

**Clifford Hallam Healthcare**  
**Beresfield Enterprise Agreement**  
**2024**

## Table of Contents

1. AGREEMENT TITLE .....	4
2. COMMENT DATE OF AGREEMENT AND PERIOD OF OPERATION .....	4
3. COVERAGE OF AGREEMENT .....	4
4. PARTIES BOUND .....	4
5. RELATIONSHIP WITH OTHER AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS .....	5
6. EMPLOYEE DUTIES .....	5
7. EMPLOYMENT CATEGORIES .....	5
8. DISCIPLINARY PROCEDURES & TERMINATION .....	7
9. ALLOWANCES .....	8
10. AMENITIES .....	9
11. TRAINING PROGRAM .....	10
12. CLASSIFICATIONS .....	11
13. MIXED FUNCTIONS .....	11
14. WAGE INCREASES .....	12
15. PAYMENT OF WAGES .....	13
16. HOURS OF WORK .....	14
17. MEAL BREAKS .....	15
18. SHIFT WORK .....	15
19. WEEKEND PENALTY RATES .....	16
20. OVERTIME .....	17
21. PUBLIC/LOCAL HOLIDAYS .....	19
22. ANNUAL LEAVE .....	20
23. PERSONAL LEAVE .....	22
24. FAMILY AND DOMESTIC VIOLENCE LEAVE .....	24
25. ABSENCES ASSOCIATED WITH FOSTER CARE .....	24
26. INCENTIVE PAYMENT FOR REDUCTION OF PERSONAL LEAVE .....	24
27. COMPASSIONATE LEAVE .....	24
28. PARENTAL LEAVE .....	25
29. FLEXIBLE WORK REQUESTS .....	25
30. LONG SERVICE LEAVE .....	25
31. COMMUNITY SERVICE LEAVE .....	25
32. BLOOD DONORS .....	26
33. NATURAL DISASTER LEAVE .....	26
34. INCOME PROTECTION INSURANCE .....	26
35. SUPERANNUATION .....	27

36. SALARY SACRIFICE FOR SUPERANNUATION .....	28
37. ACCIDENT MAKE UP PAY .....	29
38. OCCUPATIONAL HEALTH AND SAFETY .....	29
39. COPY OF AGREEMENT .....	30
40. GRIEVANCE & DISPUTES PREVENTION & SETTLEMENT .....	30
41. ESSENTIAL MEDICINES .....	31
42. STAND DOWN .....	31
43. CONSULTATION TERM .....	31
44. REDUNDANCY .....	33
45. TERMINATION OF EMPLOYMENT .....	37
46. CLOTHING, EQUIPMENT & TOOLS .....	38
47. INDIVIDUAL FLEXIBILITY TERM .....	39
48. UNION MATTERS .....	40
49. CONSULTATIVE COMMITTEE .....	42
50. NO EXTRA CLAIMS .....	42
51. APPENDIX A .....	44

## 1. AGREEMENT TITLE

- 1.1. This Agreement shall be known as the *Clifford Hallam Healthcare Beresfield Enterprise Agreement 2024* ("**Agreement**").

## 2. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

- 2.1. This Agreement shall commence operation seven (7) days after the date of its approval by the Fair Work Commission ("**FWC**") ("**Operative Date**") and will take effect in relation to the covered employees from the start of the first full pay period after the Operative Date. The nominal expiry date of this agreement will be 1 October 2027. The Agreement will continue in force after its nominal expiry date until terminated in accordance with the *Fair Work Act 2009* (Cth) ("**Act**") or until replaced by another enterprise agreement.
- 2.2. Any employee whose employment is covered by this Agreement and who is employed on the Operative Date, will be entitled to have the first agreed minimum wage increase under this Agreement back-paid to 1 April 2023 (or their first day of employment, if their employment commenced after 1 April 2023). For the sake of clarity, if an employee is already in receipt of wages which are above the minimum wage rate for their applicable classification as specified in Clause 14 of this Agreement, then notwithstanding anything else in this Agreement, no back-payment is required to be made (and similarly, no annual minimum wage increase will be required to be made).
- 2.3. The terms of this Agreement will form the basis of the negotiations between the parties for any replacement enterprise agreement in due course.
- 2.4. This Agreement provides for the minimum legal entitlements only and will not restrict the Company and an employee from agreeing to higher rates of pay, or additional benefits via a separate common law employment contract. For the sake of clarity, no employee will, as a result of the making of this Agreement, suffer any overall loss of existing wages or other benefits for performing work in the same manner to which the employee is entitled prior to this Agreement coming into legal effect (i.e., working like for like under prior rostering arrangements).

## 3. COVERAGE OF AGREEMENT

- 3.1. This Agreement shall apply to Clifford Hallam Healthcare Pty Ltd and warehouse employees who are within one of the classifications noted in Appendix A of this Agreement, employed at 3 Balbu Close, Beresfield NSW 2322 ("**Site**"). For the sake of clarity, other employees employed at the Site, such as office employees and clerical workers are not covered by this Agreement.
- 3.2. This Agreement will continue in force in the event that the operations or part of the operations move to another site during the life of the Agreement.

## 4. PARTIES BOUND

- 4.1. This Agreement shall be binding on:
- (i) Clifford Hallam Healthcare Pty Ltd ("**the Company**");

- (ii) The Shop, Distributive and Allied Employees' Association, Newcastle and Northern branch and its members ("the **Union**"); and
- (iii) Warehouse employees, whether members of the Union or not, as described in Clause 3 of this Agreement ("**employees**" or "**employee**").

