

# Pharmacy Industry Award 2020

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# Pharmacy Industry Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 27 August 2024 ([PR777239](#) and [PR777970](#)).

Clause(s) affected by the most recent variation(s):

- 2—Definitions
- 11—Casual employees
- 13A—Employee right to disconnect
- 31—Dispute resolution

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[Varied by [PR746868](#); [PR747337](#); [PR750519](#), [PR774717](#), [PR777970](#)]

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

[Varied by [PR743410](#)]

1.1 This is the *Pharmacy Industry Award 2020*.

[1.2 varied by [PR743410](#) ppc 11Jul22]

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.

### 2. Definitions

[Varied by [PR733891](#); [PR750519](#), [PR774717](#), [PR777239](#)]

In this award:

**Act** means the *Fair Work Act 2009 (Cth)*.

[Definition of **casual employee** inserted by [PR733891](#) from 27Sep21; varied by [PR777239](#) from 27Aug24]

**casual employee** has the meaning given by section 15A of the [Act](#).

NOTE: Section 15A of the [Act](#) was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the [Act](#), an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

**community pharmacy**, see clause 4.1 (Coverage).

**dispensary assistant**, see Schedule A.3 (Classification Definitions).

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

**employee** means a national system employee as defined by section 13 of the [Act](#).

[Definition of **employee organisation** inserted by [PR774717](#) from 01Jul24]

**employee organisation** has the meaning given by section 12 of [Act](#).

**employer** means a national system employer as defined by section 14 of the [Act](#).

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[Definition of **enterprise** inserted by [PR774717](#) from 01Jul24]

**enterprise** has the meaning given by section 12 of the [Act](#).

**enterprise instrument** has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

**exempt public sector superannuation scheme** has the meaning given by the [Superannuation Industry \(Supervision\) Act 1993 \(Cth\)](#).

**Fair Work Regulations** means the *Fair Work Regulations 2009 (Cth)*.

**immediate family** means a family member defined by section 12 of the [Act](#).

**MySuper product** has the meaning given by the [Superannuation Industry \(Supervision\) Act 1993 \(Cth\)](#).

**National Employment Standards**, see [Part 2-2](#) of the [Act](#). Divisions 3 to 12 of the [Act](#) constitute the **National Employment Standards**. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);

[Paragraph (ba) inserted by [PR733891](#) ppc 27Sep21; varied [PR777239](#) from 27Aug24]

- (ba) casual employment (Division 4A);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);

[Paragraph (e) varied by [PR750519](#) ppc 15Mar23]

- (e) personal/carer's leave, compassionate leave and paid family and domestic violence leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

**on-hire** means the on-hire of an employee by their employer to a client, where the employee works under the general guidance and instruction of the client or a representative of the client.

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[Definition of **small business employer** inserted by [PR774717](#) from 01Jul24]

**small business employer** has the meaning given by section 23 of the [Act](#).

**standard rate** means the minimum rate for a **pharmacy assistant level 3** in clause 16—Minimum rates.

**State reference public sector modern award** has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

**State reference public sector transitional award** has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

**Table 1—Facilitative provisions** means the Table in clause 7.2.

**Table 2—Entitlements to meal and rest break(s)** means the Table in clause 15.2.

**Table 3—Minimum rates** means the Table in clause 16.1.

**Table 4—Junior rates (pharmacy assistants levels 1 and 2 only)** means the Table in clause 16.2.

**Table 5—Overtime rates** means the Table in clause 21.4.

**Table 6—Penalty rates** means the Table in clause 22.3.

**Table 7—Period of notice**

means the Table in clause 32.1.

[Definition of **workplace delegate** inserted by [PR774717](#) from 01Jul24]

**workplace delegate** has the meaning given by section 350C(1) of the [Act](#).

### 3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 3.4 Where a pharmacy does not have a notice board, the award and the [NES](#) may be kept at an alternative location on the premises that is accessible to employees, including being kept with the pharmacy communication book.

## 4. Coverage

4.1 In this industry award, **community pharmacy** means a business to which all of the following apply:

- (a) the business is established wholly or partly for compounding or dispensing prescriptions for, or selling medicines or drugs to, the general public from the premises on which the business is conducted, whether or not other goods are so sold from those premises; and
- (b) if required to be registered under legislation for the regulation of pharmacies in force in the place in which the premises on which the business is conducted are located, the business is so registered; and
- (c) the business is not owned by a hospital or other public institution or operated by government.

4.2 This industry award covers, to the exclusion of any other modern award:

- (a) employers in the community pharmacy industry throughout Australia; and
- (b) employees (within a classification defined in Schedule A—Classification Definitions) of employers mentioned in clause 4.2(a).

4.3 This industry award also covers:

- (a) on-hire employees working in the community pharmacy industry (within a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and
- (b) trainees employed by a group training employer and hosted by a community pharmacy to work in the community pharmacy industry (within a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.

4.4 However, this industry award does not cover any of the following:

- (a) employees excluded from award coverage by the [Act](#); or  
NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or
- (d) employers of employees mentioned in clauses 4.4(a), 4.4(b) or 4.4(c).

4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the community pharmacy industry who is not covered by this industry award may be covered by an award with occupational coverage.

## **5. Individual flexibility arrangements**

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a)** arrangements for when work is performed; or
  - (b)** overtime rates; or
  - (c)** penalty rates; or
  - (d)** allowances; or
  - (e)** annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
  - (b)** if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
  - (b)** identify the award term, or award terms, the application of which is to be varied; and
  - (c)** set out how the application of the award term, or each award term, is varied; and
  - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e)** state the date the agreement is to start.
- 5.7** An agreement must be:



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- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

**5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

**5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

**5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

**5.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the [Act](#) then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

**5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

**5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

[6 substituted by [PR763206](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 31—Dispute resolution and/or under section 65B of the [Act](#).

## **7. Facilitative provisions**

**7.1** This award contains facilitative provisions which allow agreement between an employer and an individual employee on how specific award provisions are to apply at the workplace.

