

# Retail Pharmacists' Award, 2004

## 1. - AWARD STRUCTURE

### 1.1 - TITLE

This Award shall be known as the Retail Pharmacists' Award, 2004 and shall replace and supersede the Retail Pharmacists' Award 1966, No 23 of 1965.

### 1.2 - ARRANGEMENT

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### 1.3 - AREA

This Award shall operate throughout the State of Western Australia.

### 1.4 - SCOPE

This Award shall apply to all workers registered as Pharmaceutical Chemists pursuant to the Pharmacy Act, 1964, and trainees employed in retail pharmacies and/or dispensaries, in the classifications described in 4.2 of this Award.

### 1.5 - TERM

The term of this Award shall be for a period of one year as from the beginning of the first pay period commencing after the date of issue of this Award.

#### 1.6 - DEFINITIONS

- 1.6.1 "Association or Union" shall mean the Salaried Pharmacists' Association Western Australia (Union of Workers) or the Health Services Union of Western Australia (Union of Workers).
- 1.6.2 "Casual employee" means an employee who is engaged and advised by the employer of the employment conditions prior to being engaged and there is no entitlement to paid leave except for bereavement leave and is paid as such but does not include employees within the definition of part-time employee as defined in this clause, but may include an employee who is employed to replace the proprietor or other permanent employee for a fixed period of employment.
- 1.6.3 "Commission" shall mean the Western Australian Industrial Relations Commission.
- 1.6.4 "Continuous service" means service under an unbroken contract of employment and includes:
- (a) any period of leave taken in accordance with this Award;
  - (b) any period of leave or absence authorised by the employer or by an employment agreement; and
  - (c) any period of leave or absence on account of illness, disease or injury.
- 1.6.5 "de facto partner" means a person of either opposite or same sex who is co-habiting with another person as that person's partner on a bona fide domestic basis, although not actually married to that person, as if for all intents and purposes they are lawfully married.
- 1.6.6 "Experienced pharmacist" means a pharmacist who has gained a minimum of four years' full-time experience, or the part-time equivalent, as a community pharmacist.
- 1.6.7 "Full-time employee" means a permanent employee who is engaged to work for an average of 38 hours or more per week.
- 1.6.8 "Guild" means the Pharmacy Guild of Australia Western Australian Branch, an industrial organisation of employers.
- 1.6.9 "Ordinary rate" or ordinary rate of pay shall mean the appropriate rate set out in 4.2 per week of 38 hours.
- 1.6.10 "Ordinary pay" in relation to any employee means the remuneration for the employee's normal weekly number of ordinary hours of work calculated at the ordinary rate of pay and in addition shall include penalty rates relating to ordinary hours of work, but shall not include overtime.
- 1.6.11 "Part-time employee" means a permanent employee who is engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment and who is engaged to work an average of less than 38 hours per week and receives entitlements pro-rata.
- 1.6.12 "Permanent employee" means an employee other than a casual employee.
- 1.6.13 "Pharmacy Act" shall mean the Pharmacy Act 1964 as amended.
- 1.6.14 "Pharmacist" means a person who is registered as a pharmaceutical chemist pursuant to the Pharmacy Act 1964.
- 1.6.15 "Pharmacist" after first year of experience means a pharmacist who has gained a minimum 1824 hours' relevant experience in community pharmacies.

- 1.6.16 "Pharmacist Manager" means a pharmacist who is responsible to the proprietor for all aspects of the business.
- 1.6.17. "Pharmacist-in-Charge" means a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.
- 1.6.18 "Pharmacy student" means a person who is undertaking an accredited course of study leading to the degree of Bachelor of Pharmacy.
- 1.6.19 "Pharmacy trainee" means a person who has satisfied the examination requirements for the degree of Bachelor of Pharmacy and is engaging in the period of pre-registration training required under the Pharmacy Act.
- 1.6.20. "500 Hour Student" means a person who is undertaking an accredited course of study leading to a degree of Bachelor of Pharmacy and who enters into an Articles of Traineeship with the Pharmacy Council of Western Australia to complete the first 500 hours of the employees' pre-registration training in a Pharmacy prior to satisfying the examination requirements for the degree of Bachelor of Pharmacy.

#### 1.7 - PROHIBITION OF CONTRACTING OUT OF AWARD

All employees covered by the terms of this Award shall be paid not less than the wages prescribed by this Award and shall work in accordance with provisions not less advantageous to them than the provisions of this Award, notwithstanding anything that may be determined to the contrary by the employer, or by the employer in agreement with the employee.

#### 1.8 - EFFECT OF MINIMUM CONDITIONS OF EMPLOYMENT ACT ON THIS AWARD

All employees covered by the terms of this Award, other than those who may be engaged and paid on piece-rates shall be entitled to conditions of employment no less favourable than those conditions provided under the Minimum Conditions of Employment Act 1993.

### 2. - CONTRACT OF EMPLOYMENT

#### 2.1 - TERMINATION OF EMPLOYMENT

##### 2.1.1 Notice of termination by employer

In order to terminate the employment of an employee the employer must give to the employee the period of notice specified below:

- (a) A Pharmacist Manager shall receive four weeks' notice; and
- (b) Any other employee shall receive:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

2.1.2 In addition to the notice in 2.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.

2.1.3. Payment in lieu of the prescribed notice in 2.1.1(a) and 2.1.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee

working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

2.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, (for example) allowances, loading and penalties; and
- (c) ) any other amounts payable under the employee's contract of employment.

2.1.5. The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual employees.

2.1.6 Continuous service is defined in 1.6.4.

2.1.7 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in 2.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received in accordance with 2.1.4.

2.1.8. Job search entitlement

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

2.1.9. Transmission of business

Where a business is transmitted from one employer to another, as set out in 2.4.7 the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 2.2 - TERMS OF EMPLOYMENT

2.2.1. An employee shall be employed under a classification prescribed by this Award either as a permanent or a casual employee.

2.2.2. A casual employee shall be employed by the hour.

- 2.2.3. Employees employed on a part-time basis shall be paid for the hours worked at an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification. Part-time employees shall accrue leave entitlements except Bereavement Leave on a pro rata basis and be entitled to the appropriate overtime and penalty rates that apply to full-time employees.
- 2.2.4. Part-time employees shall be entitled to Bereavement Leave in accordance with 6.4
- 2.2.5. At the time of engagement the employer will provide the employee with a written document containing the following details:
- (a) the commencement date of employment;
  - (b) the classification and wages of the employee;
  - (c) whether the employment is on a full-time, part-time or casual basis;
  - (d) the arrangement for the payment of wages;
  - (e) the daily or weekly hours of work, including the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day;
  - (f) any agreement in relation to the taking of annual leave; and
  - (g) a position description.
- 2.2.6. An employee will confirm within 7 days the terms of employment by signing the document. Both the employer and the employee will retain a copy of the document.
- 2.2.7. Where agreement is reached to vary the regular pattern of work such variation shall be in writing.