## **5. RELATIONSHIP WITH OTHER AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS**

- 5.1. The Agreement wholly replaces and operates to the exclusion of any modern award or industrial instrument whatsoever.
- 5.2. The Agreement shall however be read and interpreted in conjunction with the National Employment Standards in the Act ("**NES**") provided that where there is any inconsistency between the Agreement and the NES, the more beneficial provision to an employee shall take precedence.

### **5.3. Interpretation of Agreement**

No provision of the Agreement shall be read or interpreted so as to include an "unlawful term" within the meaning of Section 194 of the Act.

## **6. EMPLOYEE DUTIES**

- 6.1. The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.
- 6.2. The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 6.3. Any direction issued by the Company pursuant to this sub-clause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- 6.4. The Company further agrees to the principle of job rotation for increased skills and opportunities, reduced boredom and discomfort of employees, which will improve production efficiencies overall. Accordingly, as opportunities arise, individuals will be given appropriate on the job training and rotation of jobs.

## **7. EMPLOYMENT CATEGORIES**

### **7.1. Full-time employment**

Full-time employees work 38 ordinary hours per week and shall be paid weekly. A full-time employee working ordinary hours shall be paid at the applicable ordinary hourly rate for their classification grade.

### **7.2. Part-time employment**

- (a) To better meet business needs, employees may be employed on a part-time basis. Hours worked will be fixed on a regular weekly basis. Unless otherwise agreed to meet the

personal circumstances of the employee, part time employees shall work a minimum of 20 ordinary hours per week (“**Permanent Hours**”). A part-time employee working ordinary hours shall be paid at the applicable ordinary hourly rate for their classification grade.

- (b) **Extra time:** Part-time employees may agree to work extra time beyond their Permanent Hours at ordinary hourly rates, up to a maximum of 10 ordinary hours per day and/or up to 38 ordinary hours per week (after which, overtime rates will apply).
- (c) Working extra time is not intended to be a long-term arrangement. Working extra time must be expressly agreed on each occasion prior to the commencement of the work or, in the absence of such express agreement, shall be paid as overtime. Where a part-time employee agrees to work continuous extra hours, the arrangement will be reviewed no later than three (3) months from commencement.
- (d) Employees may be employed on a part-time basis under any classification in this Agreement. Part-time employees working ordinary hours shall receive, on a pro-rata basis, the conditions prescribed by this Agreement according to the number of ordinary hours worked. Part-time employees will be entitled to overtime as set out in Clause 20.9 of this Agreement.
- (e) The minimum engagement for part-time employees shall be four (4) hours per day/shift.
- (f) The Company may vary a part-time employee’s roster by giving seven (7) days’ notice in writing of such change, or less than seven (7) days’ notice where the Company and the employee agree. Should an employee object to the roster change, the Company shall provide the employee with a minimum of fourteen (14) days’ written notice in lieu of 7, during which time, there shall be discussions aimed at resolving the matter in accordance with Clause 40 Grievance & Disputes Prevention & Settlement.
- (g) A part-time employee shall be entitled to payments in respect of annual leave, personal leave and long service leave arising under this Agreement calculated on a pro rata basis based on the ordinary hours the employee works.
- (h) The parties are committed to promoting full-time employment where appropriate. If a part-time employee works a regular and systematic pattern of 38 hours or more per week for at least 80% of any twelve-month period (12 months equalling 48 working weeks), then full-time employment shall be offered to such an employee on an individual basis.
- (i) Permanent part-time employees shall have preference for selection to a full-time position if such a position becomes vacant providing that Company recruitment and selection criteria are satisfied.

### 7.3. **Casual employment**

- (a) A casual employee is one engaged and paid as such and shall be entitled to not less than four (4) hours’ engagement for every shift. A casual employee working ordinary hours shall be paid the applicable ordinary hourly rate for their classification grade plus a 25.8333% casual loading in lieu of entitlements under this Agreement and the Act that would be payable to a permanent employee, including but not limited to, paid annual leave, paid personal leave, paid compassionate leave, payment for absence on a public

holiday, notice of termination and redundancy pay. The casual loading may be used to offset any entitlements of a permanent employee that may be found at any time to have been payable to a casual employee. However, the casual loading is not payable for overtime hours worked or on public holidays or on ordinary hours worked on weekends.

- (b) A casual worker (whether directly engaged by the Company or not) who has been engaged on a regular and systematic basis for a period of longer than six months, will be offered permanent employment by the Company. The agreed minimum hours offered to the employee will be based on average hours performed over the past six (6) months. For example, if a casual worker worked an average of 25 hours per week for the past six (6) months, they will be offered permanent part-time employment of 25 hours per week.

#### **7.4. Labour Hire Agency and Training Providers**

- (a) Without limiting the Company's ability to retain cost effective labour hire providers and training services, the Company commits to working consultatively and in co-operation with the Union to ensure that labour hire and training service providers are retained which provide the Company's site rates and conditions to their employees, an adequate safe induction process prior to employees beginning work and comprehensive workers' compensation policies.
- (b) Subject to the Act, the Company and the Union recognise that Clause 48.8 entitles the Union to be invited to attend inductions for labour hire staff for 20 minutes.

#### **7.5. Security of Full-time Employment**

- (a) No full-time employee will be transferred to part-time or casual employment without the express written consent of the employee concerned.
- (b) The Company must not terminate a full-time employee with the intention of re-employing that person as a part-time employee or a casual employee or re-engaging that person through a labour hire agency to perform the same or similar work.

### **8. DISCIPLINARY PROCEDURE & TERMINATION**

8.1. It is a term of the Agreement that the following counselling procedure shall be adopted in relation to all employees covered by the Agreement. It is further recognised that at any stage of this counselling procedure, the affected employee may be represented by a support person of the employee's choice, which may include an Organiser and Delegate of the Union.