**7.2** The following clauses have facilitative provisions:

**Table 1—Facilitative provisions**

<b>Clause</b>	<b>Provision</b>
21.5	Time off instead of payment for overtime
23.4	Annual leave in advance
23.5	Cashing out of annual leave
28.3	Substitution of public holidays by agreement

7.3 The agreement must be kept by the employer as a time and wages record.

## **Part 2—Types of Employment and Classifications**

### **8. Types of employment**

8.1 An employee covered by this award must be one of the following:

- (a) a full-time employee; or
- (b) a part-time employee; or
- (c) a casual employee.

8.2 At the time of engaging an employee, the employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

#### **8.3 Moving between types of employment**

- (a) A full-time or casual employee can only become a part-time employee with the employee's written consent.
- (b) Moving to part-time employment does not affect the continuity of any leave entitlements.
- (c) A full-time employee:
  - (i) may request to become a part-time employee; and
  - (ii) may return to full-time employment at a date agreed in writing with the employer.

### **9. Full-time employees**

An employee who is engaged to work 38 ordinary hours per week (or 76 ordinary hours over 2 consecutive weeks) is a full-time employee.

## **10. Part-time employees**

- 10.1** An employee who is engaged to work for less than 38 ordinary hours per week (or 76 over 2 consecutive weeks) and whose hours of work are reasonably predictable, is a part-time employee.
- 10.2** This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.
- 10.3** A part-time employee is entitled to payments in respect of annual leave and personal/carer's leave, on a proportionate basis.
- 10.4** At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:
- (a)** the number of hours to be worked each day; and
  - (b)** the days of the week on which the employee will work; and
  - (c)** the times at which the employee will start and finish work each day; and
  - (d)** when meal breaks may be taken and their duration.
- 10.5** Any agreement under clause 10.4 must state that any variation agreed by the employer and the employee to any of the matters mentioned in clauses 10.4(a) to 10.4(d) must be in writing and may be of a temporary (e.g. single shift or rostered period) or permanent nature.
- 10.6** An agreement under clause 10.4 must also state that for each hour worked in excess of the number of ordinary hours agreed under clauses 10.4 and 10.12, the employee must be paid at the overtime rate in accordance with clause 21.2—Application of overtime.
- 10.7** An employer must roster a part-time employee on any shift for a minimum of 3 consecutive hours.
- 10.8** The employer must keep a copy of any agreement under clause 10.4 or variation of it and give another copy to the employee.
- 10.9** The roster of a part-time employee, but not the number of hours agreed under clause 10.4, may be changed by the employer giving the employee 7 days', or in an emergency 48 hours', written notice of the change.
- 10.10** The roster of a part-time employee, including the number of hours agreed under clause 10.4, may be changed at any time by the employer and employee by mutual agreement.
- 10.11** However, the roster of a part-time employee must not be changed:
- (a)** from pay period to pay period; or
  - (b)** so as to avoid any award entitlement.

- 10.12** A part-time employee who has worked on any day the number of hours agreed under clause 10.4 may agree to work additional hours on that day on the terms applicable to a casual employee. An agreement to work additional hours must be in writing.

NOTE: If the employer directs a part-time employee to work a reasonable number of hours in excess of the number of ordinary hours they are required to work per week, the employer must pay the employee at the overtime rate specified in clause 21—Overtime for those hours. Clause 10.12, however, allows a part-time employee to agree with their employer to work more than their rostered hours on a particular day and be paid the casual loading instead of the overtime rate for those hours. The overtime rate must, however, be paid for any hours worked in the circumstances specified in clause 21.2—Application of overtime.

EXAMPLE: After finishing her rostered hours for a day, Alice’s boss, Catherine, asks her to stay and work an additional 2 hours. Catherine explains that Alice is not required to do so as she can arrange for a casual employee to perform the work. Alice is keen on earning some extra money so she agrees to work the additional hours at the casual rate.

- 10.13** However, the total number of hours agreed under clause 10.4 and 10.12 must not exceed the maximum daily hours specified in clause 13.3 (Ordinary hours of work) or full-time employment hours specified in clause 9—Full-time employees.

NOTE: See clause 21—Overtime for rates applicable when agreed additional hours exceed the maximum daily hours or full-time employment hours.

#### **10.14 School students**

The minimum engagement period for a part-time employee will be 2 hours if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and
- (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than 3 hours; and
- (d) there is at least one employee who is classified at level 3 or higher engaged over the same period to supervise the school student.

### **11. Casual employees**

[Varied by [PR733891](#), [PR777239](#)]

[11.1 deleted by [PR733891](#) from 27Sep21]

[11.2 renumbered as 11.1 by [PR733891](#) from 27Sep21]

- 11.1** An employer must roster a casual employee on any shift for a minimum of 3 consecutive hours.

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[11.3 renumbered as 11.2 by [PR733891](#) from 27Sep21]

- 11.2** An employer must pay a casual employee for each ordinary hour worked a loading of **25%** on top of the minimum hourly rate otherwise applicable under clause 16—Minimum rates.

NOTE: Column 2 of **Table 3—Minimum rates** shows the minimum hourly rate to which the casual loading applies. If an employee is classified as a Pharmacy Assistant, and aged under 21 years, see also clause 16.2—Junior rates (pharmacy assistants levels 1 and 2 only).

[11.4 renumbered as 11.3 by [PR733891](#) from 27Sep21]

- 11.3** An employer must pay a casual employee for each ordinary hour worked during periods specified in clause 22—Penalty rates the casual penalty rate (inclusive of casual loading) specified in column 3 of **Table 6—Penalty rates**.

NOTE: The **25%** loading for casual employees applies to ordinary hours worked. The casual loading is not payable on overtime worked as specified in clause 21—Overtime.

[11.5 renumbered as 11.4 by [PR733891](#) from 27Sep21]

- 11.4** The pay period of a casual employee is as determined under clause 17.1—Pay period.

### **11.5 School Students**

[11.6 renumbered as 11.5 by [PR733891](#) from 27Sep21]

The minimum engagement period for an employee engaged on a casual basis will be 2 hours if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day on which they are required to attend school; and
- (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than 3 hours; and
- (d) there is at least one employee who is classified at level 3 or higher engaged over the same period to supervise the school student.

### **11.6 Changes to casual employment status**

[11.7 renumbered as 11.6 and renamed and substituted by [PR733891](#); renamed and substituted by [PR777239](#) from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the [NES](#). See sections 66A to 66MA of the [Act](#).

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the [Act](#) and/or under clause 31—Dispute resolution.

