Pharmacy Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 25 September 2019 (PR709577, PR712226, PR712684).

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

17—Minimum weekly wages
19—Allowances
26—Overtime
31—Public holidays

Schedule E—Part-day Public Holidays


Long service leave – an order [PR506544] has been issued to preserve long service leave entitlements under the Division 2B State award titled Broken Hill Commerce and Industry Consent Award 2008 [RA120088].

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[Varied by PR988392, PR994533, PR532630, PR544519, PR546288, PR557581, PR573679, PR583047, PR594779, PR609329, PR610170, PR701404]

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Part 1—Application and Operation

1. Title

This award is the Pharmacy Industry Award 2010.

2. Commencement and transitional

[Varied by PR988392, PR542132]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by PR542132 ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by PR542132 ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by PR542132 ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by PR992087, PR994533, PR997772, PR503614, PR545969]

3.1 In this award, unless the contrary intention appears:

[Definition of Act substituted by PR994533 from 01Jan10]

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

[Definition of agreement-based transitional instrument inserted by PR994533 from 01Jan10]

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

[Definition of award-based transitional instrument inserted by PR994533 from 01Jan10]

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

[Definition of Commission deleted by PR994533 from 01Jan10]

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

(a) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or

(b) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies;

and

• that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and

• where other goods may be sold by retail

[Definition of default fund employee inserted by PR545969 ppc 01Jan14]

 default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of defined benefit member inserted by PR545969 ppc 01Jan14]

 defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)
Division 2B State award has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in 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)

MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

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

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

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

transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

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

[Varied by PR992087, PR994533]

4.1 This award covers employers throughout Australia in the community pharmacy industry, and their employees in the classifications listed in clause 16—Classifications of this award to the exclusion of any other modern award. The award does not cover employment in a pharmacy owned by a hospital or other public institution, or operated by government, where their goods or services are not sold by retail to the general public.

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

[4.3 substituted by PR994533 from 01Jan10]

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

[New 4.4 inserted by PR994533 from 01Jan10]

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

[4.5 inserted by PR994533 from 01Jan10]

4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 inserted by PR994533 from 01Jan10]

4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered 4.7 by PR994533 from 01Jan10]

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

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

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

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

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

7. **Individual flexibility arrangements**

[Varied by PR994533, PR542132; 7—Award flexibility renamed and substituted by PR610170 ppc 01Nov18]

7.1 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.

7.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

7.3 An agreement may only be made after the individual employee has commenced employment with the employer.

7.4 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 reasonably should 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.

7.5 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.

7.6 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.

7.7 An agreement must be:

(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.

7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

7.11 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

7.13 The right to make an agreement under clause 7 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.
Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by PR546288, 8—Consultation renamed and substituted by PR610170 ppc 01Nov18]

8.1 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.

8.2 For the purposes of the discussion under clause 8.1(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.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

8.4 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 8.1(b).

8.5 In clause 8:

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.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by PR610170 ppc 01Nov18]

8A.1 Clause 8A 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.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 8A.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.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by PR994533, PR542132; substituted by PR610170 ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

9.2 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.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.
9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 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.

9.6 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.

9.7 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 9.

9.8 While procedures are being followed under clause 9 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.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

10.1 Employees under this award will be employed in one of the following categories:

• full-time employees;

• part-time employees; or

• casual employees.

10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

11. Full-time employees

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

12. Part-time employees

[Varied by PR992090, PR994533, PR594779]

12.1 A part-time employee is an employee who:

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

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

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

12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs. Any agreement to vary the agreed hours may also be either a permanent agreed variation to the pattern of work or may be a temporary agreed variation, e.g. a single shift or roster period. Such a variation will be agreed hours for the purposes of clause 12.2(f).

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

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

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

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

12.8 Rosters

(a) A part-time employee’s roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee. The rostered hours of part-time employees may also be altered at any time by mutual agreement between the employer and the employee.

(b) Rosters will not be changed from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.

12.9 Award entitlements

[12.9 varied by PR994533 from 01Jan10]

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

12.10 Conversion of existing employees

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

12.11 Additional hours as casual hours

A part-time employee who has worked their agreed hours may agree to work additional hours which are not reasonably predictable up to the daily, weekly or fortnightly maximum ordinary hours of work provided by the award, as a casual employee and subject to the casual employee provisions of this award. Nothing in this clause prevents such agreement between the parties.