#### **8.2. Counselling Procedure**

- (a) Except in the case of serious and wilful misconduct, all employees covered by the Agreement shall be entitled to:
  - One verbal warning
  - First written warning
  - Second written warning
  - Final warning,prior to termination.

- (b) Prior to an employee being issued with a verbal or written warning under the counselling procedure, the Company shall hold a meeting with the employee and their chosen representatives and shall outline the reasons why the Company is intending to issue the employee with a verbal or written warning under the procedure. The employee and their chosen representative shall at this time be given the opportunity to put forward arguments to the Company as to why the counselling procedure should not be used in the particular circumstance.
- (c) If the Company, however, decides to issue a verbal or written warning under the procedure, a further review meeting between the parties will take place approximately three months after the issuing of the said warning.
- (d) If an employee has been provided with at least one verbal and three written warnings in relation to the employee's performance and/or conduct and the Company is giving consideration to dismissal of the employee, the Company will meet with the employee and their representatives to explain why dismissal may be under consideration. At that time, the Company will give a full opportunity to the employee and their representatives to explain why dismissal should not occur and shall consider all alternatives to dismissal from employment.

## **9. ALLOWANCES**

### **9.1. Meal Allowance**

An employee who is required to work overtime for any period in excess of one (1) hour after their rostered finishing time and who has not been provided with 24 hours' prior notice, shall be paid a meal allowance at the rate specified in the table set out at Clause 9.3 of this Agreement.

### **9.2. First Aid Allowance**

The Company shall appoint, where available, an employee holding a current St John Ambulance Association Senior First Aid Certificate (or equivalent) to administer first-aid. Such certificated employee shall, when appointed, be paid an allowance at the rate specified in the table set out at Clause 9.3 of this Agreement.

An employee on being requested by the Company to obtain first-aid attendant qualifications (St John Ambulance standard or equivalent) shall, on attaining such qualifications, be reimbursed by the Company for approved out-of-pocket expenses associated with attending the first-aid course and any subsequent approved refresher courses provided that the employee substantiates those expenses with valid receipts or tax invoices.



**9.3. Table of Allowances**

The following are the allowances payable during the life of this Agreement.

	<b>Backdated to the first full pay period after 1/04/23*#</b>	<b>From the first full pay period on or after 2/10/24#</b>	<b>From the first full pay period on or after 2/10/25</b>	<b>From the first full pay period on or after 2/10/26</b>
Meal Allowance	\$19.89	\$20.58	\$21.30	\$22.05
First Aid Allowance	\$23.00 per week	\$23.80 per week	\$24.63 per week	\$25.49 per week

*\*to those applicable employees covered by this Agreement who are employed on the Operative Date, in the manner set out in clause 2.2 of this Agreement.*

*#provided that the employee is not already in receipt of allowances equal to or in excess of these minimums.*

**10. AMENITIES**

**10.1. Boiling Water**

The Company shall provide boiling water for the use of employees at meal times and for tea or coffee which shall also be supplied along with milk/sugar.

**10.2. Washing Facilities**

The Company shall provide and maintain adequate washing facilities and where necessary and practicable, hot water shall be supplied.

**10.3. Lockers**

The Company shall provide a suitable locker which, where practicable, shall be full length for each employee.

**10.4. Seating Accommodation**

The Company shall provide employees with suitable seating accommodation at the place of work.

**10.5. First Aid Outfit**

The Company shall provide, and continuously maintain a place or places reasonably accessible to all employees, an efficient first aid outfit.

**10.6. First Aid Officers**

At all times, two first aid officers shall be engaged on each shift. Should a first aid officer resign or change shifts such that there is less than two first aid officers engaged on any given

shift, the Company shall immediately appoint a replacement first aid officer, if available. If no fully trained first aid officer is available for immediate appointment, the Company shall have two (2) months to appoint a replacement and arrange paid training for the replacement first aid officer.

**10.7. Dining facilities**

Suitable dining facilities shall be provided for the use of employees.

**10.8. Drinking water**

Suitable chilled drinking water shall be available to all employees.

**11. TRAINING PROGRAM**

**11.1. Commitment to Training**

- (a) The parties commit themselves to the development and implementation of training courses as it is regarded by them as appropriate and improving the training in cases where this is required.
- (b) It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both the Company and employees to avail themselves of the benefits to both from such training.
- (c) The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - i. developing a more highly skilled and flexible workforce;
  - ii. providing employees with career opportunities through appropriate training to acquire additional skills; and
  - iii. removing barriers to the utilisation of skills acquired.

**11.2. Development of a Training Program**

Following proper consultation in accordance with Clause 11.1 or through the establishment of a training committee, the Company shall develop a training program consistent with:

- (a) the current and future skills needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise, through courses conducted by accredited educational institutions and providers.

**11.3. Establishment of a Training Committee and its Role**

Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of Company and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training program and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training program and availability of training courses;
- (c) the recommending of individual employees for training and reclassification;
- (d) monitoring and advising management and employees on the on-going effectiveness of the training.

#### 11.4. **Training Hours**

An employee shall make themselves available for reasonable amounts of training if required. The Company understands, however, that from time to time. An employee may not be available for training or assessment outside ordinary hours and where possible, such important commitments of staff will be taken into account and consideration given to providing online training options where possible. All reasonable attempts will be made to train employees during ordinary hours and in compliance with the rostering provisions under this Agreement, including minimum engagement periods.

### 12. **CLASSIFICATIONS**

Employee classification levels and definitions are set out in Appendix A.