## 12. Classifications

- 12.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.
- 12.2 The classification by the employer must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.
- 12.3 Employers must notify employees in writing of their classification and of any change to it.

## Part 3—Hours of Work

### 13. Ordinary hours of work

- 13.1 Ordinary hours may be worked on any day between 7.00 am and midnight.
- 13.2 Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 15—Breaks.
- 13.3 The maximum number of ordinary hours that can be worked on any day is 12.
- 13.4 The maximum number of ordinary hours of work per week for a full-time employee is 38 (or 76 ordinary hours over 2 consecutive weeks).
- 13.5 The maximum number of ordinary hours of work per week for a part-time employee are as agreed under clause 10—Part-time employees.

### 13A. Employee right to disconnect

[13A inserted by [PR777970](#) from 26Aug24]

- 13A.1 Clause 13A provides for the exercise of an employee’s right to disconnect under section 333M of the [Act](#).

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - (1) their employer outside of the employee’s working hours,
  - (2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
- (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee’s refusal is unreasonable.

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- (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3-1 of the [Act](#) prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the [Act](#).

**13A.2** Clause 13A applies from the following dates:

- (a) 26 August 2024—for employers that are not small business employers on this date and their employees.
- (b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

**13A.3** An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the [Act](#).

**13A.4** Clause 13A.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of an emergency roster change under clause 10.9.

## 14. Rostering arrangements—full-time and part-time employees

**14.1** The following roosting arrangements apply to full-time and part-time employees:

- (a) employees must be rostered to work ordinary hours in such a way that they have:
  - (i) 2 consecutive days off each week; or
  - (ii) 3 consecutive days off over 2 consecutive weeks;
- (b) employees must not be rostered to work ordinary hours on more than 5 days in a week;
- (c) despite clause 14.1(b), employees may be rostered to work ordinary hours on 6 days one week if they are rostered to work ordinary hours on no more than 4 days the following week;
- (d) employees must not be rostered to work (whether ordinary hours or overtime) on more than 6 consecutive days;
- (e) employees rostered to work (whether ordinary hours or overtime) on 3 Sundays in a 4 week cycle must be rostered to have 3 consecutive days off in that 4 week cycle, including a Saturday and Sunday.

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- 14.2 Clause 14.1(e) does not apply to a part-time employee who has agreed under clause 10—Part-time employees to work Saturday or Sunday (or both) each week and have at least 2 consecutive days off.
- 14.3 At the written request of the employee, the employer and the employee may agree to rostering arrangements that are different to those in clause 14.
- 14.4 Different arrangements agreed under clause 14.3 must be recorded in the time and wages record.
- 14.5 The employee may end an agreement under clause 14.3 at any time by giving the employer 4 weeks’ notice unless the agreement was made under clause 10.4 (Part-time employees).
- 14.6 An agreement under clause 14.3 may provide that it ends on a particular day or at the end of a particular period.
- 14.7 An employee cannot be required, as a condition of employment, to agree to an arrangement under clause 14.3.

**15. Breaks**

- 15.1 Clause 15 gives an employee an entitlement to meal breaks and rest breaks.
- 15.2 An employee who works the number of hours on any one day specified in an item of column 1 of **Table 2—Entitlements to meal and rest break(s)** is entitled to a break or breaks as specified in column 2.

**Table 2—Entitlements to meal and rest break(s)**

<b>Column 1</b>	<b>Column 2</b>
<b>Hours worked per day</b>	<b>Breaks</b>
At least 4 hours but not more than 5	One 10-minute paid rest break
More than 5 hours but less than 7.6	One 10-minute paid rest break One 30 to 60-minute unpaid meal break
7.6 hours or more	Two 10-minute paid rest breaks (not to be taken in the first hour of work or in the first hour of resuming work after a meal break) One 30 to 60-minute unpaid meal break (to be taken within the first 5 hours of work but not before the first 2.5 hours)



## Part 4—Wages and Allowances

### 16. Minimum rates

[Varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#)]

#### 16.1 Adult rates

[16.1 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

An employer must pay an employee the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly rate specified in column 2) in accordance with the employee classification specified in column 1 of Table 3—Minimum rates.

NOTE 1: Provisions for calculating rates for an employee who is classified as a pharmacy assistant and aged under 21 years are at clause 16.2—Junior rates (pharmacy assistants levels 1 and 2 only).

**Table 3—Minimum rates**

<b>Column 1</b> <b>Employee classification</b>	<b>Column 2</b> <b>Minimum weekly rate</b> <b>(full-time employee)</b>	<b>Column 3</b> <b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Pharmacy assistant level 1	974.80	25.65
Pharmacy assistant level 2	997.10	26.24
Pharmacy assistant level 3	1032.30	27.17
Pharmacy assistant level 4	1074.70	28.28
Pharmacy student—1st year of course	974.80	25.65
Pharmacy student—2nd year of course	997.10	26.24
Pharmacy student—3rd year of course	1032.30	27.17
Pharmacy student—4th year of course	1074.70	28.28
Pharmacy intern—1st half of training	1089.00	28.66
Pharmacy intern—2nd half of training	1126.10	29.63
Pharmacist	1337.60	35.20
Experienced pharmacist	1465.10	38.56

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Pharmacist in charge	1499.60	39.46
Pharmacist manager	1671.00	43.97

NOTE 2: Provisions for calculating minimum hourly rates for casual employees are at clause 11—Casual employees. Overtime rates are specified in clause 21—Overtime and penalty rates are specified in clause 22—Penalty rates.

NOTE 3: Schedule B—Summary of Minimum Hourly Rates of Pay contains a summary of minimum hourly rates of pay including casual, overtime and penalty rates.

**16.2 Junior rates (pharmacy assistants levels 1 and 2 only)**

An employer must pay an employee, who is classified as a pharmacy assistant level 1 or level 2 and aged as specified in column 1 of **Table 4—Junior rates (pharmacy assistants levels 1 and 2 only)**, at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

**Table 4—Junior rates (pharmacy assistants levels 1 and 2 only)**

<b>Column 1</b>	<b>Column 2</b>
<b>Age</b>	<b>% of minimum rate</b>
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

**16.3 Pharmacy students**

The following applies for determining which year of a course a pharmacy student is in for the purpose of **Table 3—Minimum rates**:

- (a) a year of a course begins on the first day of the relevant academic term; and
- (b) a pharmacy student in the first year of a Master of Pharmacy course is treated as being in the 3rd year of a course; and
- (c) progress through the pharmacy student classification rates is in line with progress through a course; and
- (d) progress through a course for the purpose of clause 16.3(c) is determined by completing and passing all subjects for a year of a course.