12.12 School students

[12.12 inserted by PR594779 ppc 11Sep17]

The minimum engagement period for a part-time employee will be two 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 three 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.

13. Casual employment

[Varied by PR594779, PR705391]

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

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

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

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

The minimum engagement period for an employee engaged on a casual basis will be two 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 three 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.

13.6 Right to request casual conversion

A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.

A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

Any request under this subclause must be in writing and provided to the employer.

Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
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(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2.

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first
12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 28 February 2019, an employer must provide such employees with a copy of the provisions of this subclause by 28 March 2019.

(q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

14. Termination of employment

[14 substituted by PR610170 ppc 01Nov18]

Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.

14.1 Notice of termination by an employee

(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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.

(c) In paragraph (b) continuous service has the same meaning as in s.117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (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.

(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).

(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.
14.2 **Job search entitlement**

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.

14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.

15. **Redundancy**

[Varied by PR994533, PR503614, PR561478; substituted by PR707007 ppc 03May19]

NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act.

15.1 **Transfer to lower paid duties on redundancy**

(a) Clause 15.1 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 paragraph (c).

(c) If the employer acts as mentioned in paragraph (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.

15.2 **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 15 or under sections 119–123 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.

15.3 **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 paragraph (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 paragraph (b).

(d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clauses 14.2 and 14.3.

Part 4—Classifications and Wage Rates

16. Classifications

[Varied by PR988392]

16.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification and of any changes to their classification.

16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

17. Minimum weekly wages

[Varied by PR992090, PR994533, PR997892, PR509043, PR522874, PR536677, PR551600, PR566680, PR579763, PR592107, PR606336, PR707422, PR709577 ppc 01Oct19]

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Pharmacy Assistants</td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>813.60</td>
</tr>
<tr>
<td>Level 2</td>
<td>833.00</td>
</tr>
<tr>
<td>Level 3</td>
<td>862.50</td>
</tr>
<tr>
<td>Level 4</td>
<td>898.00</td>
</tr>
<tr>
<td>Pharmacy Students</td>
<td></td>
</tr>
<tr>
<td>1st year of course</td>
<td>813.60</td>
</tr>
<tr>
<td>2nd year of course</td>
<td>833.00</td>
</tr>
<tr>
<td>3rd year of course</td>
<td>862.50</td>
</tr>
<tr>
<td>4th year of course</td>
<td>898.00</td>
</tr>
</tbody>
</table>
Pharmacy Industry Award 2010

Classifications | Per week $  
---|---  
**Pharmacy Interns**  
First half of training | 909.90  
Second half of training | 940.90  
**Pharmacist** | 1117.60  
**Experienced Pharmacist** | 1224.10  
**Pharmacist in Charge** | 1252.90  
**Pharmacist Manager** | 1396.10

18. **Junior wages (pharmacy assistants levels 1 and 2 only)**  
[Varied by PR992209; 18—Junior rates renamed and substituted by PR594779 ppc 11Sep17]

18.1 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 the table in clause 18.2 at least at the percentage specified in column 2 of the minimum wage that would be otherwise applicable under clause 17—Minimum weekly wages.

18.2 **Junior wages (pharmacy assistants levels 1 and 2 only)**

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Age</strong></td>
<td><strong>% of minimum wage</strong></td>
</tr>
<tr>
<td>Under 16 years of age</td>
<td>45%</td>
</tr>
<tr>
<td>16 years of age</td>
<td>50%</td>
</tr>
<tr>
<td>17 years of age</td>
<td>60%</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70%</td>
</tr>
<tr>
<td>19 years of age</td>
<td>80%</td>
</tr>
<tr>
<td>20 years of age</td>
<td>90%</td>
</tr>
</tbody>
</table>
19. **Allowances**

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR992090, PR993160, PR994533, PR998106, PR509165, PR522995, PR536798, PR541862, PR551721, PR561205, PR566822, PR579516, PR592270, PR606492, PR704188, PR707617, PR709577]

19.1 **Home Medicine Reviews and Residential Medication Management Reviews**

[New 19.1 inserted by PR709577 ppc 01Oct19]

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.

