Pharmaceutical Industry Award 2010

Table of Contents

Part 1—Application and Operation
1. Title ................................................................. 3
2. Commencement date .............................................. 3
3. Definitions and interpretation ................................. 3
4. Coverage ................................................................ 4
5. Access to the award and the National Employment Standards ... 4
6. The National Employment Standards and this award .......... 4
7. Award flexibility ..................................................... 4

Part 2—Consultation and Dispute Resolution
8. Consultation regarding major workplace change .......... 6
9. Dispute resolution ................................................... 6

Part 3—Types of Employment and Termination of Employment
10. Full-time employment ........................................... 7
11. Part-time employment ............................................ 7
12. Casual employment ............................................... 8
13. Termination of employment ..................................... 8
14. Redundancy .......................................................... 8

Part 4—Minimum Wages and Related Matters
15. Classifications and adult minimum wages .................. 10
16. Trainee minimum wages ........................................ 11
17. Junior minimum wages ........................................... 11
18. Supported wage system ........................................... 11
19. Allowances .......................................................... 11
20. Higher duties ....................................................... 14
21. Payment of wages .................................................. 14
22. Superannuation ..................................................... 14

Part 5—Hours of Work and Related Matters
23. Ordinary hours of work and rostering ....................... 16
24. Breaks ............................................................... 17
25. Overtime and penalty rates .................................... 18

Part 6—Leave and Public Holidays

MA000069 This award does not come into force until 1 January 2010
Pharmaceutical Industry Award 2010

26. Annual leave ................................................................. 18
27. Personal/carer’s leave and compassionate leave .................. 20
28. Community service leave .............................................. 20
29. Public holidays ............................................................. 20

Schedule A—Classification Structure and Definitions .................. 22
Schedule B—National Training Wage ...................................... 29
Schedule C—Supported Wage System ..................................... 30
Part 1—Application and Operation

1. Title
This award is the Pharmaceutical Industry Award 2010.

2. Commencement date
This award commences on 1 January 2010.

3. Definitions and interpretation
3.1 In this award, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth).

award-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth).

continuous shifts are where work is carried on with consecutive shifts of employees throughout the 24 hours of each of at least five consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

employee means a national system employee as defined in sections 13 and 30C of the Act.

employer means a national system employer as defined in sections 14 and 30D of the Act.

enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth).

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

pharmaceutical industry means:
(a) the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
(b) the wholesaling of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
(c) processes and activities that are incidental or ancillary to the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals.

standard rate means the minimum hourly wage prescribed for the Manufacturing/production worker Grade 4 classification in clause 15.1(a).
3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. **Coverage**

4.1 This industry award covers employers throughout Australia in the pharmaceutical industry and their employees in the classifications in this award to the exclusion of any other modern award.

4.2 This award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.4 This award does not cover employers and employees covered by the:

(a) *Food, Beverage and Tobacco Manufacturing Award 2010*; or

(b) *Manufacturing and Associated Industries and Occupations Award 2010*.

4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. **Access to the award and the National Employment Standards**

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

6. **The National Employment Standards and this award**

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. **Award flexibility**

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

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee, and, if the employee is under 18 years of age, the employee’s parent or guardian;
(b) state each term of this award that the employer and the individual employee have agreed to vary;
(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
(e) state the date the agreement commences to operate.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
(b) at any time, by written agreement between the employer and the individual employee.
Pharmaceutical Industry Award 2010

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

9. Dispute resolution

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the
Pharmaceutical Industry Award 2010

employee or employees concerned and more senior levels of management as appropriate.

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

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

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

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

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

Part 3—Types of Employment and Termination of Employment

10. Full-time employment

An employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee.

11. Part-time employment

11.1 A part-time employee is an employee who:

(a) works less than full-time hours of 38 per week; and

(b) has reasonably predictable hours of work.

11.2 At the time of engagement the employer and the part-time employee must agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

11.3 Any agreed variation to the regular pattern of work will be recorded in writing.

11.4 All time worked in excess of the hours as mutually arranged in accordance with clauses 11.2 and 11.3 will be overtime and paid for at the rates prescribed in clause 25—Overtime and penalty rates.