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NOTE: A pharmacy student can progress to the next pharmacy student classification rate in less than one year if all subjects for a year of a course are completed and passed in less than one year. A pharmacy student remains at the wage specified for a year of a course until all the required subjects are completed and passed.

### 16.4 Supported wage system

For employees who, because of the effects of a disability, are eligible for a supported wage, see Schedule D—Supported Wage System.

### 16.5 National training wage

- (a) Schedule E to the [Miscellaneous Award 2020](#) sets out minimum wage rates and conditions for employees undertaking traineeships.

[16.5(b) varied by [PR723827](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020](#) as at 1 July 2024. For that purpose, any reference to “this award” in Schedule E to the [Miscellaneous Award 2020](#) is to be read as referring to the *Pharmacy Industry Award 2020* and not to the [Miscellaneous Award 2020](#).

[16.5(c) inserted by [PR718829](#); deleted by [PR723827](#) ppc 01Nov20]

## 17. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 17.1 Pay period

- (a) The employer may determine the pay period of an employee as being either weekly or fortnightly.
- (b) Wages must be paid for a pay period according to the number of hours worked by the employee in the period.

NOTE: Hours of work may be measured over 2 consecutive weeks.

### 17.2 Pay day

- (a) Wages must be paid on a regular pay day no later than 4 days after the end of the pay period.
- (b) Employers must notify employees in writing about which day is the regular pay day.
- (c) The regular pay day of an employee may only be changed by the employer giving the employee 4 weeks’ written notice.

### **17.3 Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **18. Annualised wage arrangements—pharmacist and pharmacy assistant level 4**

**18.1** This clause applies to a pharmacist or a pharmacy assistant level 4.

### **18.2 Annualised wage instead of award provisions**

- (a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 18.2(c), of any or all of the following provisions of the award:
  - (i) clause 16—Minimum rates;
  - (ii) clause 19.2—Home medicine reviews and residential medication management reviews;
  - (iii) clause 19.3—Meal allowances;
  - (iv) clause 19.4—On-premise meal allowance;
  - (v) clause 21—Overtime;

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- (vi) clause 22—Penalty rates;
  - (vii) clause 23.3—Annual leave loading; and
  - (viii) clause 28—Public holidays.
- (b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:
- (i) the annualised wage that is payable;
  - (ii) which of the provisions of this award will be satisfied by payment of the annualised wage;
  - (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
  - (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 18.2(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 18.2(b)(iv), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.
- (d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.
- (e) The agreement may be terminated:
- (i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) at any time, by written agreement between the employer and the individual employee.

### 18.3 Annualised wage not to disadvantage employees

- (a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the

amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 18.3(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

#### **18.4 Base rate of pay for employees on annualised wage arrangements**

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

### **19. Allowances**

[Varied by [PR718829](#), [PR718984](#), [PR729266](#), [PR729451](#), [PR740687](#), [PR740859](#), [PR762120](#), [PR762284](#), [PR773896](#), [PR774065](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 19.1** Clause 19 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

#### **19.2 Home medicine reviews and residential medication management reviews**

An employee classified as a Pharmacist, Experienced Pharmacist, Pharmacist in Charge or Pharmacist Manager who is required by the employer to perform home medicine reviews or residential medication management reviews shall be paid an additional allowance of **\$106.40** per week.

#### **19.3 Meal allowances**

- (a) Clause 19.3 applies to an employee to whom all of the following apply:
  - (i) the employee has worked 6 or more ordinary hours on any day; and
  - (ii) the employee is required to work on that day, overtime, or more than 1.5 hours beyond the time at which the employee ordinarily finishes work for the day, unless the hours worked were agreed under clause 10—Part-time employees; and

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- (iii) the employee was not advised of the requirement mentioned in clause 19.3(a)(ii) on or before the previous day; and
- (iv) the employee cannot reasonably return home for a meal within the period of the meal break.

(b) The employer must:

[19.3(b)(i) varied by [PR718984](#), [PR729451](#), [PR740859](#), [PR762284](#), [PR774065](#) ppc 01Jul24]

- (i) pay the employee a meal allowance of **\$23.14**; or
- (ii) supply the employee with an adequate meal.

[19.3(c) varied by [PR718984](#), [PR729451](#), [PR740859](#), [PR762284](#), [PR774065](#) ppc 01Jul24]

- (c) If the number of hours worked under a requirement mentioned in clause 19.3(a)(ii) exceeds 4, the employer must pay the employee a further meal allowance of **\$20.74**.

### 19.4 On-premise meal allowance

- (a) Clause 19.4 applies to a pharmacist who is required to take a meal break on the premises so as to attend to urgent matters requiring the involvement of a pharmacist.
- (b) The employer must pay the pharmacist at the penalty rate for the period of the meal break, regardless of other penalty rates to which the pharmacist is entitled.
- (c) In clause 19.4(b), the penalty rate means **150%** of the minimum hourly rate of the pharmacist. See column 2 of **Table 3—Minimum rates**.

### 19.5 Clothing allowance

- (a) The employer must reimburse an employee who is required to wear special clothing, such as a uniform or protective clothing, for the cost of purchasing any such clothing (including purchasing replacement clothing due to normal wear and tear) that is not supplied or paid for by the employer.
- (b) If special clothing that is required to be worn by an employee needs to be laundered, the employer must undertake the laundering at no cost to the employee or pay the employee an allowance of:
  - (i) **\$6.25** each week for a full-time employee; or
  - (ii) **\$1.25** each shift for a part-time or casual employee.

### 19.6 Moving expenses

- (a) Clause 19.6 applies if an employer transfers an employee from one township to another and, as a consequence, the employee moves residence.
- (b) The employer must pay the total cost (including fares and other transport charges) of moving the employee and member(s) of the employee's immediate family who reside in the employee's household.