### 2.3 - CASUAL EMPLOYEES

- 2.3.1. A casual employee shall be paid at the appropriate rate prescribed in 4.2 plus an additional loading of 20 per cent.
- 2.3.2. Casual employees shall receive the same penalty rates as full-time and part-time employees in addition to the casual loading.
- 2.3.3. Casual employees shall be paid at overtime rates for all work in excess of ordinary hours of work.
- 2.3.4. Where a casual employee cannot conveniently return home on completion of a day's work, suitable accommodation shall be arranged and paid for by the employer. In addition the employee shall be reimbursed fares expended in travelling to the job, and in returning to home on its completion.

### 2.4 - INTRODUCTION OF CHANGE

- 2.4.1. Definitions
- (a) "Business" includes trade, process, business, or occupation and includes part of any such business.
  - (b) "Redundancy" means being no longer required by an employer to continue doing a job because the employer has decided that the job will not be done by any person..
  - (c) "Small employer" means an employer who employs fewer than 15 employees.
  - (d) "Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

- (e) “Week’s pay” means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- (i) Overtime;
  - (ii) Allowances;
  - (iii) Meal supervision payments;
  - (iv) Bonuses; and
  - (v) Any other ancillary payments of a like nature.

#### 2.4.2 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 in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### 2.4.3 Severance Pay

- (a) Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 2.4.1(c), whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) Severance pay – employees of a small employer

An employee of a small employer as defined in 2.4.1(c) whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

\* Week's pay is defined in 2.4.1(e).

- (c). Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (d) Continuity of service shall be calculated in the manner prescribed by 1.6.4. Provided that service prior to 8th June 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 2.4.3 (b).

#### 2.4.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in 2.1. In this circumstance the employee will be entitled to receive the benefits and payments the employee would have received under this clause had the employee remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 2.4.5 Alternative employment

- (a) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (b) This provision does not apply in circumstances involving transmission of business as set in 2.4.7.

#### 2.4.6. Job search entitlement

- (a) During the period of notice of termination given by the employer in accordance with 2.1.1 an employee shall be allowed up to one day's time off without loss of payment 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.
- (c) The job search entitlements in accordance with 2.4.6 (a) and (b) apply in lieu of the provisions of 2.1.8.

#### 2.4.7 Transmission of business

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



- (d) The Commission may vary the arrangements set out in 2.4.7 (c) if it is satisfied that this provision would operate unfairly in a particular case.

#### 2.4.8 Employees exempted

This clause does not apply to:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) Probationary employees;
- (c) Trainees;
- (d) Employees engaged for a specific period of time or for a specified task or tasks; or
- (e) Casual employees.

#### 2.4.9. Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 2.4.10. Employment changes with significant effect - defined

- (a) For the purposes of this Award, an action of an employer has a significant effect on an employee if :
  - (i) there is to be a major change in the :
    - (A) composition, operation or size of; or
    - (B) skills required in,the employer's work-force that will affect the employee;
  - (ii) there is to be elimination or reduction of :
    - (A) a job opportunity;
    - (B) a promotion opportunity; or
    - (C) job tenure,for the employee;
  - (iii) the hours of the employee's work are to significantly increase or decrease;
  - (iv) the employee is to be required to be retrained;
  - (v) the employee is to be required to transfer to another job or work location; or
  - (vi) the employee's job is to be restructured.

#### 2.4.11. Employee to be informed of changes with significant effect

- (a) Where an employer has decided to :
  - (i) take action that is likely to have a significant effect on an employee; or

- (ii) make an employee redundant,

the employee and the union and or the association is entitled to be informed by the employer, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be, and discuss with the employer the matters mentioned in 2.4.11 (b).

- (b) The matters to be discussed are:

- (i) the likely effects of the action or the redundancy in respect of the employee; and
- (ii) measures that may be taken by the employee or the employer to avoid or minimize a significant effect,

as the case requires.

#### 2.4.12. Employer not bound to disclose prejudicial information

- (a) Nothing in this Award requires an employer, when providing information or holding a discussion under 2.4.11(a) to disclose information that may seriously harm:
  - (i) the employer's business undertaking; or
  - (ii) the employer's interest in the carrying on, or disposition, of the business undertaking

### 3. - HOURS OF WORK

#### 3.1 - HOURS, OVERTIME AND PENALTY RATES

##### 3.1.1 Hours of Work

- (a) The ordinary hours of work shall not exceed an average of 38 per week to be worked in any one of the following forms:
  - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) Ordinary hours of work may be worked between the hours of 7.00 am to midnight Monday to Sunday and shall not exceed twelve hours on any one day.
- (c) All employees shall be paid a minimum of three hours for each start.
- (d) By agreement between an employer and employee the minimum number of hours for each start may be less than three in situations where:
  - (i) The Pharmacy is open for business for less than three hours on a particular day; or
  - (ii) Where a pharmacist is employed to provide meal break relief for an existing pharmacist working as a sole pharmacist.
- (e) There shall be not less than a ten hour break between finishing work (including overtime) on one day and the commencement of work on the next day.

- (f) Where a pharmacist is required to remain on the premises during a meal break the period of the meal break shall be counted as time worked and be included in the calculation of the twelve
- (g) Where an employee voluntarily remains on the premises for the duration of a meal break the time shall not be counted as time worked in the calculation of 38 hours per week.

### 3.1.2 Overtime

- (a) An employee shall be paid overtime for all work:
  - (i) in excess of twelve hours per day or an average of 38 hours per week in accordance with 3.1.1;
  - (ii) performed outside rostered hours.
- (b) Overtime shall be paid for as follows:
  - (i) Monday to Saturday inclusive at the rate of time and a half for the first two hours and double time thereafter.
  - (ii) All overtime on Sunday shall be paid at the rate of double time.
  - (iii) For the purpose of assessing overtime each day shall stand-alone.
- (c) Where an employee is working overtime within the spread of ordinary hours, which attract a penalty rate then, the higher of the overtime or penalty rate applies to all such hours.

### 3.1.3. Time off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the overtime rate.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked where such time has not been taken within four weeks of accrual.

### 3.1.4. Penalty Rates

- (a) The following penalty rates shall be paid to all employees in respect to ordinary hours of work:
 

<b>Monday to Saturday inclusive:</b>	
Between 7.00am and 8.00am	the ordinary rate of pay plus 25%
Between 9.00pm and midnight	the ordinary rate of pay plus 25%
<b>Sunday</b>	
Between 7.00am and midnight	the ordinary rate of pay plus 25%
<b>Public holidays</b>	
Between 7.00am and midnight	the ordinary rate of pay plus 50%
- (b) All times worked between midnight and 7.00 am shall be paid at double time.

### 3.1.5 Time off in lieu of Penalty Payments

Where an employer and employee agree, time off at the penalty equivalent, or any part of it, may be taken in lieu of penalty payments. Provided that such time off is taken within 28 days or is accumulated and added to the period of annual leave.

### 3.1.6 Reasonable Hours

- (a) Subject to 3.1.6 (b) an employer may require any full time or regular part-time employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (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 the employee's intention to refuse it; and
  - (v) any other relevant matter.