19.2 **Meal allowance**

[19.1(a) varied by PR998106, PR509165, PR522995, PR536798, PR551721, PR566822, PR579516, PR606492, PR704188, PR707617 ppc 01Jul19; 19.1 renumbered as 19.2 by PR709577 ppc 01Oct19]

(a) An employee who has worked six hours or more during ordinary time and who is then consecutively required to work overtime, or after the employees ordinary time of ending work, for more than one and a half hours will be either supplied with an adequate meal by the employer or be paid a meal allowance of $18.99. Where such overtime work exceeds four hours a further meal allowance of $17.01 will be paid.

(b) This provision will not apply in circumstances where the employer has advised the employee of the requirement to work overtime on the previous day.

(c) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.

[19.1(d) inserted by PR541862 ppc 01Oct13]

(d) No meal allowance will be payable where the additional hours are agreed hours as per clause 12.3.

19.3 **On-premise meal allowance (Pharmacists only)**

[19.2 renumbered as 19.3 by PR709577 ppc 01Oct19]

An employee who is required to take their meal break on the premises for the purpose of attending to urgent matters requiring the input of a qualified pharmacist will be paid at time and a half for the period of the meal break, regardless of other penalties that apply on that day.

19.4 **Special clothing**

[19.3 renumbered as 19.4 by PR709577 ppc 01Oct19]

(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This
provision will not apply where the special clothing is supplied and/or paid for by the employer.

[19.3(b) substituted by PR541862 ppc 01Oct13]

(b) Where an employee is required to launder any special uniform, dress or other clothing, the employer who provided that special clothing will arrange for its cleaning or will pay the employee the following applicable allowance:

(i) for a full-time employee - $6.25 per week;
(ii) for a part-time or casual employee - $1.25 per shift.

19.5 Transfer of employee reimbursement

[19.4 renumbered as 19.5 by PR709577 ppc 01Oct19]

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

19.6 Transport allowance

[19.5 varied by PR522995, PR536798, PR551721 ppc 01Jul14; 19.5 renumbered as 19.6 by PR709577 ppc 01Oct19]

Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of $0.78 per kilometre.

19.7 Transport of employees reimbursement

[19.6 renumbered as 19.7 by PR709577 ppc 01Oct19]

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

19.8 Broken Hill

[19.7 varied by PR993160, PR994533; renamed and substituted by PR561205 ppc 07May15; 19.7 renumbered as 19.8 by PR709577 ppc 01Oct19]

An employee in the County of Yancowinna in NSW (Broken Hill) will in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.
19.9  Adjustment of expense related allowances

[19.8 renumbered as 19.9 by PR709577 ppc 01Oct19]

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

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Special clothing allowance</td>
<td>Clothing and footwear group</td>
</tr>
<tr>
<td>Transport allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

20.  Accident make-up pay

[Varied by PR994533, PR503614, PR542132; deleted by PR561478 ppc 05Mar15]

21.  Superannuation

[Varied by PR992090, PR992209, PR994533, PR545969]

21.1  Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2  Employer contributions

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

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.

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

(c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

[21.4 varied by PR994533 from 01Jan10]

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

(a) Retail Employees Superannuation Trust (REST);

(b) Guildsuper;

[21.4(c) varied by PR545969 ppc 01Jan14]

(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 scheme; or

[21.4(d) inserted by PR545969 ppc 01Jan14]

(d) a superannuation fund or scheme which the employee is a defined benefit member of.

21.5 Absence from work

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

(a) Paid leave—while the employee is on any paid leave.

(b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.

22. **Payment of wages**

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

23. **Supported wage system**

[Varied by PR988392]

See Schedule C

24. **National training wage**

[Varied by PR988392; substituted by PR593808 ppc 01Jul17; varied by PR606336, PR707422]

24.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[24.2 varied by PR606336, PR707422 ppc 01Jul19]

24.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pharmacy Industry Award 2010* and not the *Miscellaneous Award 2010*.