## 19.7 Motor vehicle allowance

[19.7 varied by [PR718984](#), [PR740859](#), [PR762284](#), [PR774065](#) ppc 01Jul24]

If an employer requests an employee to use their own motor vehicle in performing their duties, the employer must pay the employee an allowance of **\$0.99** for each kilometre travelled.

## 19.8 Transport reimbursement

(a) Clause 19.8 applies to an employee to whom all of the following apply:

- (i) the employee starts work before 7.00 am or starts or finishes work after 10.00 pm; and
- (ii) the employee's regular means of transport is not available; and
- (iii) the employee is unable to arrange their own alternative means of transport; and
- (iv) a proper means of transport to or from the employee's usual place of residence is not provided to, or arranged for, the employee by the employer at no cost to the employee.

(b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.

## 19.9 Broken Hill allowance

[19.9 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of **\$44.18** per week.

## 20. Superannuation

[Varied by [PR771265](#)]

### 20.1 Superannuation legislation

[20.1 substituted by [PR771265](#) ppc 09Apr24]

- (a) The [NES](#) and 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), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 20 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:



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- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

### 20.2 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.

### 20.3 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 20.2.
- (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 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

### 20.4 Superannuation fund

[20.4 varied by [PR771265](#) ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 20.2 and pay any amount authorised under clauses 20.3(a) or 20.3(b) to one of the

following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) Retail Employees Superannuation Trust (REST);
- (b) Guildsuper;
- (c) 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 and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## 20.5 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 20.2 and pay the amount authorised under clauses 20.3(a) or 20.3(b).

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

## Part 5—Overtime and Penalty Rates

### 21. Overtime

[Varied by [PR763206](#)]

#### 21.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and clause 21.1, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 21.1 the following must be taken into account:
  - (i) any risk to employee health and safety from working the additional hours;

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- (ii) the employee's personal circumstances, including family responsibilities;
- (iii) the needs of the workplace or enterprise in which the employee is employed;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) any notice given by the employer of any request or requirement to work the additional hours;
- (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms in this award inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

### 21.2 Application of overtime

An employer must pay an employee at the overtime rate, as specified in clause 21.4, for any hours worked at the direction of the employer:

- (a) in excess of 38 hours per week (or 76 ordinary hours over 2 consecutive weeks); or
- (b) in excess of 12 hours on any day as specified in clause 13.3 (Ordinary hours of work); or
- (c) that are not continuous, except for rest breaks and meal breaks to which the employee is entitled under clause 15—Breaks; or
- (d) between midnight and 7.00 am; or
- (e) outside the rostering arrangements specified in clause 14—Rostering arrangements—full-time and part-time employees.

**21.3** An employer must pay a part-time employee at the overtime rate for each hour worked in excess of the number of hours that the employee has agreed to work under clauses 10.4 and 10.12 (Part-time employees).

### 21.4 Payment of overtime

- (a) An employer must pay an employee for all overtime worked as prescribed in clause 21.2 and 21.3 the overtime rate specified in column 2 of Table 5—

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Overtime rates in accordance with when the overtime was worked as specified in column 1 of that table.

- (b) The overtime rate specified in column 2 of **Table 5—Overtime rates** must be applied to the applicable minimum hourly rate for the employee classification in accordance with clause 16—Minimum rates.

**Table 5—Overtime rates**

<b>Column 1</b> <b>For overtime worked on</b>	<b>Column 2</b> <b>Overtime rate</b> <b>% of minimum hourly rate</b>
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday—all day	200%
Public holiday—all day	250%

NOTE: Schedule B—Summary of Minimum Hourly Rates of Pay sets out the minimum hourly overtime rate for all employee classifications according to when overtime is worked.

- (c) Casual loading is not payable on overtime worked by a casual employee.

### **21.5 Time off instead of payment for overtime**

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 21.5 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.5(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

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- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.5 will apply, in relation to overtime that has been worked.

[Note varied by [PR763206](#) ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.5.

## 22. Penalty rates

- 22.1 Clause 22 sets out penalty rates for ordinary hours worked at specified times or on specified days.

NOTE: Clause 21—Overtime prescribes overtime rates for hours worked in excess of, or outside, ordinary hours.

- 22.2 Penalty rates are not cumulative on overtime rates.

### 22.3 Payment of penalty rates

- (a) An employer must pay a full-time or part-time employee in accordance with column 2 of Table 6—Penalty rates, and a casual employee in accordance with column 3 of that table, for hours worked by the employee during a period specified in column 1 of that table.
- (b) The penalty rate specified in column 2 or 3 of Table 6—Penalty rates must be applied to the applicable minimum hourly rate for the employee classification in accordance with clause 16—Minimum rates.

NOTE 1: Table 3—Minimum rates shows the minimum hourly rate applicable under clause 16—Minimum rates. If an employee is classified as a pharmacy assistant and aged under 21, see also clause 16.2—Junior rates (pharmacy assistants levels 1 and 2 only).

**Table 6—Penalty rates**

<b>Column 1</b> <b>For hours worked on</b>	<b>Column 2</b> <b>Full-time and part-time penalty rate</b> <b>% of minimum hourly rate</b>	<b>Column 3</b> <b>Casual penalty rate (inclusive of casual loading)</b> <b>% of minimum hourly rate</b>
<b>Monday to Friday</b>		
Between 7.00 am and 8.00 am	150%	175%
Between 7.00 pm and 9.00 pm	125%	150%
Between 9.00 pm and midnight	150%	175%
<b>Saturday</b>		
Between 7.00 am and 8.00 am	200%	225%
Between 8.00 am and 6.00 pm	125%	150%
Between 6.00 pm and 9.00 pm	150%	175%
Between 9.00 pm and midnight	175%	200%
<b>Sunday</b>		
Between 7.00 am and 9.00 pm (1 July 2019 to 30 June 2020)	165%	190%
Between 7.00 am and 9.00 pm (From 1 July 2020)	150%	175%
<b>Sunday</b>		
Before 7.00 am and after 9.00 pm	200%	225%
<b>Public holidays—all day</b>	225%	250%

NOTE 2: Schedule B—Summary of Minimum Hourly Rates of Pay sets out the minimum hourly penalty rate for all employee classifications.