## 3.2 - MEAL BREAKS, REST PERIODS AND MEAL ALLOWANCE

- 3.2.1 In normal circumstances, an employee is required to take a meal break of at least thirty minutes not more than five hours after commencing work, or any subsequent period of five hours.
- 3.2.2 The meal break need not be taken if the employee is within one hour of finishing work.
- 3.2.3 A meal allowance of \$10.66 shall be paid where a meal break is required to be taken between a period of ordinary time and overtime or during a period of overtime.
  - (a) The meal allowance need not be paid if 24 hours' notice of the requirement to work overtime is given.
  - (b) The meal allowance rate may be adjusted in accordance with the CPI national component for meals out and takeaway meals, ABS Catalogue 6401.0.
- 3.2.4 An employee who is required to work beyond five hours without a meal break must be paid at time and a half until a meal break is allowed.
- 3.2.5 An employee who is required to take a meal break on the premises for the purpose of attending to urgent matters requiring the input of a qualified pharmacist, shall be paid at time and a half for the period of the meal break and such time shall be treated as time worked.
- 3.2.6 Employees shall be allowed a rest period of ten minutes each morning and afternoon and at the commencement of the final hour of work if a meal break is not taken in accordance with 3.2.1 and 3.2.2.

## 4. - RATES OF PAY

### 4.1 - MINIMUM ADULT AWARD WAGE

- 4.1.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 4.1.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$779.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$779.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

- 4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- 4.1.4 Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 4.1.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.1.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.1.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 4.1.8 Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- 4.1.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2021 State Wage order decision. Any increase arising from the insertion of the minimum wage will 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 above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- 4.1.10 Adult Apprentices
  - (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$665.60 per week.
  - (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.

- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

#### 4.2 - WAGES

##### 4.2.1 Classifications

	<b>Award Rate Per Week \$</b>
<b>Pharmacist Manager</b>	
(a) Grade 3	1411.60
(b) Grade 2	1339.30
(c) Grade 1	1266.90
<b>Pharmacist-in-Charge</b>	
(a) Grade 2	1218.50
(b) Grade 1	1194.40
<b>Pharmacist</b>	1126.50
<b>Trainee - First Half of traineeship</b>	887.40
<b>Trainee - Second Half of traineeship</b>	958.60
<b>Pharmacy Students</b>	
First Year	743.50
Second Year	790.80
Third Year	837.90
Fourth Year	861.50

Note: Should an adult be employed as a first year student then that employee shall receive no less than the wage prescribed in 4.1.2.

- 4.2.2 "500 Hour Student" means a person who is undertaking an accredited course of study leading to a degree of Bachelor of Pharmacy and who enters into an Articles of Traineeship with the Pharmacy Council of Western Australia to complete the first 500 hours of the employees' pre-registration training in a Pharmacy prior to satisfying the examination requirements for the degree of Bachelor of Pharmacy.

The minimum rates of pay for a 38 hour week for a 500 hour Student undertaking the first 500 hours of pre- registration training shall be:

500 hour student 609.00

- 4.2.3 "Pharmacist-in-Charge Grade 1" means a Pharmacist-in-Charge of more than 10 but not more than 20 other employees.
- 4.2.4 "Pharmacist-in-Charge Grade 2" means a Pharmacist-in-Charge of more than 20 other employees.
- 4.2.5 Pharmacist

- (a) The registered pharmacist commencement level. A pharmacist is professionally responsible for the dispensing of prescriptions in accordance with the Pharmacy Act.
- (b) Duties and responsibilities shall include, but shall not be limited to:
  - (i) dispensing prescriptions in accordance with the requirements of relevant legislation, counselling patients where necessary, Pharmaceutical Benefits Scheme return preparation, Dangerous Drugs stock control, cashing up, supervision of supply of scheduled items.
  - (ii) a pharmacist may in the course of employment be placed in charge of not more than ten other employees and be required to perform such other tasks in a pharmacy as are incidental to being in charge of others, but who shall not be required to perform substantial management tasks.

#### 4.2.6 Pharmacist Manager

- (a) A Pharmacist Manager is employed as the pharmacist in control of the business. Pharmacy Managers are totally responsible to the proprietor for all aspects of the business, including rostering of staff, hiring and firing of staff, full business administration and profit and performance, and strategic planning.
- (b) Pharmacist Managers will be graded as follows:
  - (i) Grade 1: Manages a small pharmacy where the equivalent full-time supervised staff (EFTS) is two or less.
  - (ii) Grade 2: Manages a medium pharmacy where the EFTS is more than two but less than five.
  - (iii) Grade 3: Manages a large pharmacy where the EFTS is five or more.
  - (iv) Equivalent Full-Time Supervised Staff is calculated according to the following formula:

a/b = c where:

- a = The total number of hours ordinarily worked by pharmacy assistants in the pharmacy;
- b = The total number of hours the pharmacy is ordinarily open for business; and
- c = The number of equivalent full-time supervised staff.

4.2.7 Employees shall be classified and graded according to the work level standards and the grading arrangements as set out in 4.2.1.

4.2.8. Where a pharmacist is required, at the direct request of the owner or manager, to be in charge of a shop for a period in excess of four continuous hours in any one day, the employee shall be paid at the rate for the relevant category of pharmacist-in-charge for the period of time so worked.

4.2.9 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

#### 4.2.10. Part-time employees

Part-time employees shall be paid an hourly rate calculated on the basis of 4.2.1 and 4.2.9, for the classification involved.

#### 4.2.11 Payment of wages

Payment of wages shall be made weekly, fortnightly or monthly according to the contract of employment, or the work cycle in accordance with 3.1.1, or as otherwise agreed between the employer and the employee.

- 4.2.12 The rates of wages as set out in 4.2.1 are to be increased by the full arbitrated safety net adjustments.

The rates of pay in this Award include arbitrated safety net adjustments available since December 1993 until the commencement of the first pay period commencing on or after 1 July 2007 under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

#### 4.3 - ANNUALISED SALARY

- 4.3.1 An annualised salary for employees designated Salaried Pharmacist, Salaried Pharmacist-in-Charge or Salaried Pharmacist Manager may be developed. Such salary may be inclusive of overtime, penalty rates, payments for public holidays taken, annual leave taken, annual leave loading, meal allowance, recall allowances and meal break on call entitlements. Provided that the annual salary paid over a year was sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with when calculated on an individual basis according to the hours worked.
- 4.3.2 Provided that in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award entitlements had been complied with.
- 4.3.3 When payment in accordance with this clause is adopted, the employer shall keep a daily record of hours worked by the employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least seven years.

#### 4.4 - SALARY PACKAGING

Subject to meeting all necessary legislative requirements, an employer and an employee may agree to substitute non-cash benefits in lieu of a proportion of the salary prescribed in 4.3.

### 5. - ALLOWANCES AND FACILITIES

#### 5.1 - ALLOWANCES

- 5.1.1 Garment allowance

Where an employee is required to wear a uniform the employer shall arrange for its cleaning or shall pay the employee an allowance of \$1.62 per day.

- 5.1.2 Vehicle allowance

Where an employee is required to use the employee's own vehicle in the performance of the employees' duties an allowance shall be paid as follows:

Engine Capacity (cc)

Up to 1600

52.3 cents per kilometre



1601 to 2600	59.6 cents per kilometre
Over 2601	61.6 cents per kilometre

### 5.1.3 Adjustment to Allowances

The allowance in 5.1.1 and 5.1.2 shall be increased by a percentage derived as follows:

Divide the monetary safety net increase by the rate of pay for the Pharmacists' classification immediately prior to the application of the safety net increase to the award rate and multiply by 100.