11.5 Subject to clause 11.6, the terms of this award apply pro rata to a part-time employee on the basis that the ordinary weekly hours for a full-time employee are 38.
11.6 A part-time employee must be engaged for a minimum of three consecutive hours per day or shift.

12. **Casual employment**

A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 15—Classifications and adult minimum wages for the work being performed plus a casual loading of 25%.

13. **Termination of employment**

13.1 Notice of termination is provided for in the NES.

13.2 **Notice of termination by an employee**

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

13.3 **Job search entitlement**

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

14. **Redundancy**

14.1 Redundancy pay is provided for in the NES.

14.2 **Transitional provision**

(a) Subject to clause 14.2(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

   (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

   (ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.
(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) Clause 14.2 does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) Clause 14.2 ceases to operate on 31 December 2014.

14.3 Transfer to lower paid duties

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

14.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 14—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.5 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 13.3.
Part 4—Minimum Wages and Related Matters

15. Classifications and adult minimum wages

15.1 Adult employee minimum wages

(a) The classifications and minimum wages for an adult employee, other than one specified in clause 15.1(d), are set out in the following table:

<table>
<thead>
<tr>
<th>Classification level</th>
<th>Minimum weekly wage $</th>
<th>Minimum hourly wage $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing/production worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1</td>
<td>On commencement</td>
<td>583.00</td>
</tr>
<tr>
<td></td>
<td>After 3 months</td>
<td>590.50</td>
</tr>
<tr>
<td></td>
<td>After 12 months</td>
<td>598.00</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td>603.80</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td>622.50</td>
</tr>
<tr>
<td>Grade 4</td>
<td></td>
<td>641.10</td>
</tr>
</tbody>
</table>

Warehouse/distribution worker

<table>
<thead>
<tr>
<th>Classification level</th>
<th>Minimum weekly wage $</th>
<th>Minimum hourly wage $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>On commencement</td>
<td>583.00</td>
</tr>
<tr>
<td></td>
<td>After 3 months</td>
<td>590.50</td>
</tr>
<tr>
<td></td>
<td>After 12 months</td>
<td>598.00</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td>603.80</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td>622.50</td>
</tr>
<tr>
<td>Grade 4</td>
<td></td>
<td>641.10</td>
</tr>
</tbody>
</table>

(b) For the purposes of clause 15.1(a), any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

(c) The classification definitions are set out in Schedule A—Classification Structure and Definitions.

(d) The following adult employees are not entitled to the minimum wages set out in the table in clause 15.1(a):

(i) a trainee (see Schedule B—National Training Wage); and

(ii) an employee receiving a supported wage (see Schedule C—Supported Wage System).
16. **Trainee minimum wages**

See Schedule B—National Training Wage.

17. **Junior minimum wages**

The minimum wages for a junior employee are the following percentages of the minimum wages for an adult employee in the classification in which the junior employee is employed:

<table>
<thead>
<tr>
<th>Age</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>50</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>80</td>
</tr>
<tr>
<td>At 19 years of age</td>
<td>100</td>
</tr>
</tbody>
</table>

18. **Supported wage system**

See Schedule C—Supported Wage System.

19. **Allowances**

19.1 **Gentian Violet and similar substances**

An employee whilst engaged in processing and/or repacking in bulk Gentian Violet, Methylene Blue, Acriflavine or similar substances must be paid 2.5% of the standard rate per hour extra with a minimum payment of 7.6% of the standard rate per day extra.

19.2 **Chlorpromazine hydrochloride**

An employee whilst engaged in granulating and/or tableting and/or coating chlorpromazine hydrochloride or compounding chlorpromazine hydrochloride solution must be paid 2.1% of the standard rate per hour or part thereof extra.

19.3 **Respirator**

An employee whilst required to work in any area which necessitates the wearing of a respirator must be paid 3.6% of the standard rate per hour or part thereof extra.

19.4 **Sterile areas**

An employee whilst employed in sterile areas must be paid 10.7% of the standard rate per day or part thereof extra.