## **Part 6—Leave and Public Holidays**

### **23. Annual leave**

NOTE: Where an employee is receiving over-award payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

**23.1** Annual leave is provided for in the [NES](#).

### 23.2 Additional leave for certain shiftworkers

A **shiftworker**, for the purposes of the [NES](#), is an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

### 23.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate prescribed in clause 16—Minimum rates of this award in addition to their minimum rate of pay. Annual leave loading payment is payable on leave accrued.

(b) The loading will be as follows:

(i) **Day work**

Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—**17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

### 23.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 23.4 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 23.4 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **23.5 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.5.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.5.

NOTE 3: An example of the type of agreement required by clause 23.5 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out Schedule F—Agreement to Cash Out Annual Leave.

### **23.6 Excessive leave accruals: general provision**

NOTE: Clauses 23.6 to 23.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2-2, Division 6 of the [Act](#).



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- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 23.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### 23.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 23.7(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 23.7(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 23.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**23.8 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 23.8(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 23.8(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 23.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 23.8(a).

**24. Personal/carer's leave and compassionate leave**

**24.1** Personal/carer's leave and compassionate leave are provided for in the [NES](#).

**24.2 Evidence requirements**

- (a) For the purposes of section 107(3) of the [Act](#), an employee is entitled to one day's absence per year for leave of the kind in section 97(a) of the [Act](#) (unfit for

work because of personal illness or injury) without being required to provide a statutory declaration as to the reasons for the absence.

- (b) Where any absence exceeds 3 consecutive days, the employer may require the production of a medical certificate from a legally qualified medical practitioner.

### 24.3 Casual employees

- (a) A casual employee is entitled to be unavailable for work or to leave work to care for a person who requires care or support because of:
  - (i) illness or an injury; or
  - (ii) an emergency.
- (b) 48 hours' absence is allowed by right, with additional absence by agreement.
- (c) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under clause 24.3.
- (d) Casual employees are not entitled to paid leave under clause 24.1.

## 25. Parental leave and related entitlements

[25 varied by [PR763206](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 31—Dispute resolution and/or under section 76B of the [Act](#).

## 26. Community service leave

Community service leave entitlements are provided for in the [NES](#).

## 27. Family and domestic violence leave

[27—Unpaid family and domestic violence leave renamed and substituted by [PR750519](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## 28. Public holidays

[Varied by [PR747337](#)]

**28.1** Public holiday entitlements are provided for in the [NES](#).

**28.2** Where an employee works on a public holiday they will be paid in accordance with clause 22.3—Payment of penalty rates.

NOTE: Schedule B—Summary of Minimum Hourly Rates of Pay sets out the minimum hourly penalty rate for all employee classifications.

### 28.3 Substitution of public holidays by agreement

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

[28.4 deleted by [PR747337](#) ppc 14Nov22]

## Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by [PR774717](#) from 01Jul24]

### 28A. Workplace delegates' rights

[28A inserted by [PR774717](#) from 01Jul24]

**28A.1** Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

**28A.2** In clause 28A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**28A.3** Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If

requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**28A.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

**28A.5 Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

**28A.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**28A.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.

- (b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### **28A.8 Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

**28A.9 Exercise of entitlements under clause 28A**

- (a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 28A.

**29. Consultation about major workplace change**

**29.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

- 29.2** For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).
- 29.5** In clause 29 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 29.6** Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

### **30. Consultation about changes to rosters or hours of work**

- 30.1** Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 30.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 30.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and



- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**30.4** The employer must consider any views given under clause 30.3(b).

**30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **31. Dispute resolution**

[Varied by [PR763206](#), [PR777239](#), [PR777970](#)]

**31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**31.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

**31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

**31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

**31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

**31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

**31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.

**31.8** While procedures are being followed under clause 31 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

[Note 1 and Note 2 inserted by [PR763206](#); deleted by [PR777970](#) from 26Aug24]

[Note inserted by [PR777970](#) from 26Aug24; varied by [PR777239](#) from 27Aug24]

NOTE 1: In addition to clause 31, the [Act](#) contains dispute resolution procedures as follows:

<b>For a dispute about rights under the Act to</b>	<b>Section</b>
Request flexible working arrangements	65B
Change casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee’s right to disconnect	333N

## Part 8—Termination of employment and Redundancy

### 32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 32.1 Notice of termination by an employee

- (a) Clause 32 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 7—Period of notice**
- (c) of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 7—Period of notice**

<b>Column 1</b>	<b>Column 2</b>
<b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to

give additional notice based on the age of the employee if the employee is over 45 years and has completed at least 2 years' continuous service.

- (d) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (e) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (f) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(e).
- (g) Any deduction made under clause 32.1(e) must not be unreasonable in the circumstances.

### 32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 33. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### 33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

**33.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

**33.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

## Schedule A—Classification Definitions

**A.1 Pharmacy assistant level 1** is an employee working as a pharmacy assistant in a community pharmacy who has not acquired the competencies required to hold a qualification in Community Pharmacy and is not covered by any other classification in this Schedule.

**A.2 Pharmacy assistant level 2** is an employee who has acquired the competencies required to be the holder of a Certificate II in Community Pharmacy, as determined by the National Quality Council or a successor body.

**A.3 Pharmacy assistant level 3/Dispensary assistant level 3** is an employee who has acquired the competencies required to be the holder of a Certificate III in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.

A pharmacy assistant/dispensary assistant level 3 may be required by the employer to:

- (a) supervise pharmacy assistants levels 1 or 2; or
- (b) perform the duties of a dispensary assistant, that is:
  - (i) work in the dispensary performing dispensing duties under the direct supervision of a pharmacist; or
  - (ii) work in a compounding lab or compounding section of a community pharmacy assisting with extemporaneous preparations as the major part of their duties.

**A.4 Pharmacy assistant level 4** is an employee who has acquired the competencies required to be the holder of a Certificate IV in Community Pharmacy, as determined by the National Quality Council or a successor body, and who is required by the employer to work at this level.

A pharmacy assistant level 4 may be required by the employer to supervise pharmacy assistants levels 1, 2 or 3.

**A.5 Pharmacy student** is an employee who is undertaking training as part of an approved program of study, as defined by the Health Practitioner Regulation National Law.

**A.6 Pharmacy intern** is an employee who has satisfied the examination requirements of an accredited program of study, as defined by the Health Practitioner Regulation National Law, and who is undertaking clinical training.