### 5.1.4 Late travel

When an employee, after having worked overtime for which the employee is not regularly rostered, finishes work at a time when the regular mode of transport or reasonable alternative means of transport is not available the employer shall pay for a taxi to the employee's usual place of residence.

### 5.1.5 Expenses and accommodation

The employer shall make suitable arrangements to cover all reasonable expenses incurred by an employee required to travel in the course of the employee's employment. Accommodation provided by an employer should be of an acceptable standard and suitable arrangements made for all meals whilst travelling on the employer's business. Arrangements established by an employer shall be discussed with the employee prior to the incurring of any expense.

### 5.1.6 Recall allowance

Unless otherwise agreed an employee recalled to work for any reason, before or after completing the employees normal roster or on a day in which the employee did not work, shall be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.

The time worked shall be calculated from the time the employee leaves home until the time the employee returns home.

## 5.2 - LOCATION ALLOWANCES

5.2.1 Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$22.70
Argyle	\$60.80
Balladonia	\$23.50
Barrow Island	\$39.50
Boulder	\$9.70
Broome	\$36.50
Bullfinch	\$10.60
Carnarvon	\$18.70
Cockatoo Island	\$40.00
Coolgardie	\$9.70
Cue	\$23.30
Dampier	\$31.80
Denham	\$18.70
Derby	\$37.90
Esperance	\$6.60
Eucla	\$25.40

Exmouth	\$33.40
Fitzroy Crossing	\$46.10
Halls Creek	\$53.30
Kalbarri	\$8.10
Kalgoorlie	\$9.70
Kambalda	\$9.70
Karratha	\$38.20
Koolan Island	\$40.00
Koolyanobbing	\$10.60
Kununurra	\$60.80
Laverton	\$23.20
Learmonth	\$33.40
Leinster	\$22.70
Leonora	\$23.20
Madura	\$24.50
Marble Bar	\$59.00
Meekatharra	\$20.10
Mount Magnet	\$25.20
Mundrabilla	\$25.00
Newman	\$21.80
Norseman	\$20.10
Nullagine	\$58.90
Onslow	\$39.50
Pannawonica	\$29.60
Paraburdoo	\$29.40
Port Hedland	\$31.60
Ravensthorpe	\$11.90
Roebourne	\$44.00
Sandstone	\$22.70
Shark Bay	\$18.70
Southern Cross	\$10.60
Telfer	\$54.20
Teutonic Bore	\$22.70
Tom Price	\$29.40
Whim Creek	\$37.80
Wickham	\$36.50
Wiluna	\$22.90
Wyndham	\$56.90

5.2.2 Except as provided in 5.2.3, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in 5.2.1;
- (b) a partial dependant shall be paid the allowance prescribed in 5.2.1 plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

5.2.3 Where an employee:

- (a) is provided with board and lodging by their employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66<sup>2</sup>/<sub>3</sub> per cent of the allowances prescribed in 5.2.1.

- 5.2.4 Subject to 5.2.2, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- 5.2.5 Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- 5.2.6 Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- 5.2.7 For the purposes of this clause:
- (a) “Dependant” shall mean:
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) “Partial Dependant” shall mean a “dependant” as prescribed in 5.2.7 (a) who receives a location allowance which is less than the location allowance prescribed in 5.2.1 of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- 5.2.8 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 5.2.1 shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- 5.2.9 Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

## 6. - LEAVE

### 6.1 - ANNUAL LEAVE

- 6.1.1. Employees are entitled to four weeks' annual leave per annum without loss of ordinary pay.
- 6.1.2. Entitlement under 6.1.1 accrues pro-rata on a weekly basis at the rate of 2.923 hours for each completed week of continuous service.
- 6.1.3. Employees will be paid an additional loading of 17½% of their ordinary pay.
- 6.1.4. Subject to 6.1.5, this leave is to be taken at a mutually convenient time within six months of becoming due or as otherwise agreed between the employer and the employee. Where agreement cannot be reached, the employer may direct the employee to take leave with one month's notice.
- 6.1.5. Where an employee's leave has accrued for more than 12 months and the employer and employee have not agreed when the employee is to take their annual leave, where the employee gives at least two weeks'

notice of the period during which they intend to take their leave, the employer is not to refuse the employee taking their leave at any time suitable to the employee.

- 6.1.6 By agreement between the employer and employee annual leave may be taken in advance. No loading is payable to an employee who takes annual leave wholly or partly in advance, provided that if the employment of such an employee continues until the employee would have become entitled to annual leave, then the loading becomes payable in respect of the period of annual leave taken in advance.
- 6.1.7 Where annual leave is taken and paid in advance, the employer is entitled to recover any monies owing from termination payments due where the employment is terminated without the annual leave accruing.
- 6.1.8 Where a public holiday occurs during an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, a day of equivalent length shall be added to the employee's annual leave.
- 6.1.9 Untaken leave will be paid out on termination of employment. Leave not accrued on a full year basis will be paid out on the basis of one thirteenth of a week's pay (2.923 hours) for each completed week of service. The loading prescribed in 6.1.3 shall not apply to proportionate leave on termination of employment.
- 6.1.10 Annual leave does not accrue during a period of leave without pay.
- 6.1.11 Where a part-time employee works additional hours over and above the employee's usual roster, which may include periods of full-time employment, the employee's ordinary pay for the purposes of annual leave is to be the average weekly rate of ordinary pay earned in the twelve months immediately before the employee commenced annual leave.
- 6.1.12. Annual leave can also be taken as carer's leave in accordance with 6.3.3.
- 6.1.13. Annual Leave does not apply to casual employees.

New Section's Body

## 6.2 - SICK LEAVE

- 6.2.1 An employee who is unable to attend or remain at the employees place of employment on account of personal illness or accidental injury shall be entitled to sick leave without deduction of ordinary pay.
- 6.2.2. Sick leave shall accrue on a weekly basis at the rate of 1.462 hours for each week of service and will be fully cumulative from year to year.
- 6.2.3. The employee shall notify the employer as soon as reasonably practicable of the employee's inability to attend for work, and as far as possible state the nature of the illness or injury and the estimated duration of the absence. Such advice, other than in extraordinary circumstances will be given to the employer within 24 hours of the commencement of the absence.
- 6.2.4 Evidence supporting claim
  - (a) The employee shall provide the employer with satisfactory evidence that would satisfy a reasonable person that the employee was unable on account of such illness or injury to attend for work. Satisfactory evidence may include a medical certificate or a statutory declaration. An employer may accept other forms of evidence.
  - (b) Provided that for the absence of one working day or less, the production of a medical certificate or other satisfactory evidence shall not be necessary on two separate occasions per year of service.
- 6.2.5 An employee will not be entitled to paid sick leave for any period in respect of which the employee is entitled to worker's compensation.