### 13. **MIXED FUNCTIONS**

- 13.1. An employee called upon to work for two hours or more, whether or not such two-hour period is accumulated continuously or in segments during any one day or shift on duties carrying a higher ordinary hourly rate of pay than their ordinary classification, shall be paid the higher rate for such day or shift. If the employee works for more than one hour but less than two hours on such higher duties during any one day or shift, they shall be paid the higher rate for the time so worked.
- 13.2. Subclause 13.1 shall not apply to a Level 1 (A or B) or Level 2 employee appointed or directed to perform occasional or one-off picking of stock from the Dangerous Drugs vault. Level 2B rates of pay shall only apply to an employee who is rostered or assigned to work a day or shift in the Dangerous Drugs vault.
- 13.3. An employee who is required to undertake, on a temporary basis, work carrying a lower ordinary hourly rate than their ordinary classification, shall suffer no reduction in pay in consequence thereof.
- 13.4. An employee who is acting in a higher classification and continues on overtime shall continue to be paid at the higher ordinary hourly rate of pay until completion of the overtime worked.

With the following exceptions, an employee reclassified to a lower grading shall continue on their current ordinary hourly rate until such time as the rate for the new classification equals the rate being received.

Such overpayment involved shall, for the time taken for it to be absorbed, be considered as a “personal overpayment” and not entitle any other person who works in that job, either temporarily or permanently, to that particular ordinary hourly rate on an ongoing basis.

Exceptions

- (a) Disciplinary reasons
- (b) Inability to do the job
- (c) Own request for change
- (d) After acting in temporary capacity

The Company further agrees to the principle of job rotation for increased skills and opportunities, reduced boredom and discomfort of employees, which will improve production efficiencies overall.

Accordingly, as opportunities arise, individuals will be given appropriate on-the-job training and rotation of jobs.

**14. WAGE INCREASES**

14.1. The minimum wages in the tables below incorporate the following increases (which will be paid from the start of the first full pay period after the following dates):

- 5% backdated to 1/04/23 (as applicable, as set out in Clause 2.2 of this Agreement)
- 3.5% effective 2/10/24
- 3.5% effective 2/10/25
- 3.5% effective 2/10/26

The following table contains the minimum weekly wage for full-time employees in the listed classification grades:

LEVEL	MINIMUM WEEKLY WAGE				
	Current (2021 EA)	5% increase backdated to 1/04/23*	Plus 3.5% effective 2/10/24	Plus 3.5% effective 2/10/25	Plus 3.5% effective 2/10/26
Warehouse Employee					
1A	\$1,134.38	\$1,191.10	\$1,232.79	\$1,275.94	\$1,320.60
1B	\$1,158.33	\$1,216.25	\$1,258.82	\$1,302.87	\$1,348.47
2	\$1,193.22	\$1,252.88	\$1,296.73	\$1,342.12	\$1,389.09
2B	\$1,218.02	\$1,278.92	\$1,323.68	\$1,370.01	\$1,417.96
3	\$1,242.81	\$1,304.95	\$1,350.62	\$1,397.90	\$1,446.83
3B	\$1,285.26	\$1,349.52	\$1,396.76	\$1,445.64	\$1,496.24
4		\$1,393.76	\$1,442.54	\$1,493.03	\$1,545.29
5		\$1,486.77	\$1,538.81	\$1,592.66	\$1,648.40
6		\$1,608.58	\$1,664.88	\$1,723.15	\$1,783.46

- 14.2. The following table contains the minimum ordinary hourly rates in the listed classification grades (“**ordinary hourly rate/s**”). For the sake of clarity, these ordinary hourly rates have been calculated by dividing the minimum weekly wages set out in Clause 14.1 by 38 hours per week and are as follows:

LEVEL	ORDINARY HOURLY RATE					
	Warehouse Employee	Current (2021 EA)	5% increase backdated to 1/04/23*	Plus 3.5% effective 2/10/24	Plus 3.5% effective 2/10/25	Plus 3.5% effective 2/10/26
1A		\$29.85	\$31.34	\$32.44	\$33.58	\$34.75
1B		\$30.48	\$32.01	\$33.13	\$34.29	\$35.49
2		\$31.40	\$32.97	\$34.12	\$35.32	\$36.56
2B		\$32.05	\$33.66	\$34.83	\$36.05	\$37.31
3		\$32.71	\$34.34	\$35.54	\$36.79	\$38.07
3B		\$33.82	\$35.51	\$36.76	\$38.04	\$39.37
4			\$36.68	\$37.96	\$39.29	\$40.67
5			\$39.13	\$40.50	\$41.91	\$43.38
6			\$42.33	\$43.81	\$45.35	\$46.93

- 14.3. Where this Agreement refers to a payment or monetary entitlement, the applicable ordinary hourly rate should be used as the basis for calculation and the calculation should not be taken to include any other additional loadings, rates, penalties, allowances or other separately identifiable amounts (unless expressly stated otherwise).
- 14.4. \*The backdated increase will only apply as specified in Clause 2.2 of this Agreement. For the sake of clarity, if an employee is already in receipt of wages which are above the minimum wage rates for their applicable classification as specified in this Clause 14, then notwithstanding anything else in this Agreement, no back-payment is required to be made (and similarly, no annual minimum wage increase will be required to be made). All increases take effect from the start of the first full pay period after the listed dates.

## 15. PAYMENT OF WAGES

Wages, excluding overtime and special allowances, shall be paid up to and including Thursday each week.

Overtime and allowances shall be paid within a week from the pay day succeeding the day on which it was earned.

Wages shall be paid at or before the finishing time on Thursday of each week.

Each employee shall receive a pay slip showing details of all payments and deductions, as well as their classification grade.

Subject to relevant laws, further order of the FWC and/or the Company making authorised deductions under this Agreement or the Act, upon termination of employment, wages due to an employee shall be paid into the employee's bank account on the next pay day.