**Part 5—Ordinary Hours of Work**

25. **Hours of work**

[Varied by PR992090, PR992209, PR541862]

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

25.2 **Ordinary hours**

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

<table>
<thead>
<tr>
<th>Days</th>
<th>Spread of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Sunday</td>
<td>7.00 am – midnight</td>
</tr>
</tbody>
</table>

(b) Hours of work on any day will be continuous, except for rest pauses and meal breaks and must not be more than 12 hours per day.
25.3 38 hour week rosters

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

(a) 38 hours in one week; or

(b) 76 hours in two consecutive weeks.

25.4 Rostering—Permanent employees

[25.4(a) substituted by PR541862 ppc 01Oct13]

(a) The following roster requirements will apply to permanent employees:

(i) Ordinary hours will be rostered so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.

(ii) Ordinary hours and any reasonable additional hours may not be rostered over more than six consecutive days.

(iii) Ordinary hours may not be rostered over more than five days in a week, provided that ordinary hours may be rostered on six days in one week where ordinary hours are rostered on no more than four days in the following week.

(iv) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.

(b) A requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.

(c) An employee can terminate the agreement by giving four weeks’ notice to the employer. The notice need not be given where the agreement terminates on an agreed date or at the end of an agreed period. For the avoidance of doubt this provision does not apply to part-time employees’ agreed pattern of work under clause 12.2.

(d) The rostering provision of clause 25.4(a)(iv) does not apply to a part-time employee whose agreed hours under clause 12.2(b) provides that the employee will work on either or both Saturday and Sunday each week and where the agreement provides that the employee will have at least two consecutive days off work each week.
26. **Overtime**

[Varied by PR992090, PR994533, PR541862, PR585803, PR593955, PR594779, PR712684]

[Note deleted by PR712684 ppc 04Oct19]

26.1 **Reasonable overtime**

(a) Subject to s.62 of the Act and this clause, 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 this clause the following must be taken into account:

(i) any risk to employee health and safety from working the additional hours;

(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 of clause 25 in this award inserted pursuant to s.63 of the Act, that applies to the employee; and

(x) any other relevant matter.

26.2 **Application of overtime**

[26.1 renamed and substituted by PR594779 ppc 11Sep17, renumbered as 26.2 by PR712684 ppc 04Oct19]

(a) An employer must pay all employees at the overtime rate, as specified in clause 26.3(a) for any hours worked at the direction of the employer:

(i) in excess of 38 hours per week (or 76 ordinary hours over two consecutive weeks); or
Pharmacy Industry Award 2010

(ii) in excess of 12 hours per day as specified in clause 25.2(b) (maximum daily hours); or

(iii) that are not continuous, except for rest breaks and meal breaks as specified in clause 28—Breaks; or

(iv) between midnight and 7.00 am; or

(v) outside the rostering arrangements as specified in clause 25.4.

(b) A part-time employee will be paid at the overtime rate for each hour worked in excess of the number of hours that the employee has agreed to work under clauses 12.2 and 12.11.

26.3 Overtime and penalty rates

[26.2 renumbered as 26.3 by PR712684 ppc 04Oct19]

(a) Payment for overtime

[26.2(a) substituted by PR541862; 26.2(a)(i) varied by PR593955; 26.2(a) renamed and substituted by PR594779 ppc 11Sep17]

(i) An employer must pay an employee for all overtime worked as prescribed in clause 26.2 the overtime rate specified in column 2 of Table 5 in accordance with when the overtime was worked as specified in column 1 of that table.

(ii) The overtime rate specified in column 2 of Table 5 must be applied to the applicable minimum wage for the employee’s classification in accordance with clause 17—Minimum weekly wages.

Table 5—Overtime rates

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2 Overtime rate % of minimum wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>For overtime worked on:</td>
<td></td>
</tr>
<tr>
<td>Monday to Saturday—first 2 hours</td>
<td>150%</td>
</tr>
<tr>
<td>Monday to Saturday—after 2 hours</td>
<td>200%</td>
</tr>
<tr>
<td>Sunday—all day</td>
<td>200%</td>
</tr>
<tr>
<td>Public holiday—all day</td>
<td>250%</td>
</tr>
</tbody>
</table>

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

(b) Morning and Evening work Monday to Friday

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

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

(d) Sunday work – 7.00 am to 9.00 pm

[26.2(d) substituted by PR593955 ppc 01Jul17]

(i) From 1 July 2017 to 30 June 2018

A 95% (casuals 120%) loading will apply for all ordinary hours worked on a Sunday between 7.00 am and 9.00 pm.