6.2.6. Sick leave does not accrue during a period of leave without pay.

6.2.7. Sick Leave does not apply to casual employees.

### 6.3 - CARER'S LEAVE

#### 6.3.1 Use of sick leave

- (a) An employee with responsibilities in relation to either members of the employee's immediate family or members of the employees household who need the employee's care and support shall be entitled to use, in accordance with 6.3.1, any sick leave entitlement which accrues after the date of this Award, up to a maximum of five days per annum, for absences to provide care and support for such persons when they are ill or injured and in need of immediate care and attention.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, or any other such evidence that would satisfy a reasonable person, the illness or injury of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being either:
    - (a) a member of the employee's immediate family; or
    - (b) a member of the employee's household.
- (d) The term "immediate family" includes:
  - (i) the employee's spouse;
  - (ii) "de facto partner" means a person of either opposite or same sex who is co-habiting with another person as that person's partner on a bona fide domestic basis, although not actually married to that person, as if for all intents and purposes they are lawfully married; and
  - (iii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, sibling of the employee or spouse including defacto partner of the employee.
- (e) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the employees relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 6.3.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill or injured.

#### 6.3.3 Annual leave for family purposes

- (a) Notwithstanding the provisions of 6.3, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

- (b) An employee and employer may agree to defer payment of the annual leave loading in respect of single absences, until at least five consecutive annual leave days are taken. However the payment of annual leave loading will be paid no later than the next anniversary date of the employee.

6.3.4 Carer's Leave does not apply to casual employees.

#### 6.4 - BEREAVEMENT LEAVE

6.4.1 Entitlement to bereavement leave

- (a) Subject to 6.4.2, on the death of:
  - (i) the spouse or de facto partner of the employee;
  - (ii) the child or step-child of an employee;
  - (iii) the brother, sister, step-brother or sister of an employee;
  - (iv) the parent, step-parent or grand parent of an employee; or
  - (v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

the employee is entitled to paid bereavement leave of up to 2 days.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during a period of any other kind of leave.

6.4.2 Proof in support of claim for leave

An employee who claims to be entitled to paid leave under 6.4.1 is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:

- (a) the death that is the subject of the leave sought; and
- (b) the relationship of the employee to the deceased person.

6.4.3 Bereavement Leave applies to casual employees.

#### 6.5 - PUBLIC HOLIDAYS

6.5.1 Full-time and part-time employees shall be entitled, to holidays on the following days:

- (a) The following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

- (b) Where any of the days mentioned in 6.5.1 (a) falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay, and the day for which it is substituted shall not be a holiday.

- (c) Notwithstanding the provisions of this Award contained elsewhere than in 6.5, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday, an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday the ordinary weekly wage and the starting and; or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those two weeks by the ordinary hours usually worked by that employee on Saturday.

Where an employer varies the starting and/or finishing time in accordance with this paragraph, an employee shall be paid the ordinary weekly wage for each of those two weeks unless the hours worked by the employee on any day in that period exceed eight in which case such excess time shall be paid for at overtime rates.

- (d) An employer, with the agreement of the Association or Union which are party to this Award, may substitute another day for any prescribed in 6.5.1
- (a) (i) An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- (ii) An agreement pursuant to 6.5.1 (d) (i) shall be recorded in writing and be available to every affected employee.
- (iii) The Association and Union who are party to this Award, shall be informed of an agreement pursuant to 6.5.1 (d) (i) and may within seven days refuse to accept it. The Association or Union will not unreasonably refuse to accept the agreement.
- (iv) If the Association or the Union, pursuant to 6.5.1 (d) (iii), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees, the Association and the Union.
- (v) If no resolution is achieved pursuant to 6.5.1 (d) (iv), the employer may apply to the Commission for approval of the agreement reached with the employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and the Association and the Union opportunity to be heard, the Commission will determine the application.

6.5.2 Full-time employees who do not regularly work a five-day, Monday - Friday week.

- (a) Such an employee will not be disadvantaged by the fact that a prescribed holiday falls upon a day when the employee would not be working. The appropriate compensation is:
- (i) An alternative "day off"; or
- (ii) An addition of one day to annual leave; or
- (iii) An additional day's wages.
- (b) Where a full-time employee normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the employee shall either:
- (i) Have the "actual" day off without loss of pay, with no additional entitlement to the substitute day; or
- (ii) If required to work on the "actual" day, be paid the normal Saturday or Sunday rate and be entitled to the substitute day, or if the substitute day falls on the employee's normal "day off", an alternative day off in accordance with 6.5.2 (a).

- (iii) If required to work on both the “actual” day and the substitute day be paid the normal Saturday or Sunday rate for work on the “actual” day and in recognition of the work performed on the substitute day receive either:
  - (A) An alternative “day off”; or
  - (B) An addition of one day to annual leave; or
  - (C) Payment of public holiday rates for the day’s work.
- (c) For the purpose of this subclause “an alternative day off”, “an addition of one day to annual leave” or “an additional days’ wages” shall mean 7.6 hours.
- (d) Full-time employees who do not work a five day week should get the hours that they work and 7.6 hours where holidays fall on days they do not work.

#### 6.5.3 Non-casual part-time employees

- (a) Where the normal roster of a part-time employee includes a day which is a holiday the employee should either enjoy the holiday without loss of pay or receive the appropriate public holiday rate for working on it.
- (b) Where a part-time employee normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the employee shall either:
  - (i) Have the “actual” day off without loss of pay, with no additional entitlement to the substitute day; or
  - (ii) If required to work on the “actual” day, be paid at the normal Saturday or Sunday rate and be entitled to take another day, which may or may not be the prescribed substitute day, as a holiday or receive payment at ordinary-time rates for an additional day of equal length.
- (c) A part-time employee who works an average five days per week, but whose roster is not a regular Monday to Friday roster, will not be disadvantaged by the fact that a prescribed holiday falls upon a day when the employee would not be working. The appropriate compensation is:
  - (i) An alternative “day off”; or
  - (ii) An addition of one day to annual leave; or
  - (iii) An additional day’s wages.
- (d) For the purposes of this clause “day off” shall mean the average number of hours rostered per day by the employee in the four week cycle prior to the public holiday.
- (e) When Christmas falls on a Saturday or Sunday

Permanent full-time and part-time employees required to work on 25 December shall receive the Saturday or Sunday rate (as appropriate) plus a loading of 50 per cent (of the ordinary time rate) and be entitled to the benefit of a substitute day.

#### 6.5.4 Casual employees

A casual employee engaged to work on a Public Holiday shall be paid in accordance with 2.3.2.

### 6.6 - LONG SERVICE LEAVE



- 6.6.1 The Long Service Leave - Standard Provisions General Order as published in January of Volume 84 of the Western Australian Industrial Gazette and as varied from time to time, is hereby incorporated and shall be deemed to be part of this Award.
- 6.6.2 Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee the period of the continuous service which the employee has had the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the employee with the transmittee.
- 6.6.3 In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 6.7 - PARENTAL LEAVE

- 6.7.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.
- 6.7.2 Subject to the terms of this clause employees are entitled to maternity, partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 6.7.3 Definitions
- (a) For the purpose of this clause "child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
  - (b) Subject to 6.7.3 (c) spouse includes a de facto partner or former spouse.
  - (c) In relation to 6.7.7, spouse includes a de facto spouse or defacto partner but does not include a former spouse.
- 6.7.4 Basic entitlement
- (a) After twelve months' continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. Adoption leave may be taken in the case of adoption.
  - (b) Subject to 6.7.4 (a), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
    - (i) for maternity and partner leave, an unbroken period of up to one week at the time of the birth of the child; and
    - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- 6.7.5 Maternity leave
- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

- (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- (b) When the employee gives notice in accordance with 6.7.5 (a) the employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by her partner and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) By confinement occurring earlier than the presumed date.
- (d) Subject to 6.7.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (f) Special maternity leave
  - (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse or defacto partner, may not exceed 52 weeks.
- (g) Where leave is granted in accordance with this subclause, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 6.7.6. Partner leave

- (a) An employee will provide to the employer at least ten weeks' prior to each proposed period of partner leave:
  - (i) a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place;
  - (ii) written notification of the dates on which the employee proposes to start and finish the period of partner leave; and
  - (iii) a statutory declaration stating:
    - (A) the employee will take that period of partner leave to become the primary care-giver of a child;

- (B) particulars of any period of maternity leave sought or taken by the employee's partner; and
  - (C) that for the period of partner leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- (b) The employee will not be in breach of 6.7.6 (a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 6.7.7 Adoption leave

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse or partner; and
  - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with the employees contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### 6.7.8 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

#### 6.7.9 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the employee has accrued subject to the total amount of leave not exceeding 52 weeks.