Where payment is made by Electronic Funds Transfer and is not made within the prescribed period due to Company error or for reasons over which the Company has no control (e.g., systems failure), no penalty will be imposed upon the Company unless the payment is not corrected within 48 hours of the employee notifying Human Resources of the non-payment. An employee who does not receive payment on time may elect to be paid by cheque or paid by Electronic Funds Transfer. Also, in circumstances of late payment, cash may be made available based on individual need.

## **16. HOURS OF WORK**

### **16.1. Spread of ordinary hours – day workers (i.e. employees other than shiftworkers)**

- (a) Subject to Clause 16.1(b), the spread of ordinary hours for employees working on day work will be 6:00am to 6:00pm Monday to Friday. By agreement, an employee may agree to commence work at 5:00am at ordinary rates (instead of overtime rates) on a voluntary basis.
- (b) **Ordinary hours on weekends:** Notwithstanding anything else in this Agreement, an employee may agree to work ordinary hours on a Saturday and/or Sunday, at ordinary rates (instead of overtime rates) on a voluntary basis. Where this occurs, the employee will be paid weekend penalty rates as set out in Clause 19.1 of this Agreement only. However, for the sake of clarity, this Agreement does not impose (and should not be construed as imposing) an obligation on employees to agree to work ordinary hours on weekends. Furthermore, an employee who has agreed to work ordinary hours on a Saturday and/or Sunday under this clause, may withdraw their agreement to this arrangement by giving at least 28 days' written notice to the Company, and their rostered ordinary hours of work shall revert to that which applied immediately prior to the arrangement or as otherwise agreed or varied, consistent with the terms of this Agreement. The weekend penalty rates are paid in substitution for and are not cumulative upon the shift work or casual loadings and are not applicable to overtime worked on a Saturday or Sunday.

### **16.2. General rostering rules – day workers and shift workers**

- (a) Except for casual employees, the ordinary hours will be a maximum of 10 ordinary hours per day and 38 ordinary hours per week. Employees are required to be at their workstation ready to begin work at their start time and must not leave their workstation until their finish time, unless approved by their supervisor manager.
- (b) Casual employees can work a maximum of 8 ordinary hours per day.
- (c) Once having fixed the time for commencing and ceasing work, it shall not be altered without at least seven (7) days' notice to the employees concerned, or by mutual agreement between the Company and such employees. Should the employees object to the alteration of times for commencing and ceasing work, the Company shall provide the employees with a minimum fourteen (14) days' written notice in lieu of seven (7), during which time there shall be discussions aimed at resolving the matter in accordance with Clause 40 Grievance & Disputes Prevention & Settlement. Where the majority of the

employees in a section and the Company so agree, the commencing/finishing time may be altered to meet the needs of the operation and its customers.

- (d) **Full-time rosters:** Permanent full-time employees will generally work their 38 ordinary hours each week by working: 8 ordinary hours per day, exclusive of the 30 minute unpaid meal break, over 4 days and 6 ordinary hours on one day, exclusive of a 30 minute unpaid meal break. This shall be arranged so as to allow employee(s) a 2 hour early finish on a mutually agreed day (which will usually be the final working day of the week). Where a public holiday falls on the day of the week which would have been the ‘short day’ (i.e. the day on which 6 ordinary hours were to be worked), the day before the public holiday will be treated as the short day. Notwithstanding the foregoing, by mutual agreement between the Company and an employee(s), the short day may be arranged in a way to suit the parties, including by working a further compressed work week (of up to 10 ordinary hours per day).

## 17. MEAL BREAKS

- 17.1. Subject to Clause 17.4, employees may work in excess of five (5) hours, but not more than six (6) hours without a meal break.
- 17.2. A rest period of ten minutes shall be allowed for all employees in the morning only and will count as time worked. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 17.3. A meal break is an unpaid break of 30 minutes for all workers.
- 17.4. When, at the specific request of the Company, an employee is delayed more than thirty minutes from taking their meal break at their regular time, then they shall be paid at the rate of **double time** (based on the applicable ordinary hourly rate for the employee’s classification grade) for all time worked during that time and the employee will be allowed a meal break as soon as practicable, without deduction of pay. However, where an emergency outside the Company’s control arises affecting work, then the meal break may be brought forward or delayed at the Company’s request without the payment of any penalty.

## 18. SHIFTWORK

- 18.1. For the purposes of this clause:

“**Shiftworker**” means an employee specifically engaged by the Company as such and who works a shift or combination of shifts that comprise an “early morning shift” an “afternoon shift”, or a “night shift”.

*For the sake of clarity, an employee who is not specifically engaged by the Company as a “shiftworker” who happens to finish a shift after 6pm on occasion, or start a shift before 5am on occasion, will not be considered a “shiftworker” under this clause, and instead will be treated as a day worker, working overtime.*

“**Early morning shift**” means any shift rostered to commence between 4am and at or before 5am.

“**Afternoon shift**” means any shift rostered to finish after 6pm and at or before midnight.

“**Night shift**” means a shift rostered to finish after midnight, and at or before 8.00am. Commencing after midnight will be by mutual agreement only.

- 18.2. Work on the shifts defined above attracts the following loading for each ordinary hour worked on that shift:

<i>Shift</i>	<i>Percentage of ordinary hourly rate</i>
Early morning shift	<b>12.5%</b>
Afternoon shift	<b>15%</b>
Night shift	<b>30%</b>

For the sake of clarity, the above shiftwork loadings will not be included in a shiftworker’s ordinary hourly rate for the purposes of calculating penalty rates, overtime rates or any other loadings or allowances in this Agreement (except where expressly stated otherwise). The shiftwork loadings are not payable for overtime hours worked or on public holidays or on ordinary hours worked on weekends.