(ii) From 1 July 2018 to 30 June 2019

An 80% (casuals 105%) loading will apply for all ordinary hours worked on a Sunday between 7.00 am and 9.00 pm.

(iii) From 1 July 2019 to 30 June 2020

A 65% (casuals 90%) loading will apply for all ordinary hours worked on a Sunday between 7.00 am and 9.00 pm.

(iv) From 1 July 2020

A 50% (casuals 75%) loading will apply for all ordinary hours worked on a Sunday between 7.00 am and 9.00 pm.

(e) Sunday work – before 7.00 am and after 9.00 pm

[26.2(e) inserted by PR593955 ppc 01Jul17]

A 100% (casuals 125%) loading will apply for all ordinary hours worked on a Sunday between midnight and 7.00 am or between 9.00 pm and midnight.

26.4 Time off instead of payment for overtime

[26.3 renamed and varied by PR994533; renamed and substituted by PR585803 ppc 14Dec16, renumbered as 26.4 by PR712684 ppc 04Oct19]

(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 26.4 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:
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(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 26.4 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 paragraph (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.

(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 26.4 will apply for
     overtime that has been worked.

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 65(5) of the Act).

(h) If, on the termination of the employee’s employment, time off for overtime
     worked by the employee to which clause 26.4 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 26.4.

27. Annualised salary (pharmacist and pharmacy assistant level 4 only)

[Varied by PR992090, PR994533; 27—Annualised salary (Pharmacists only) renamed and substituted by
PR594779 ppc 11Sep17]

27.1 A pharmacist or pharmacy assistant level 4 may agree in writing with their employer
     to be paid an annualised salary that satisfies the award in relation to all or any of the
     following matters:

(a) overtime;

(b) penalty rates;

(c) payments for public holidays;

(d) payments for annual leave;
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(e) annual leave loading;

(f) meal allowances; and

(g) on premises meal allowance.

27.2 A pharmacist or pharmacy assistant level 4 may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under clause 27.1.

27.3 An annualised salary must not result in an employee being paid less over a year (or, if the employment is terminated before a year is completed, over the period of that employment) than would have been the case if an annualised salary had not been agreed.

27.4 The employer must keep a copy of any agreement under clause 27.1 and give another copy to the employee.

27.5 The employer must keep a record of hours worked each day by a pharmacist or pharmacy assistant level 4 who has entered an agreement under clause 27.1 showing the times at which the employee started and finished work that day.

27.6 A record mentioned in clause 27.5 must be:

(a) countersigned by the employee; and

(b) kept at the place of employment for at least six years.

28. Breaks

[Varied by PR992090, PR992209]

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

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

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

Provided that:

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

(b) the rest pauses are not to be taken in the first hour of work or in the first hour after the meal break.
28A. Requests for flexible working arrangements

[28A inserted by PR701404 ppc 01Dec18]

28A.1 Employee may request change in working arrangements

Clause 28A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 28A is an addition to s.65.

28A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

28A.3 What the written response must include if the employer refuses the request

Clause 28A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 28A.2.

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 28A.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.
28A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 28A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

28A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 28A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

29. Annual leave

[Varied by PR583047]

29.1 Annual leave is provided for in the NES.

29.2 Definition of shiftworker

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

29.3 Annual leave loading

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

The loading will be as follows:

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

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

29.4 Annual leave in advance

[29.4 renamed and substituted by PR583047 ppc 29Jul16]

(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.
Pharmacy Industry Award 2010

(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 29.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

(c) The employer must keep a copy of any agreement under clause 29.4 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 29.4, 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.

29.5 Cashing out of annual leave

[29.5 inserted by PR583047 ppc 29Jul16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.5.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.5.

(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 29.5 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 29.5 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 29.5 as an employee record.
Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 29.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or reckless make a false or misleading representation about the workplace rights of another person under clause 29.5.