#### 6.7.10 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require, the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 6.7.11 Returning to work after a period of parental leave

- (a) An employee will notify of the employees intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position, which the employee held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 6.7.10, the employee will be entitled to return to the position the employee held immediately before such transfer.

6.7.12 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position comparable in status and pay of the employee's former position.

#### 6.7.13 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## 7. - DISPUTE RESOLUTION PROCEDURE

### 7.1 - DISPUTE RESOLUTION PROCEDURE

#### 7.1.1 Preamble

- (a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any question, dispute or difficulty, or any matter raised by the Association or Union or a respondent employer and the employees of the employer, shall be settled in accordance with the procedures set out herein.
- (b) The parties agree that no bans, stoppages, limitations or lockouts will be imposed prior to or during the time this procedure is being followed.
- (c) This clause in no way limits the rights of employers, employees, the Association and the Union under the Occupational, Safety and Health Act 1984 or other related legislation.

#### 7.1.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.

- (b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and if the senior officer is not so able, refer the matter to the employer for the employer's attention, and the employee(s) shall be advised accordingly.
- (c) If the matter has been referred in accordance with 7.1.2 (b) above the employee(s) or the shop steward shall notify the Association or Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer.
- (d) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary, the Association or Union of its decision. Provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.
- (e) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Commission.
- (f) There shall be no change in the condition that is the subject of the dispute until the issue of the dispute is resolved in accordance with the procedure outlined above.
- (g) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in 7.1.2 (a), (b) or (d).

## 7.2 - ANTI-DISCRIMINATION

- 7.2.1 It is the intention of the parties to this Award to achieve the principle of respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, gender history and or family status, pregnancy, religion, political opinion, natural extraction or social origin.
- 7.2.2 Accordingly, in fulfilling their obligations under 7.1, the respondents must make every endeavour to ensure that neither the award provisions nor their operations are directly or indirectly discriminatory in effect.
- 7.2.3 Nothing in this clause is to be taken to affect:
  - (a) any different treatment (or treatment having different effects) which is specifically exempted under State or Commonwealth anti-discrimination legislation; and
  - (b) an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

## 8. - REGISTERED ORGANISATION MATTERS

### 8.1 - RIGHT OF ENTRY

- 8.1.1 In this Clause:
  - “authorised representative” means a person who holds an authority in force under the Industrial Relations Act 1979;
  - “relevant employee”, when used in connection with the exercise of a power by an authorised representative of the union, means an employee who is a member of the union or who is eligible to become a member of the union.
- 8.1.2 Right of Entry for Discussions with Employees

An authorised representative of the union may enter, during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any of the relevant employees who wish to participate in those discussions.

#### 8.1.3 Right of Entry to Investigate Breaches

- (a) An authorised representative of the union may enter, during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act, the Occupational Safety and Health Act 1984, or an award, order, industrial agreement or employer employee agreement that applies to any such employee.
- (b) For the purpose of investigating any such suspected breach, the authorised representative may:
  - (i) subject to 8.1.3 (c) and 8.1.3 (d) require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents kept by the employer that are related to the suspected breach;
  - (ii) make copies of the entries in the employment records or documents related to the suspected breach; and
  - (iii) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (c) **Inspection of Records**

The authorised representative is not entitled to require an employer to produce an employment record of an employee if the employee:

  - (i) is a party to an employer employee agreement; and
  - (ii) has made a written request to the employer that the record not be available for inspection by an authorised representative.
- (d) A written request under 8.1.3 (c)(ii):
  - (i) may be withdrawn by written notice given by the employee to the employer; and
  - (ii) has effect until it is so withdrawn.
- (e) An authorised representative is not entitled to exercise a power conferred by this clause for the purpose of investigating a suspected breach of an employer employee agreement to which a relevant employee is a party unless the authorised representative is authorised in writing by that relevant employee to carry out the investigation.
- (f) An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:
  - (i) if the records or other documents are kept on the employer's premises, at least 24 hours' written notice; or
  - (ii) if the records or other documents are kept elsewhere, at least 48 hours' written notice.

## 9. - KEEPING OF RECORDS

### 9.1 - TIME AND WAGES RECORD

A record shall be kept for a period of seven years in the premises occupied by the employer. An employer must ensure that details are recorded in respect of each employee of:

9.1.1 On a daily basis:

- (a) start/finish time;
- (b) paid time; and
- (c) breaks including meal breaks.

9.1.2 For each pay period:

- (a) designation;
- (b) gross and net pay; and
- (c) deductions, including reasons for these deductions.

9.1.3 The following records must also be kept:

- (a) employee's name;
- (b) date of birth if under 21 years of age;
- (c) start date;
- (d) all leave paid, partly paid or unpaid;
- (e) relevant information for long service leave calculations;
- (f) any additional information required by an industrial instrument; and
- (g) any other information necessary to show remuneration and benefits comply with the Award.

9.1.4 In this clause "industrial Instrument" means the award, an order of the Commission, an industrial agreement or employer-employee agreement.

9.1.5 The records are to be kept in the manner prescribed by the Industrial Relations (General) Regulations 1997.

## 10. - SUPERANNUATION

### 10.1 - SUPERANNUATION

10.1.1 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

10.1.2. Definitions

“Complying Superannuation” means: the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme.

“Eligible Employee” means an employee who is entitled to receive an employer superannuation contribution pursuant to the Superannuation Guarantee (Administration) Act 1992.

#### 10.1.3 Contributions

- (a) The employer shall pay contributions to the complying superannuation fund determined under 10.1.4, on behalf of each eligible employee, 9% of Ordinary Time Earnings.
- (b) Employer contributions shall be paid on a quarterly basis in line with the superannuation guarantee arrangements.
- (c) An employer shall make a 3% superannuation contribution to a superannuation fund as specified in 10.1.3 (a) hereof on behalf of all employees who do not meet the eligibility criteria contained in the Superannuation Guarantee (Administration) Act 1992.

#### 10.1.4 Fund

- (a) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee.
- (b) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as is reasonably practicable.
- (c) A nomination or notification of the type referred to in 10.1.4 (a) and (b) shall, subject to the requirements of the Industrial Relations (Superannuation) Regulations 1997, be given in writing to the employer or the employee to whom such is directed.
- (d) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made.
- (e) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.
- (f) Provided that until an employee nominates a complying superannuation fund or scheme, the employer shall make any required employee contributions to a complying superannuation fund or scheme nominated by the employer.