19.5 **Dust mask**

An employee whilst employed in areas, other than sterile areas, requiring the continued wearing of a dust mask must be paid 10.7% of the standard rate per day or part thereof extra.
19.6 Meal allowance

An employee required to work overtime for any period in excess of one and a half hours after the usual hour of ceasing duty or after 5.45 pm, whichever is the earlier, must be supplied with an adequate meal from the employer’s canteen or paid a meal allowance of $11.07 for each meal. Provided that when an employee is notified the previous day of the intention to work overtime and overtime is not worked they must also be paid the meal allowance.

19.7 First aid allowance

(a) An employer must appoint, where available, an employee holding a current St John Ambulance first aid certificate or a current Red Cross Society first aid certificate to be in charge of first aid in a workplace where no industrial nurse is available. Such certificated employee must be paid, when appointed, 75.2% of the standard rate per week extra.

(b) An employee on being requested by the employer to obtain first aid attendant qualifications of St John Ambulance standard or equivalent must, on attaining such qualifications, be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course and any subsequent approved refresher courses.

19.8 Clothing and footwear

(a) An employer must supply and clean or reimburse an employee for the purchase and/or cleaning of:

(i) two sets of overalls or other protective clothing per year;

(ii) additional overalls or other protective clothing necessitated by the employee being employed in the handling in bulk of acids or other materials injurious to clothing;

(iii) waterproof boots if the employee is required to work in wet places; and

(iv) suitable footwear where the material being used by an employee in the process of manufacture comes in contact with and is injurious to footwear or where the employer requires the employee to wear protective footwear for safety reasons.

(b) Any clothing or footwear supplied by an employer remains the property of the employer.

(c) Where an employee wants to wear safety footwear that is not required under clause 19.8(a)(iv), the employer must reimburse the employee for 50% of the cost of such safety footwear and the reasonably required replacement of such footwear.

19.9 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the Workplace Relations Act 1996 (Cth):
Pharmaceutical Industry Award 2010

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

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

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(c) Clause 19.9 ceases to operate on 31 December 2014.

19.10 Accident pay

(a) Subject to clause 19.10(b), an employee is entitled to accident pay in accordance with the terms of:

(i) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to accident pay in excess of the employee’s entitlement to accident pay, if any, under any other instrument.

(b) The employee’s entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.

(c) Clause 19.10 does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

(d) Clause 19.10 ceases to operate on 31 December 2014.

19.11 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance must be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
Pharmaceutical Industry Award 2010

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
</tbody>
</table>

20. Higher duties

A full-time employee engaged on duties carrying a higher pay rate than that for their ordinary classification must be paid the higher pay rate as follows:

<table>
<thead>
<tr>
<th>Period on higher duties</th>
<th>Period of payment at higher pay rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to four hours per day or shift</td>
<td>Four hours</td>
</tr>
<tr>
<td>Over four hours per day or shift</td>
<td>A full day or shift</td>
</tr>
<tr>
<td>Over 20 hours in a week</td>
<td>A full week</td>
</tr>
</tbody>
</table>

21. Payment of wages

21.1 Wages must be paid in the employer’s time, not later than Thursday in each week, unless otherwise agreed with the majority of employees. Provided that in any week in which a public holiday falls on a Thursday or Friday, wages accrued must be paid on the previous Wednesday.

21.2 An employee kept waiting for their wages on pay day for more than 15 minutes after the usual time for ceasing work must be paid at overtime rates after that 15 minutes.

21.3 On termination of the employment the wages due to an employee must be paid on the day of such termination or be forwarded to them on the next working day.

22. Superannuation

22.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.
22.2 **Employer contributions**

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

22.3 **Voluntary employee contributions**

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds:

(a) LUCRF Super; or

(b) AustralianSuper; or

(c) Asset Super; or

(d) Tasplan; or

(e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

22.5 **Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

(a) **Paid leave**

While the employee is on any paid leave.
(b) **Work related injury or illness**

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and

(ii) the employee remains employed by the employer.

**Part 5—Hours of Work and Related Matters**

23. **Ordinary hours of work and rostering**

23.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

23.2 **Ordinary hours of work—day workers**

(a) The ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 consecutive days.

(b) The ordinary hours of work for day workers are to be worked continuously, except for meal breaks and rest pauses, between 7.45 am and 5.15 pm, Monday to Friday inclusive. The spread of hours may be altered by up to one hour at either end of the spread by agreement between the employer and the majority of employees in the plant, work section or sections concerned.