- 18.3. **Weekend shifts:** Notwithstanding anything else in this Agreement, shifts may be worked on any day of the week, including on weekends (Saturdays and Sundays), provided the shiftworker mutually agrees to perform shifts on weekends. Ordinary hours worked on a Saturday or Sunday will be paid at the weekend penalty rates set out in Clause 19.1 only. For the sake of clarity, this Agreement does not impose (and should not be construed as imposing) an obligation on any employee to agree to work ordinary hours on weekends. Furthermore, an employee who has agreed to work ordinary hours on a Saturday and/or Sunday under this clause, may withdraw their agreement to this arrangement by giving at least 28 days’ written notice to the Company and their rostered ordinary hours of work shall revert to that which applied immediately prior to the arrangement or as otherwise agreed or varied, consistent with the terms of this Agreement. Please note that the weekend penalty rates are paid in substitution for and are not cumulative upon the shift work or casual loadings and are not applicable to overtime worked on a Saturday or Sunday.

## 19. WEEKEND PENALTY RATES

- 19.1. The following penalty rates will apply to ordinary hours worked on weekends in accordance with Clause 16.1(b) or Clause 18.3 of this Agreement (and will be applied to the applicable ordinary hourly rate for the employee’s classification grade):

(a) **Saturday:** ordinary hours worked on Saturdays (i.e. between 12:01am and 11:59pm) shall be paid for at the rate of **time and a half**; and

(b) **Sunday:** ordinary hours worked on Sundays (i.e., between 12:01am and 11:59am) shall be paid at the rate of **time and three quarters**.

- 19.2. There will be a minimum payment of 4 hours for work performed on a Saturday or Sunday at the appropriate rate.

- 19.3. For the sake of clarity, overtime worked on weekends will be paid as per Clause 20.2(b) and (c) and public holidays will be paid as per Clause 21.3.



## 20. OVERTIME

- 20.1. In order to meet business needs, employees may be required to work a reasonable amount of overtime.
- 20.2. Except as provided for in respect of part time employees in Clause 20.9 of this Agreement and casual employees in Clause 20.8 of this Agreement, employees shall be paid overtime as follows:
- (a) At the rate of **time and a half** for the first two hours and **double time** thereafter for:
    - (i) All time worked before the employee's rostered start time;
    - (ii) All time worked after the employee's rostered finish time;
    - (iii) All time worked in excess of 38 ordinary hours in one week;
    - (iv) All time worked in excess of 10 ordinary hours per day or shift;
    - (v) For day-workers, all time worked outside the spread of ordinary hours in Clause 16.1.
  - (b) Overtime worked on a Saturday will be paid at the rate of **time and a half** for the first two hours and **double time** thereafter. There will be a minimum payment of four (4) hours for work performed on a Saturday at the appropriate rate (this may be a combination of ordinary hours and overtime hours as applicable). Working overtime on a Saturday will be on a voluntary basis and any person covered by this Agreement with the relevant skills may apply. If more staff than required apply for Saturday overtime, a roster will be drawn up to ensure fair access.
  - (c) Overtime worked on a Sunday will be paid at the rate of **double time and one half** for all overtime worked. There will be a minimum payment of four (4) hours for work performed on a Sunday at the appropriate rate (this may be a combination of ordinary hours and overtime hours as applicable).
  - (d) Overtime worked on a gazetted public holiday will be paid for using the same conditions and penalty rates that apply to ordinary hours worked on a public holiday as set out in Clause 21.3 of this Agreement.
- 20.3. In calculating payment for overtime, each day's work stands alone, and the overtime rates referred to above will be applied on the applicable ordinary hourly rate for the employee's classification grade. For the sake of clarity, employees who work overtime on weekends will be entitled to the overtime penalty only (and not the weekend penalty rates referred to in Clause 19.1). When overtime is worked, no casual loading or shiftwork penalties are payable.
- 20.4. Overtime payments will be calculated up to the nearest fifteen minutes.
- 20.5. **Requirements to work reasonable overtime**
- The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 20.6. **Time off in lieu of overtime**
- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

- (b) Where time off in lieu of payment for overtime is taken, the employee will receive one hour of time off for each hour of overtime worked, paid at the applicable ordinary hourly rate for the employee's classification grade.
- (c) If, having elected to take time as leave, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve-month period, or on termination of employment.

**20.7. Crib Time**

An employee working overtime at the end of their rostered finishing time shall be allowed a crib time of twenty (20) minutes without deduction of pay after four (4) hours of overtime worked if the employee continues work after such crib time.

**20.8. Casual Overtime**

- (a) Casual employees will only be eligible for overtime (at the appropriate overtime rate) when requested to work more than 8 ordinary hours on any one day or shift or in excess of thirty-eight (38) ordinary hours in a week, or where they work outside the spread of ordinary hours in Clause 16.1 (for day workers).
- (b) The casual loading prescribed in Clause 7.3(a) will not be paid for overtime hours worked by casual employees.

**20.9. Part-time Overtime**

Subject to Clause 7.2(b), if a part-time employee works in excess of 5 days in a week, 10 ordinary hours on any one day or shift, thirty-eight (38) ordinary hours in a week, in excess of their Permanent Hours (without their agreement) or outside the spread of ordinary hours in Clause 16.1 (for day workers), they shall be paid the appropriate overtime rate for such additional hours.

**20.10. Make-up time**

- (a) A day worker may elect, with the consent of the Company, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in Clause 16.1 of the Agreement at the applicable ordinary hourly rate for the employee's classification grade.
- (b) A shiftworker may elect, with the consent of the Company, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (c) On each occasion that the employee elects to use this provision, the resulting agreement shall be recorded in the records kept by the department Supervisor/Manager.

**20.11. Recall**

An employee recalled to work overtime after leaving the premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time the employee is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full

four (4) hours if the job that the employee was recalled to perform is completed within a shorter period.