#### 10.1.5 Notional earnings base

The employee’s “notional earnings base” for the purpose of the Superannuation Guarantee (Administration) Act 1992 shall be the employee’s “ordinary time earnings”, which shall include classification rates, overaward payments, casual loadings, penalty rates (excluding overtime rates) shift loadings, performance based bonuses and allowances.

#### 10.1.6 Additional Employee Contributions

- (a) An employee may make contributions to the fund in addition to those made by the respondent employer as prescribed by 10.1.3.
- (b) An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee’s wages, a specified amount in accordance with the fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee must commence making payments into the fund on behalf of the employee, in accordance with 10.1.6 (b), within fourteen days of receipt of the authorisation.



- (d) An employee may vary the employee's additional contributions by a written authorisation and the employer must alter the additional contributions, in accordance with 10.1.7, within fourteen days of receipt of the authorisation.

#### 10.1.7 Frequency of payment

Employer and employee contributions shall be paid to the fund monthly.

#### 10.1.8 Statement of contributions

The employer shall provide a statement to the employee of the contribution paid on the employees' behalf each month to the employees' fund. Placing such information on the employees pay slip may provide this statement.

### 11. - ENTERPRISE BARGAINING

#### 11.1 - ENTERPRISE AGREEMENTS

- 11.1.1 The parties to this Award recognise that because of the difference in the nature of the businesses operated by the respondents, circumstances may arise which are appropriately regulated by single enterprise agreements.
- 11.1.2 Where any of the parties raise the possibility of such an agreement, the relevant parties may jointly determine the manner of conducting negotiations leading to such an agreement.
- 11.1.3 When an agreement is finalised, the parties to it shall make application to the Commission as defined in 1.6 for the agreement to be registered in the appropriate manner.

#### 11.2 - ENTERPRISE FLEXIBILITY PROVISIONS

- 11.2.1 Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following provisions shall apply:
- (a) A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- (b) The Association and Union and the employer will co-operate in the establishment of Consultative Committees at an enterprise level to consult and negotiate on matters effecting the efficiency and productivity of the enterprise.
- 11.2.2 Where agreement is reached an application shall be made to the Commission to register the agreement.

### 12. - OTHER LAWS AFFECTING EMPLOYMENT

#### 12.1.1 INDUSTRIAL RELATIONS ACT 1979

[www.wairc.wa.gov.au](http://www.wairc.wa.gov.au)

#### 12.1.2 MINIMUM CONDITIONS OF EMPLOYMENT ACT 1993

[www.slp.wa.gov.au](http://www.slp.wa.gov.au)

#### 12.1.3 WORKPLACE RELATIONS ACT 1996

[www.airc.gov.au](http://www.airc.gov.au) or link to <http://www.airc.gov.au/procedures/wra/wra.html>

12.1.4 SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992

[www.austlii.edu.au/au/other/austrlii/au/other/austrlii/au/ausga1992430/](http://www.austlii.edu.au/au/other/austrlii/au/other/austrlii/au/ausga1992430/)

12.1.5 OCCUPATIONAL SAFETY AND HEALTH ACT 1984

[www.safetyline.wa.gov.au](http://www.safetyline.wa.gov.au)

12.1.6 EQUAL OPPORTUNITY ACT 1984

[www.oceo.wa.gov.au](http://www.oceo.wa.gov.au)

### 13. - WHERE TO GO FOR FURTHER INFORMATION

13.1.1 Salaried Pharmacists' Association Western Australia Union of Workers

Telephone : 9328 5155  
Facsimile : 9328 9107

13.1.2 The Health Services Union of Western Australia (Union of Workers)

Telephone : 9328 5155  
E-mail : [hsu@hsuwa.asn.au](mailto:hsu@hsuwa.asn.au)  
Facsimile : 9328 9107

13.1.3 Western Australian Industrial Relations Commission, Level 16, 111 St. Georges Terrace, PERTH 6000

Telephone : 9420 4444  
E-mail : [webmaster@wairc.wa.gov.au](mailto:webmaster@wairc.wa.gov.au)  
Facsimile : 9420 4500  
Web Page: [www.wairc.wa.gov.au](http://www.wairc.wa.gov.au)  
Toll Free : 1800 624 263

13.1.4 Department of Consumer & Employment Protection, Labour Relations, 3rd Floor, Dumas House, 2 Havelock Street, WEST PERTH 6005

Telephone : 9222 7700  
E-mail : [labourrelations@docep.wa.gov.au](mailto:labourrelations@docep.wa.gov.au)  
Facsimile : 9222 7777  
Wageline : 1300 655 266

13.1.5 Pharmacy Guild of Australia, Western Australian Branch, 1322 Hay Street, WEST PERTH WA 6005,

Telephone: 9324 2355  
E-mail : [reception@wa.guild.org.au](mailto:reception@wa.guild.org.au)  
Facsimilie: 9324 2075

### 14. - NAMED PARTIES

#### 14.1 - NAMED PARTIES TO THE AWARD

14.1.1 The parties to this award are:

- (a) The Health Services Union of Western Australia (Union of Workers); and
- (b) The respondent employers listed below

Friendly Societies Chemist of Victoria Park  
553 Albany Hwy  
VICTORIA PARK WA 6100

Amazon Drive Chemist  
Shop 6 Beechboro Shopping Centre  
161 Amazon Drive  
BEECHBORO WA 6063

Bruce Rock Pharmacy  
46 Johnson Street  
BRUCE ROCK WA 6418

Bullcreek Pharmacy  
Shop 1 Bullcreek Shopping Centre  
South Street  
BULLCREEK WA 6149

Connolly Pharmacy  
Shop 7 Connelly Shopping Centre  
Country Club Boulevard  
CONNOLLY WA 6027

Floreat Drive - In Pharmacy  
Shop 3  
1 Flynn Street  
CHURCHLANDS WA 6018

Garden City Pharmacy  
Shop 120 Garden City Shopping Centre  
Risely Street  
BOORAGOON WA 6154

Geraldton Amcal Pharmacy  
Shop 16 Stirlings Shopping Centre  
54 Sanford Street  
GERALDTON WA 6530

Grange Pharmacy  
Grange Medical Centre  
7 - 9 Grange Drive  
COOLOONGUP WA 6168

Healthsense Pharmacy Waikiki  
Shop 19 Waikiki Village Shopping Centre  
Read Street  
WAIKIKI WA 6169

Jacobsons Guardian Pharmacy  
21 Bay View Terrace  
CLAREMONT WA 6027

Joondalup Drive Pharmacy  
Unit 7 The Gateway  
103 Joondalup Drive  
EDGEWATER WA 6027

Manning Drive-In Pharmacy  
Shop 5

59 Ley Street  
COMO WA 6150

Morrison Road Drive - In Pharmacy  
Shop 4 Darling Ridge Shopping Centre  
309 Morrison Road  
SWANVIEW WA 6056

Nightingales Pharmacy Erskine  
Shop 4-5 Erskine Central Shopping Centre  
Old Coast Road  
MANDURAH WA 6210