Note 3: An example of the type of agreement required by clause 29.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

29.6 Excessive leave accruals: general provision

[29.6 inserted by PR583047 ppc 29Jul16]

Note: Clauses 29.6 to 29.8 contain provisions, additional to the National Employment Standards, 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 Fair Work Act.

(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 29.2).

(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 29.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 29.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

29.7 Excessive leave accruals: direction by employer that leave be taken

[29.7 inserted by PR583047 ppc 29Jul16]

(a) If an employer has genuinely tried to reach agreement with an employee under clause 29.6(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 paragraph (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 29.6, 29.7 or 29.8 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
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(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 paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (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 paragraph (d) may result in the direction ceasing to have effect. See clause 29.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

29.8 Excessive leave accruals: request by employee for leave

[29.8 inserted by PR583047 ppc 29Jul16; substituted by PR583047 ppc 29Jul17]

(a) If an employee has genuinely tried to reach agreement with an employer under clause 29.6(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 paragraph (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 29.7(a) that, when any other paid annual leave arrangements (whether made under clause 29.6, 29.7 or 29.8 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 paragraph (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 29.6, 29.7 or 29.8 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 paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 29.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30. Personal/carer’s leave and compassionate leave

[Varied by PR994533]

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

[30.2 varied by PR994533 from 01Jan10]

30.2 For the purposes of s.107(3) of the Act, an employee is entitled to a maximum of one single day absence a year for leave of the kind in s.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 such absence. Where any absence exceeds three consecutive days the employer may require the production of a medical certificate of a legally qualified medical practitioner.

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

31. Public holidays

[Varied by PR992090, PR593955; PR712226]

31.1 Public holidays are provided for in the NES.

[31.2 substituted by PR712226 ppc 04Oct19]

31.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

[New 31.3 inserted by PR712226 ppc 04Oct19]

31.3 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.

[31.3 substituted by PR593955 ppc 01Jul17; 31.3 renumbered as 31.4 by PR712226 ppc 04Oct19]

31.4 Work on a public holiday must be compensated by payment at the rate of 225% (casuals 250%) of the minimum rate.
NOTE: For provisions relating to part-day public holidays see Schedule E—Part-day Public Holidays.

32. Community service leave

Community service leave is provided for in the NES.

33. Leave to deal with Family and Domestic Violence

This clause applies to all employees, including casuals.

33.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 33.2(a) includes a former spouse or de facto partner.

33.3 Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee’s employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.
33.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

33.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

33.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 33. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 33 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

33.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 33 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the
employee. Employers should consult with such employees regarding the handling of this information.

33.8 Compliance

An employee is not entitled to take leave under clause 33 unless the employee complies with clause 33.
Schedule A—Transitional Provisions

[_sched_A varied by PR988392, PR992090, PR994533, PR997892, PR503614, PR509043, PR522874, PR536677, PR541862]

A.1 General

[Varied by PR994533]

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by PR994533 from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

[Varied by PR994533]

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.2.1(b) substituted by PR994533 from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability:
(b) a piecework rate; and
(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after
1 July 2010 80%
1 July 2011 60%
1 July 2012 40%
1 July 2013 20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,
(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
(b) a piecework rate; and
(c) any applicable industry allowance.
A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
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<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 and A.5.2 substituted by PR994533 from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.
A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
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<tr>
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<td>60%</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
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<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by PR994533 from 01Jan10]

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by PR994533 from 01Jan10]

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by PR994533 from 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1 July 2010</td>
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<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
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</table>

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[Varied by PR994533]

[A.7.1 substituted by PR994533 from 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by PR994533 from 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

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<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
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<tr>
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</tr>
<tr>
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<td>60%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>80%</td>
</tr>
</tbody>
</table>

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[New A.8 inserted by PR503614 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

A.9 Transitional arrangements for casual employees

[A.8 renumbered as A.9 by PR503614 ppc 01Jan11]

[A.9.1 substituted by PR503614 ppc 01Jan11]

A.9.1 An employee will be deemed to be a casual employee within the definition of this award until 1 July 2014, notwithstanding that they may have an expectation or entitlement to reasonably predictable hours of work where:

(a) an employee is engaged as a casual employee and paid as such immediately prior to the commencement of this award on 1 January 2010; or

(b) an employee is engaged as a casual employee and paid as such immediately prior to 1 January 2011 under a Division 2B State award.