23.3 **Ordinary hours of work—shiftworkers**

(a) For the purposes of this award:

(i) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight; and

(ii) **night shift** means any shift finishing after midnight and at or before 7.00 am.

(b) The ordinary hours of work for shiftworkers are an average of 38 per week but not exceeding 152 hours in 28 consecutive days.

(c) The ordinary hours for a shiftworker must not exceed eight in any one day, Monday to Friday inclusive.

(d) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.

(e) Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.
Pharmaceutical Industry Award 2010

(f) Afternoon and night shift allowances

(i) An employee who works on afternoon or night shift must be paid 15% extra for the shift.

(ii) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop must be paid 50% extra for each shift.

(iii) An employee who is required to work:

- during a period of engagement on shift, on night shift only; or
- on night shift for a longer period than four consecutive weeks; or
- on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each three shift cycle;

must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.

24. Breaks

24.1 Meal breaks

(a) Subject to clause 24.3, no employee is required to work for a longer period than five hours without an unpaid interval of at least half an hour for a meal.

(b) Subject to clause 24.3, by agreement between the employer and an employee or the majority of employees in the plant, work section or sections concerned, employees may work in excess of five hours but not more than six hours at ordinary time rates without a meal break.

(c) Subject to clause 24.3, if an employer has adopted a system of ordinary working hours in which employees do not work for more than six hours per day or shift, and they do not work in excess of their ordinary hours on that day or shift, then by agreement between the employer and a majority of those employees, those employees need not be provided with a meal break on that day or shift.

24.2 Rest periods

Two rest periods of 10 minutes must be allowed to all employees throughout the day and such periods are to count as time worked.

24.3 Crib time

An employee working in continuous shifts must be allowed crib time of 20 minutes in each shift at such times as may be fixed by the employer so as not to interfere with the employee’s normal duties and such crib time must be counted as time worked.
25. Overtime and penalty rates

The following rates, based on 1/38th of the weekly wage rate, must be paid for all work done:

25.1 Outside the times of beginning and ending work in any one day – 150% for the first two hours and 200% thereafter.

25.2 Within the times of beginning and ending work but in excess of eight hours in any one day – 150% for the first two hours and 200% thereafter for a day worker and 150% for the first three hours and 200% thereafter for a shiftworker.

25.3 On Saturday – 150% for the first two hours and 200% thereafter, with a minimum payment as for three hours’ work.

25.4 On Sunday – 200%, with a minimum payment as for three hours’ work.

25.5 On a rostered day off – 250% or a day off instead at some future date.

25.6 On a public holiday – 250%.

Part 6—Leave and Public Holidays

26. Annual leave

26.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

26.2 Definition of a shiftworker

(a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

(b) Where an employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

26.3 Payment for period of annual leave

(a) Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee who has regular weekly hours of work, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period. Provided that:

(i) the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee’s contract of employment including any overaward payment; and
(ii) the employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

(b) Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee who does not have regular weekly hours of work, before going on annual leave, must be paid the average weekly wages they received in respect of the ordinary hours the employee worked during the period in which they accrued the annual leave. Provided that:

(i) the average weekly wages to be paid must be worked out on the basis of what the employee was paid under this award for working ordinary hours during the period in which the annual leave accrued, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee’s contract of employment including any overaward payment; and

(ii) the employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred during the period in which the annual leave accrued.

26.4 Annual leave loading

(a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 26.3.

(b) The loading must be as follows:

(i) Day work

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 26.3.

(ii) Shiftwork

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 26.3 or the shift loading including relevant weekend penalty rates they would have received had they not been on leave, whichever is the greater but not both.

26.5 Excessive leave

Notwithstanding s.88 of the Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks’ notice of the time when such leave is to be taken if:

(a) at the time the direction is given, the employee has 12 weeks or more of annual leave accrued; and

(b) the amount of annual leave the employee is directed to take is less than or equal to a third of the amount of leave accrued.
26.6 *Paid leave in advance of accrued entitlement*

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

26.7 *Annual close-down*

Notwithstanding s.88 of the Act and clause 26.5, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

(a) the employer gives not less than four weeks’ notice of intention to do so; and

(b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 26.3 and 26.4; and

(c) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid annual leave for the period for which they have accrued sufficient annual leave and given unpaid leave for the remainder of the close-down; and

(d) any leave taken by an employee as a result of a close-down pursuant to clause 26.7 also counts as service by the employee with their employer; and

(e) the employer may only close down the enterprise or part of it pursuant to clause 26.7 for one period in a year.