**A.7 Pharmacist** is an employee registered under the Health Practitioner Regulation National Law to practise in the pharmacy profession (other than as a student).

**A.8 Experienced pharmacist** is an employee who is a pharmacist with at least 4 years full-time experience (or the part-time equivalent) in a community pharmacy.

**A.9 Pharmacist in charge** is an employee who is a pharmacist who assumes responsibility for the day to day supervision and functioning of the community pharmacy.

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**A.10 Pharmacist manager** is an employee who is a pharmacist who is responsible to the owner of the community pharmacy for all aspects of the business.

## Schedule B—Summary of Minimum Hourly Rates of Pay

[Varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#)]

See also Part 4—Wages and Allowances and Part 5—Overtime and Penalty Rates

### B.1 Full-time and part-time adult employees

#### B.1.1 Full-time and part-time adult employees—penalty rates for Monday to Friday

[B.1.1 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

	Ordinary hours Monday to Friday			
	Between 8.00 am and 7.00 pm	Between 7.00 am and 8.00 am	Between 7.00 pm and 9.00 pm	Between 9.00 pm and midnight
	% of minimum hourly rate			
	100%	150%	125%	150%
	\$	\$	\$	\$
Pharmacy assistant level 1	25.65	38.48	32.06	38.48
Pharmacy assistant level 2	26.24	39.36	32.80	39.36
Pharmacy assistant level 3	27.17	40.76	33.96	40.76
Pharmacy assistant level 4	28.28	42.42	35.35	42.42
Pharmacy student—1st year of course	25.65	38.48	32.06	38.48
Pharmacy student—2nd year of course	26.24	39.36	32.80	39.36
Pharmacy student—3rd year of course	27.17	40.76	33.96	40.76
Pharmacy student—4th year of course	28.28	42.42	35.35	42.42
Pharmacy intern—1st half of training	28.66	42.99	35.83	42.99
Pharmacy intern—2nd half of training	29.63	44.45	37.04	44.45
Pharmacist	35.20	52.80	44.00	52.80
Experienced pharmacist	38.56	57.84	48.20	57.84
Pharmacist in charge	39.46	59.19	49.33	59.19
Pharmacist manager	43.97	65.96	54.96	65.96

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**B.1.2 Full-time and part-time adult employees—penalty rates for Saturday, Sunday and public holidays**

[B.1.2 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

	Saturday				Sunday		Public holidays All day
	Between 8.00 am and 6.00 pm	Between 7.00 am and 8.00 am	Between 6.00 pm and 9.00 pm	Between 9.00 pm and midnight	Before 7.00 am and after 9.00 pm	Between 7.00 am and 9.00 pm	
	% of minimum hourly rate 125%    200%    150%    175%    200%    150%    225%						
	\$	\$	\$	\$	\$	\$	\$
Pharmacy assistant level 1	32.06	51.30	38.48	44.89	51.30	38.48	57.71
Pharmacy assistant level 2	32.80	52.48	39.36	45.92	52.48	39.36	59.04
Pharmacy assistant level 3	33.96	54.34	40.76	47.55	54.34	40.76	61.13
Pharmacy assistant level 4	35.35	56.56	42.42	49.49	56.56	42.42	63.63
Pharmacy student—1st year of course	32.06	51.30	38.48	44.89	51.30	38.48	57.71
Pharmacy student—2nd year of course	32.80	52.48	39.36	45.92	52.48	39.36	59.04
Pharmacy student—3rd year of course	33.96	54.34	40.76	47.55	54.34	40.76	61.13
Pharmacy student—4th year of course	35.35	56.56	42.42	49.49	56.56	42.42	63.63
Pharmacy intern—1st half of training	35.83	57.32	42.99	50.16	57.32	42.99	64.49
Pharmacy intern—2nd half of training	37.04	59.26	44.45	51.85	59.26	44.45	66.67
Pharmacist	44.00	70.40	52.80	61.60	70.40	52.80	79.20
Experienced pharmacist	48.20	77.12	57.84	67.48	77.12	57.84	86.76
Pharmacist in charge	49.33	78.92	59.19	69.06	78.92	59.19	88.79
Pharmacist manager	54.96	87.94	65.96	76.95	87.94	65.96	98.93



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**B.1.3 All adult employees—overtime rates**

[B.1.3 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pharmacy assistant level 1	38.48	51.30	51.30	64.13
Pharmacy assistant level 2	39.36	52.48	52.48	65.60
Pharmacy assistant level 3	40.76	54.34	54.34	67.93
Pharmacy assistant level 4	42.42	56.56	56.56	70.70
Pharmacy student—1st year of course	38.48	51.30	51.30	64.13
Pharmacy student—2nd year of course	39.36	52.48	52.48	65.60
Pharmacy student—3rd year of course	40.76	54.34	54.34	67.93
Pharmacy student—4th year of course	42.42	56.56	56.56	70.70
Pharmacy intern—1st half of training	42.99	57.32	57.32	71.65
Pharmacy intern—2nd half of training	44.45	59.26	59.26	74.08
Pharmacist	52.80	70.40	70.40	88.00
Experienced pharmacist	57.84	77.12	77.12	96.40
Pharmacist in charge	59.19	78.92	78.92	98.65
Pharmacist manager	65.96	87.94	87.94	109.93

**B.2 Casual adult employees**

**B.2.1 Casual adult employees—penalty rates for Monday to Friday**

[B.2.1 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

	Ordinary hours Monday to Friday			
	Between 8.00 am and 7.00 pm	Between 7.00 am and 8.00 am	Between 7.00 pm and 9.00 pm	Between 9.00 pm and midnight
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>175%</b>	<b>150%</b>	<b>175%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pharmacy assistant level 1	32.06	44.89	38.48	44.89