North Street Pharmacy  
Unit 1, 40 Great Northern Highway  
MIDLAND WA 6056

Pharmacy 777 Karratha  
Shop 33 Karratha Village Shopping Centre  
Sharpe Street  
KARRATHA WA 6714

Pharmacy Help Mandurah  
Peel Health Campus  
110 Lakes Road  
MANDURAH WA 6210

Priceline Pharmacy Perth  
810 Hay Street  
PERTH WA 6000

South Perth 7 Day Chemist  
143 Canning Highway  
SOUTH PERTH WA 6151

Southern Cross Pharmacy  
11a Antares Street  
SOUTHERN CROSS WA 6426

Terry White Chemist Karrinyup  
Shop F 137 - 138 Karrinyup Shopping Centre  
Karrinyup Road  
KARRINYUP WA 6018

Terry White Chemist Mount Hawthorn  
Shop 16 - 17 Mount Hawthorn Plaza  
148 Scarborough Beach Road  
MOUNT HAWTHORN WA 6016

The McKenzie Street Dispensary  
274 Cambridge St  
WEMBLEY WA 6014

Twaddles Amcal Chemist  
8 - 12 Fortune Street  
NARROGIN WA 6312

VARIATION RECORD  
RETAIL PHARMACISTS' AWARD 2004  
NO. A 8 OF 2004

Delivered 21/02/05 at 85 WAIG 811

<b>CLAUSE NO.</b>	<b>EXTENT VARIATION</b>	<b>OF</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
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**1. Award Structure**

	Delivered (Includes 1.1 – 1.8)		A 8/04	21/02/05	85 WAIG 811
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**1.1 Title**

**1.2 Arrangement**

**1.3 Area**

**1.4 Scope Term**

**1.5 Term**

**1.6 Definitions**

**1.7 Prohibition of Contracting Out of Award**

## **1.8 Definitions Effect of Minimum Conditions of Employment Act on This Award**

### **2. Contract of Employment**

Delivered (Includes 2.1 A 8/04 21/02/05 85 WAIG 811  
– 2.4)

#### **2.1 Termination of Employment**

#### **2.2 Terms of Employment**

#### **2.3 Casual Employees**

#### **2.4 Introduction of Change**

### **3. Hours of Work**

Delivered (Includes 3.1 A 8/04 21/02/05 85 WAIG 811  
– 3.2)

#### **3.1 Hours, Overtime and Penalty Rates**

#### **3.2 Meal Breaks, Rest Periods and Meal Allowance**

### **4. Rates of Pay**

Delivered (Includes 4.1 A 8/04 21/02/05 85 WAIG 811  
– 4.4)

#### 4.1 Minimum Adult Award Wage

Cl.	576/05	07/07/05	85 WAIG 2089
Cl.	957/05	07/07/06	86 WAIG 1631 & 2329
Cl.	1/07	01/07/07	87 WAIG 1487 & 2248
Cl.	115/07	01/07/08	88 WAIG 773 & 1457
Cl.	1/09	01/10/09	89 WAIG 735 & 1889
Cl.	2/10	01/07/10	90 WAIG 568 & 1286
Cl.	2/11	01/07/11	91 WAIG 1088 & 1686
Cl.	2/12	01/07/12	92 WAIG 1439
Cl.	1/13	01/07/13	93 WAIG 1106
Cl.	1/14	01/07/14	94 WAIG 1322
Cl.	1/15	01/07/15	95 WAIG 1290
Cl.	1/16	01/07/16	96 WAIG 1140
Cl.	1/17	01/07/17	97 WAIG 1205
Cl.	1/18	01/07/18	98 WAIG 263 & 925
Cl.	1/19	01/07/19	99 WAIG 509 & 1251
Cl.	1/20	01/01/21	100 WAIG 1032
Cl.	1/21	01/07/21	101 WAIG 1033

#### 4.2 Wages

Cl.	576/05	07/07/05	85 WAIG 2089
Cl.	957/05	07/07/06	86 WAIG 1631 & 2329
Cl.	1/07	01/07/07	87 WAIG 1487 & 2248

Cl.	115/07	01/07/08	88 WAIG 773 &1457
Cl.	1/09	01/10/09	89 WAIG 735 & 1889
Cl.	2/10	01/07/10	90 WAIG 568 & 1286
Cl.	2/11	01/07/11	91 WAIG 1088 & 1686
Cl.	2/12	01/07/12	92 WAIG 1439
Cl.	1/13	01/07/13	93 WAIG 1106
Cl.	1/14	01/07/14	94 WAIG 1322
Cl.	1/15	01/07/15	95 WAIG 1290
Cl.	1/16	01/07/16	96 WAIG 1140
Cl.	1/17	01/07/17	97 WAIG 1205
Cl.	1/18	01/07/18	98 WAIG 263 & 925
Cl.	1/19	01/07/19	99 WAIG 509 & 1251
Cl.	1/20	01/01/21	100 WAIG 1032
Cl.	1/21	01/07/21	101 WAIG 1033

#### **4.3 Annualised Salary**

#### **5. Allowances and Facilities**

Delivered (Inc 5.1 – 5.2)	A 8/04	21/02/05	85 WAIG 811
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#### **5.1 Allowances**

#### **5.2 Location Allowances**

Cl.	458/05	01/07/05	85 WAIG 1893
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Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl.	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98 WAIG 415
Cl.	24/19	01/07/19	99 WAIG 615
Cl.	10/20	01/07/201	100 WAIG 443
Cl.	2/21	01/07/21	101 WAIG 455

## 6. Leave

Delivered (Inc 6.1 – 6.7)	A 8/04	21/02/05	85 WAIG 811
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### 6.1 Annual Leave

### 6.2 Sick Leave

### **6.3 Carer's Leave**

### **6.4 Bereavement Leave**

### **6.5 Public Holidays**

### **6.6 Long Service Leave**

### **6.7 Parental**

## **7. Dispute Resolution Procedure**

Delivered (Incl 7.1-7.2)    A 8/04    21/02/05    85 WAIG 811

### **7. 1 Dispute Resolution Procedure**

### **7. 2 Anti-Discrimination**

## **8. Registered Organisation Matters**

Delivered (Inc 8.1)    A 8/04    21/02/05    85 WAIG 811

### **8. 1 Right of Entry**

## **9. Keeping of Records**

Delivered (Inc 9.1)    A 8/04    21/02/05    85 WAIG 811

## **9.1 Time and Wages Record**

## **10. Superannuation**

Delivered (Inc 10.1)	A 8/04	21/02/05	85 WAIG 811
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### **10.1 Superannuation**

## **11. Enterprise Bargaining**

Delivered (Inc 11.1-11.2)	A 8/04	21/02/05	85 WAIG 811
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### **11.1 Enterprise Agreements**

### **11.2 Enterprise Flexibility Provisions**

## **12. Other Laws Affecting Employment**

Delivered (Inc 12.)	A 8/04	21/02/05	85 WAIG 811
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## **13. Where To Go for Further Information**

Delivered (Inc 13.)

## **14. Named Parties**

Delivered (Inc 14.)	A 8/04	21/02/05	85 WAIG 811
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14.1.1	151/15	18/11/15	95 WAIG 1845
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