## **21. PUBLIC/LOCAL HOLIDAYS**

21.1. An employee shall be entitled to the prescribed public holidays, as follows:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, King's Birthday, Anzac Day and Labour Day, together with all proclaimed and gazetted public holidays for the State or locality shall be holidays.
- (b) In addition to the holidays specified above, a Picnic Day and Newcastle Show Day shall apply in each calendar year.

### **21.2. Flexibility Arrangement**

To meet the requirements of the Company's customers and service the needs of the community in relation to prescription drugs, medical supplies, and health related products and services provided by the Company, the parties agree that, subject to the NES, where a "local" holiday applies to employees, this entitlement will be handled as follows: The employee will work on that day as required by the Warehouse Manager and take time off in lieu for the hours worked on that particular holiday on another day which is mutually agreed between the employee and the manager. (An example of "local" holiday is the Newcastle Show Day).

### **21.3. Public holidays – penalty rates**

- (a) All time worked on Christmas Day and Good Friday shall be paid for at the rate of **treble time**.
- (b) All time worked on holidays, other than the aforesaid, shall be paid for **at double time and one half**.
- (c) For work performed on a public holiday which falls on a Saturday, payment shall be made at the rate of **double time and one half**.
- (d) The minimum payment for work performed on public holidays shall be 4 hours at the appropriate rate.
- (e) For the purposes of applying the above penalty rates, an employee will only receive public holiday penalty rates where the majority of the hours they work in a day or shift fall on the public holiday. Otherwise, the applicable ordinary hourly rates (and any other applicable loadings) will apply for the entire day or shift.
- (f) Full-time and part-time employees who are ordinarily rostered to work on a public holiday (but who do not work on the public holiday), will be paid the applicable ordinary hourly rate for their classification grade, including any shiftwork penalty (if applicable) for the public holiday they do not work.
- (g) For the sake of clarity, the penalty rates referred to above will be applied on the applicable ordinary hourly rate for the employee's classification grade. The extra rates specified in this clause are in full substitution for and are not cumulative upon any other

penalty rate or loading and without limiting the foregoing, no casual loading or shiftwork penalties are payable on public holidays.

## **22. ANNUAL LEAVE**

### **22.1. Definitions**

For the purposes of this clause and Clause 23 (Personal Leave):

"*service*" has the meaning prescribed by the Act.

"*continuous service*" has the meaning prescribed by the Act.

### **22.2. Annual Leave Entitlement**

- (a) Full-time employees are provided with 4 weeks of annual leave per year of continuous service with the Company (pro rata for part-time employees). Annual leave accrues progressively (based on an employee's ordinary hours of work) and is cumulative.
- (b) Seven-day shift workers, i.e. those who regularly work on Sundays and public holidays, will be considered "shiftworkers" for the purposes of the NES and shall receive an additional week of annual leave to that specified in (a) above. The amount of annual leave they are entitled to is 5 weeks, per year of continuous service (pro rata for part-time shiftworkers).
- (c) Annual leave will be credited monthly. An employee may request to take any annual leave credited to the employee. In considering the employee's request, the Company will take into account the operational requirements of the business. The employee's request will not unreasonably be refused. The Company will endeavour to respond to annual leave requests within 14 days of an application being correctly submitted. In the case of unforeseen circumstances (for example, the relevant Manager being absent), the Company will endeavour to respond within 28 days.

### **22.3. Company initiated change in taking annual leave**

- (a) Where an employee has been notified that annual leave is to be taken at a specified time and that arrangement is thereafter changed by the Company, the employee shall be reimbursed for any out of pocket expenses which they have incurred and which are irrecoverable in relation to the booking of accommodation for holidays, provided that the employee provides proof of such expenses to the Company; and further provided the employee advises the Company of the possibility of the non-recoverability of such expenses at time of notification of the change of leave.
- (b) An employee may be directed by the Company to take annual leave if the amount of annual leave credited to the employee is more than 1/13 of the number of hours (not including overtime) that the employee worked in the previous 104 weeks. The employee must comply with any such direction.
- (c) The amount of leave that the Company may direct the employee to take is equal to, or less than, 1/4 of the amount of leave that the employee has credited to the employee at the time the direction to take annual leave is given to the employee. For example, if an employee has accrued 304 hours (8 weeks at 38 ordinary hours per week) leave, the

Company may direct the employee to take 76 hours (2 weeks at 38 ordinary hours per week) leave.

- (d) The Company may direct any employees to take any annual leave credited to them for:
- (i) a single yearly close down of that part of the Company's business in which the employee(s) work or;
  - (ii) in the event of unforeseen circumstances beyond the Company's control. The Company shall consult with the employees and where requested, their representatives to reach agreement. Agreement shall not be unreasonably withheld.

If an employee has insufficient accrued annual leave to cover the period of the close down, the employee and the Company may agree in writing for the employee to take leave without pay for the period of the shortfall in accrued annual leave.

#### **22.4. Payment for annual leave**

The Company shall pay each employee in advance before the commencement of the employee's annual leave:

- (a) the employee's ordinary hourly rate, based on their ordinary hours of work;
- (b) first aid officers will also receive any applicable First Aid Allowance under Clause 9.2 of this Agreement during any period of annual leave;
- (c) a loading of 17.5 percent (calculated on the applicable ordinary hourly rate for the employee's classification grade), for the leave period to be taken, provided that, if the amount to which the employee would have been entitled by way of shift work loadings for their ordinary hours (not including time on a public or special holiday) which the employee would have worked during the period of the annual leave exceeds the loading calculated in accordance with this clause, then that amount shall be payable to the employee in lieu of the loading.