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	<b>Ordinary hours Monday to Friday</b>			
	<b>Between 8.00 am and 7.00 pm</b>	<b>Between 7.00 am and 8.00 am</b>	<b>Between 7.00 pm and 9.00 pm</b>	<b>Between 9.00 pm and midnight</b>
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>175%</b>	<b>150%</b>	<b>175%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pharmacy assistant level 2	32.80	45.92	39.36	45.92
Pharmacy assistant level 3	33.96	47.55	40.76	47.55
Pharmacy assistant level 4	35.35	49.49	42.42	49.49
Pharmacy student—1st year of course	32.06	44.89	38.48	44.89
Pharmacy student—2nd year of course	32.80	45.92	39.36	45.92
Pharmacy student—3rd year of course	33.96	47.55	40.76	47.55
Pharmacy student—4th year of course	35.35	49.49	42.42	49.49
Pharmacy intern—1st half of training	35.83	50.16	42.99	50.16
Pharmacy intern—2nd half of training	37.04	51.85	44.45	51.85
Pharmacist	44.00	61.60	52.80	61.60
Experienced pharmacist	48.20	67.48	57.84	67.48
Pharmacist in charge	49.33	69.06	59.19	69.06
Pharmacist manager	54.96	76.95	65.96	76.95

**B.2.2 Casual adult employees—penalty rates for Saturday, Sunday and public holidays**

[B.2.2 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

	<b>Saturday</b>				<b>Sunday</b>		<b>Public holidays All day</b>
	<b>Between 8.00 am and 6.00 pm</b>	<b>Between 7.00 am and 8.00 am</b>	<b>Between 6.00 pm and 9.00 pm</b>	<b>Between 9.00 pm and midnight</b>	<b>Before 7.00 am and after 9.00 pm</b>	<b>Between 7.00 am and 9.00 pm</b>	
	<b>% of minimum hourly rate</b>						
	<b>150%</b>	<b>225%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>	<b>175%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pharmacy assistant level 1	38.48	57.71	44.89	51.30	57.71	44.89	64.13
Pharmacy assistant level 2	39.36	59.04	45.92	52.48	59.04	45.92	65.60
Pharmacy assistant level 3	40.76	61.13	47.55	54.34	61.13	47.55	67.93

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	Saturday				Sunday		Public holidays All day
	Between 8.00 am and 6.00 pm	Between 7.00 am and 8.00 am	Between 6.00 pm and 9.00 pm	Between 9.00 pm and midnight	Before 7.00 am and after 9.00 pm	Between 7.00 am and 9.00 pm	
	% of minimum hourly rate						
	150%	225%	175%	200%	225%	175%	250%
	\$	\$	\$	\$	\$	\$	\$
Pharmacy assistant level 4	42.42	63.63	49.49	56.56	63.63	49.49	70.70
Pharmacy student—1st year of course	38.48	57.71	44.89	51.30	57.71	44.89	64.13
Pharmacy student—2nd year of course	39.36	59.04	45.92	52.48	59.04	45.92	65.60
Pharmacy student—3rd year of course	40.76	61.13	47.55	54.34	61.13	47.55	67.93
Pharmacy student—4th year of course	42.42	63.63	49.49	56.56	63.63	49.49	70.70
Pharmacy intern—1st half of training	42.99	64.49	50.16	57.32	64.49	50.16	71.65
Pharmacy intern—2nd half of training	44.45	66.67	51.85	59.26	66.67	51.85	74.08
Pharmacist	52.80	79.20	61.60	70.40	79.20	61.60	88.00
Experienced pharmacist	57.84	86.76	67.48	77.12	86.76	67.48	96.40
Pharmacist in charge	59.19	88.79	69.06	78.92	88.79	69.06	98.65
Pharmacist manager	65.96	98.93	76.95	87.94	98.93	76.95	109.93

## Schedule C—Summary of Monetary Allowances

[Varied by [PR718829](#), [PR718984](#), [PR729266](#), [PR729451](#), [PR740687](#), [PR740859](#), [PR743410](#), [PR750761](#), [PR762120](#), [PR762284](#), [PR773896](#), [PR774065](#)]

See clause 19—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances

[C.1.1 varied by [PR718829](#), [PR729266](#), [PR740687](#), [PR762120](#), [PR773896](#) ppc 01Jul24]

**C.1.1** The following wage-related allowances are based on the [standard rate](#) defined in clause 2—Definitions as the minimum weekly rate for a pharmacy assistant level 3 in **Table 3—Minimum rates = \$ 1032.30**.

Allowance	Clause	% of standard rate	\$	Payable
Home medicine reviews or residential medication management reviews	19.2	–	106.40	per week
Broken Hill allowance	19.9	4.28	44.18	per week

### C.1.2 Automatic adjustment of wage-related allowances

[C.1.2 inserted by [PR750761](#) ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the [standard rate](#) specified for the allowance and will automatically adjust to reflect the specified percentage when the [standard rate](#) is varied.

### C.2 Expense-related allowances

[C.2.1 varied by [PR718984](#), [PR729451](#), [PR740859](#), [PR743410](#), [PR762284](#), [PR774065](#) ppc 01Jul24]

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clause 19—Allowances:

Allowance	Clause	\$	Payable
Meal allowance—overtime which exceeds 1.5 hours	19.3(b)(i)	23.14	per occasion
Meal allowance—overtime which exceeds 4 hours	19.3(c)	20.74	per occasion
Special clothing allowance—full-time employee	19.5(b)(i)	6.25	per week
Special clothing allowance—part-time or casual employee	19.5(b)(ii)	1.25	per shift
Motor vehicle allowance	19.7	0.99	per km

### C.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant

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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.

- (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:

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

## Schedule D—Supported Wage System

[Varied by [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#)]

**D.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.

**D.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*, 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** 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](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### **D.3 Eligibility criteria**

**D.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.

**D.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.

### **D.4 Supported wage rates**

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

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<b>Assessed capacity (clause D.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[D.4.2 varied by [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#) ppc 01Jul24]

**D.4.2** Provided that the minimum amount payable must be not less than **\$106** per week.

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

### **D.5 Assessment of capacity**

**D.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 SWS 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.

**D.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](#).

### **D.6 Lodgement of SWS wage assessment agreement**

**D.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 the Fair Work Commission.

**D.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 the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **D.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 SWS.

## **D.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.

## **D.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.

## **D.10 Trial period**

**D.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 4 weeks) may be needed.

**D.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.

[D.10.3 varied by [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#) ppc 01Jul24]

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$106** per week.

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

**D.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 D.5.



## Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

## Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer  
representative: \_\_\_\_\_

Signature of employer  
representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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[Schedule G—Part day Public Holidays deleted by [PR747337](#) ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#), [PR736911](#), [PR743410](#); deleted by [PR746868](#) ppc 17Oct22]