26.8 *Proportionate leave on termination*

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 26.3.

27. *Personal/carer’s leave and compassionate leave*

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

28. *Community service leave*

Community service leave is provided for in the NES.

29. *Public holidays*

29.1 Public holidays are provided for in the NES.
29.2 Substitution of public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in a workplace, an alternative day may be taken as the public holiday instead of the day that would otherwise be the public holiday.
Schedule A—Classification Structure and Definitions

A.1 For the purposes of this award, the classification definitions are as follows:

A.1.1 Manufacturing/production worker grade 1

(a) Points of entry

New employee.

(b) Definition

An employee who works under direct supervision and receives detailed instructions.

(c) Skills/duties

(i) Responsible for the quality of their own work.

(ii) Works in a team environment.

(iii) Undertakes duties in a safe and responsible manner.

(iv) Exercises discretion within their level of skills and training.

(v) Possesses basic interpersonal, communication and numeracy skills.

(d) Indicative tasks

(i) Basic packaging operations either manually or with the assistance of power-operated machinery.

(ii) Correcting packaging components and minor feed problems.

(iii) Loading/unloading components and product on lines.

(iv) Engaged in cleaning machinery or in the capacity of floorpersons or cleaners.

(v) Manufacturing product and/or operating plant.

(vi) Basic VDU operation for inquiry purposes and data processing systems.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.2 Manufacturing/production worker grade 2

(a) Points of entry

(i) Previously a Manufacturing/production worker grade 1; or

(ii) Proven and demonstrated skills to the level required of this grade.
(b) Definition

An employee working under routine supervision.

(c) Skills/duties

(i) Able to work from instructions and procedures.
(ii) Responsible for the quality of their own work.
(iii) Possesses sound interpersonal, communication and numeracy skills.

(d) Indicative tasks

(i) Operating and basic setting of a range of packaging machinery.
(ii) Operating and basic setting of tablet, capsule, liquids, powders, filling, etc. machinery.
(iii) Operating plant or manufacture of product.
(iv) Use of tools and equipment related to duties.
(v) VDU operation (including input/data processing systems).
(vi) Responsible for raw material, product in process or finished packed stock sampling, and related recording, checking and quarantine release procedures.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.3 Manufacturing/production worker grade 3

(a) Points of entry

(i) Previously a Manufacturing/production worker grade 2; or
(ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

(i) Understands and is responsible for quality control standards, subject to limited supervision.
(ii) Possesses an advanced level of interpersonal and communication skills.
Pharmaceutical Industry Award 2010

(iii) Has sound working knowledge of all manufacturing/production duties performed at grades below this grade and exercises discretion within the scope of this grade.

(iv) Is competent to perform one or more of the tasks/duties described for a Manufacturing/production worker grade 2 at an advanced level.

(d) Indicative tasks

(i) Enforcing good manufacturing practices and adhering to standard operation procedures.

(ii) Checking a job onto line and checking materials, products, procedures and workplace house keeping, etc.

(iii) Responsible for the supervision and conduct of the work of up to 10 employees.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.4 Manufacturing/production worker grade 4

(a) Points of entry

(i) Previously a Manufacturing/production worker grade 3; or

(ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee who has substantial relevant knowledge of their employer’s business.

(c) Skills/duties

(i) Implements quality control techniques and procedures.

(ii) Understands and is responsible for supervising all work procedures for a specific manufacturing or production unit or associated function.

(iii) Has highly developed interpersonal and communication skills.

(iv) Ability to supervise and provide direction and guidance to other employees, including the ability to assist in the provision of on-the-job training, induction, employee selection, safety and disciplinary procedures.

(v) Exercises discretion within the scope of this grade.
(d) **Indicative tasks**

(i) Liaising with management, suppliers and interrelated departments with respect to manufacturing or production operations as appropriate.

