.

Schedule A—Classification Definitions

- A.1 Pharmacy Assistant Level 1** is an employee who has commenced employment in a community pharmacy and is in the process of acquiring the competencies listed for a holder of Certificate I in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.
- A.2 Pharmacy Assistant Level 2** is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.
- A.3 Pharmacy Assistant Level 3** is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level. A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2. A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3.
- A.4 Pharmacy Assistant Level 4** is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy 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.
- A.5 Pharmacist** is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.
- A.6 Experienced Pharmacist** is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.
- A.7 Pharmacist in Charge** is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.
- A.8 Pharmacist Manager** is a pharmacist who is responsible to the proprietor for all aspects of the business.