A.9.2 On 1 July 2010 and each anniversary thereafter, either the employee or the employer may elect to convert such a casual employee, who has an expectation or entitlement to reasonably predictable hours of work, to permanent employment. The consent of the other party is not required.

A.9.3 On 1 July 2014, this transitional arrangement will cease and all employees deemed casual by this award who have an expectation or entitlement to reasonably predictable hours of work will be converted to permanent employment.

A.10 Transitional arrangements for 500 hour students

[A.9 varied by PR997892; renumbered as A.10 by PR503614 ppc 01Jan11; A.10.3 varied by PR509043, PR522874, PR536677 ppc 01Jul13; A.10 deleted by PR541862 ppc 01Oct13]
Schedule B—Classification Definitions

[B.1 substituted by PR541862 ppc 01Oct13]

B.1 Pharmacy Assistant Level 1 is an employee who has commenced employment in a community pharmacy for the first time, or holds no qualifications in community pharmacy.

[B.2 substituted by PR541862 ppc 01Oct13]

B.2 Pharmacy Assistant Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.

[B.3 substituted by PR541862 ppc 01Oct13]

B.3 Pharmacy Assistant Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level. A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2. A Dispensary Assistant will be paid as Pharmacy Assistant Competency Level 3. A pharmacy assistant, who for the majority of their duties is assisting with extemporaneous preparations working in a compounding lab or compounding section of a community pharmacy, will be paid as Pharmacy Assistant Competency Level 3.

[B.4 substituted by PR541862 ppc 01Oct13]

B.4 Pharmacy Assistant Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.

B.5 Pharmacist is a person who is registered as a pharmacist pursuant to the relevant State or Territory law.

B.6 Experienced Pharmacist is a Pharmacist who has gained at least four years full-time experience or the part-time equivalent as a Community Pharmacist.

B.7 Pharmacist in Charge is a pharmacist who assumes responsibility for the day to day supervision and functioning of a community pharmacy practice.

B.8 Pharmacist Manager is a pharmacist who is responsible to the proprietor for all aspects of the business.

B.9 Pharmacy Student means a person who is undertaking an accredited course of study leading to registration as a pharmacist and who enters into a contract of employment with a proprietor of a pharmacy to work in that pharmacy.
B.10 **Pharmacy Intern** means a person who has satisfied the examination requirements for an accredited course of study leading to registration as a pharmacist and is engaging in the period of pre-registration training required under the relevant State/Territory Pharmacy Act.
Schedule C—Supported Wage System

[C.2 varied by PR568050 ppc 01Jul15]

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

C.2 In this schedule:

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

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

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

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

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

C.3 Eligibility criteria

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

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

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

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<th>Assessed capacity (clause C.5)</th>
<th>Relevant minimum wage</th>
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[C.4.2 varied by PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630, PR709080 ppc 01Jul19]

C.4.2 Provided that the minimum amount payable must be not less than $87 per week.

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by PR542132 ppc 04Dec13]

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

[C.6.2 varied by PR542132 ppc 04Dec13]

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by 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.

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

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

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

[C.10.3 varied by PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630, PR709080 ppc 01Jul19]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than $87 per week.

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

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

[Varied by PR988392, substituted by PR994533 ppc 01Jan10; varied by PR997892, PR509043, PR522874, PR536677, PR545787, PR551600, PR566680, PR579763; deleted by PR593808 ppc 01Jul17]
Schedule E—Part-day Public Holidays

[Sched E inserted by PR532630 ppc 23Nov12; renamed and varied by PR544519 ppc 21Nov13; renamed and varied by PR557581, PR573679, PR580863, PR598110, PR701683 ppc 21Nov18; varied by PR712226]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

E.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
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(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

[E.2 inserted by PR712226 ppc 04Oct19]

E.2 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.

This schedule is not intended to detract from or supplement the NES.
Schedule F—Agreement to Take Annual Leave in Advance

[Sch F inserted by PR583047, ppc 29Jul16]

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 G—Agreement to Cash Out Annual Leave

[Sched G inserted by PR583047 ppc 29Jul16]

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___