(ii) Detailing and coordinating activities of other employees or responsible for the supervision and conduct of work of in excess of 10 employees.

(iii) Production planning.

(iv) Maintaining control of information related to raw materials, product-in-process packaging materials, finished product or packed stock, and responsible for the preparation of regular reports related to their units.

### A.1.5 Warehouse/distribution worker grade 1

(a) **Points of entry**

New employee.

(b) **Definition**

An employee who works under direct supervision and receives detailed instructions.

(c) **Skills/duties**

(i) Responsible for the quality of their own work.

(ii) Works in a team environment.

(iii) Undertakes duties in a safe and responsible manner.

(iv) Exercises discretion within their level of skills and training.

(v) Possesses basic interpersonal, numeracy and communication skills.

(d) **Indicative tasks**

(i) Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.

(ii) Preparation and receipt of appropriate documentation including liaison with suppliers.

(iii) Allocating and retrieving goods from specific warehouse areas.

(iv) Basic VDU operation for inquiry purposes and other data processing systems.

(v) Periodic housekeeping and stock-checks.

(vi) Use of non-licensed material handling equipment.
(e) **Promotional criteria**

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certificate the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

**A.1.6 Warehouse/distribution worker grade 2**

(a) **Points of entry**

(i) Previously a Warehouse/distribution worker grade 1; or

(ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) **Definition**

An employee working under routine supervision.

(c) **Skills/duties**

(i) Able to work from instructions and procedures.

(ii) Able to co-ordinate work in a team environment under routine supervision.

(iii) Responsible for the quality of their own work.

(iv) Possesses sound interpersonal, numeracy and communication skills.

(d) **Indicative tasks**

(i) Licensed operation of all appropriate materials handling equipment.

(ii) Use of tools and equipment within the warehouse (basic non-trades maintenance).

(iii) VDU operation (including input/data processing systems).

(e) **Promotional criteria**

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

**A.1.7 Warehouse/distribution worker grade 3**

(a) **Points of entry**

(i) Previously a Warehouse/distribution worker grade 2; or

(ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.
Pharmaceutical Industry Award 2010

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

(i) Understands and is responsible for quality control standards, subject to limited supervision.

(ii) Possesses an advanced level of interpersonal and communication skills.

(iii) Competent keyboard skills.

(iv) Sound working knowledge of all warehousing/stores duties performed at grades below this grade and exercises discretion within scope of this grade.

(v) May perform work requiring minimal supervision either individually or in a team environment.

(d) Indicative tasks

(i) Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/data retrieval, etc.

(ii) Operation of all materials handling equipment under licence.

(iii) Development and refinement of store layout including proper location of goods and their receipt and despatch.

(iv) Responsible for the supervision and conduct of the work of up to 10 employees.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.8 Warehouse/distribution worker grade 4

(a) Points of entry

(i) Previously a Warehouse/distribution worker grade 3; or

(ii) Proven and demonstrated skills to the level required of this grade.

(b) Definition

An employee who has substantial relevant knowledge of their employer’s business.
(c) Skills/duties

(i) Implements quality control techniques and procedures.

(ii) Understands and is responsible for a warehouse or large section of a warehouse.

(iii) Has highly developed interpersonal and communication skills.

(iv) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training, induction, employee selection, safety and disciplinary procedures.

(v) Exercises discretion within the scope of this grade.

(vi) Exercises skills attained through the successful completion of an appropriate warehouse certificate and is competent to perform one or more of the following tasks or combination thereof:

- Liaising with management, suppliers and customers and interrelated departments with respect to stores operations.

- Detailing and co-ordinating activities of other storeworkers or responsible for the supervision and conduct of work of in excess of 10 employees.

- Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.
Schedule B—National Training Wage
Schedule C—Supported Wage System

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

C.2 In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

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

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
C.4  **Supported wage rates**

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

<table>
<thead>
<tr>
<th>Assessed capacity (clause C.5)</th>
<th>Relevant minimum wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

C.4.2 Provided that the minimum amount payable must be not less than $69 per week.

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

C.5  **Assessment of capacity**

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

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6  **Lodgement of SWS wage assessment agreement**

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

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

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

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

C.10.3 The minimum amount payable to the employee during the trial period must be no less than $69 per week.

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

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