#### **22.5. Annual leave taken before due date**

- (a) If the employee and the Company so agree, the annual leave or any of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- (b) Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to a further period of leave shall not arise until the employee has accrued sufficient annual leave to cover their proposed absence.
- (c) If an employee's employment ends, the accrued but untaken annual leave (including the notice period) will be paid out to the employee at the time of the employee's departure or at such other suitable time. The employee shall also be paid a loading calculated in accordance with this clause for the period not taken. If the employee's employment ends before the annual leave taken in advance has been accrued, the employee agrees that a deduction equivalent to the value of the leave taken but not yet accrued, may be made from their wages on termination of employment.

22.6. **Annual leave exclusive of public holidays**

Where a public holiday for which the employee is entitled to payment under this Agreement falls during any period of annual leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of the public holiday.

22.7. The provisions of this Clause 22 do not apply to casual employees.

**23. PERSONAL LEAVE**

23.1. Personal leave includes carer's leave and sick leave and is as per the NES.

23.2. **Entitlement**

A full-time employee is entitled to ten (10) days' personal leave per year of continuous service with the Company provided the employee notifies the Company as soon as practicable of the need to take the leave and produces reasonable evidence in support of the leave, subject to Clause 23.6. For part-time employees this will be pro-rata based on their ordinary hours of work.

Leave shall be credited in advance on the date of commencement of employment. In the second and subsequent years, the leave shall also be credited in advance on each anniversary date of the commencement of employment. Leave credited in this manner for part-time employees will be based on their Permanent Hours (however, additional leave will be credited in circumstances where extra ordinary hours are worked in accordance with this Agreement).

23.3. If an employee takes personal leave, the Company must pay the employee, for the period of the personal leave, at the employee's ordinary hourly rate, plus any applicable First Aid Allowance under Clause 9.2 of this Agreement and any applicable penalty rates that would otherwise have been payable on the employee's rostered ordinary hours of work during the period that the employee is taking paid personal leave.

23.4. **Meaning of Personal Leave**

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- (a) due to personal illness or injury ("**sick leave**"); or
- (b) for the purposes of caring for an immediate family or household member who is sick or injured and requires the Employee's care and support or who requires care due to an unexpected emergency ("**carer's leave**"). The employee is entitled to use some or all of their paid personal leave entitlement, in accordance with subclause 23.2 for the purposes of carer's leave.

23.5. Subject to Clause 23.6, the Company may require the employee to provide reasonable proof of the employee's need to take personal leave. Employees must comply with any such requirement.

A medical certificate or, if that is not reasonably practicable, a statutory declaration will constitute reasonable proof.

Employees who care for an immediate family or household member who is frail, over the age of 65, or who has a long-term disability or illness, may provide evidence of the need to take the leave for an enduring period, rather than on each occasion they seek to access their carer's leave entitlement. The relevant period will be determined on a case by case basis and depend on the nature of the circumstances leading to each employee's carer's leave request.

- 23.6. In certain circumstances, an employee will not be required to provide reasonable evidence of their need to access personal leave, for a maximum total of two days in any entitlement year. Those circumstances are limited to the following:

*(a) Short absence*

An employee is allowed to take a short absence from work for essential medical attention (that is, an absence of less than one day) without the need to produce satisfactory evidence. An employee shall be allowed up to four separate short absences totalling no more than 2 days (i.e. 15.2 hours for full-time employees) in any one service year without the need to produce satisfactory evidence; or

*(b) Two-day absences*

An employee shall be allowed a two-day (i.e. 15.2 hour for full-time employees) absence without the need to produce satisfactory evidence once only in any one service year. However, all subsequent absences will require satisfactory evidence; or

*(c) Single day absences*

An employee shall be allowed two single day absences (i.e. 15.2 hours for full-time employees) in any one service year without the need to produce satisfactory evidence. However, all subsequent absences will require satisfactory evidence.

- 23.7. For the purposes of carer's leave under this Agreement:

"*Immediate family member*" means an employee's spouse, child, parent, grandparent, grandchild, sibling, and the employee's spouse's child, parent, grandparent, grandchild and siblings.

"*Child*" includes an adopted child, a stepchild, an ex-nuptial child, an adult child, a foster child and a child who is the subject of a permanent care order

"*Spouse*" includes a former spouse, a de-facto partner and a former de-facto partner irrespective of whether the de-facto partner is of the same sex.

**23.8. Crediting**

Paid personal leave is cumulative i.e. unused personal leave accumulates from year to year. An employee is entitled to use accumulated personal leave if the current year's personal leave entitlement has been exhausted. For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the Company (but periods of unpaid leave may not count towards service in accordance with the Act).

**23.9. Personal Carer's Entitlement for Casual Employees**

- (a) Subject to the evidentiary and notice requirements in this clause, casual employees are entitled to not be available to attend work or to leave work if they need to care for a



person, as prescribed in this clause, who is sick and requires care and support, or who requires care due to an unexpected emergency or the birth of a child.

- (b) The Company and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Company must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.

## **24. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Family and domestic violence leave is provided for in the NES, namely 10 days of paid family and domestic violence leave each year for all employees (including casual employees), subject to the requirements of the NES being met.

## **25. ABSENCES ASSOCIATED WITH FOSTER CARE**

Employees, including casual employees, will be allowed unpaid leave of up to 2 days per occasion (in addition to their personal leave entitlements) for the purposes of attending appointments and caring responsibilities related to the foster care of children, including, emergency, respite, short and long-term care arrangements, subject to the employee providing the Company with notice of their absence as soon as is reasonably practicable. The Company may require the employee to provide reasonable proof of the employee's need to take this leave.

## **26. INCENTIVE PAYMENT FOR REDUCTION OF PERSONAL LEAVE**

- 26.1. The reduction of absences due to personal leave has a direct positive impact on productivity and the overall efficiency of the Site and the Company agrees that a bonus payment will be paid to an employee who works a full quarter (three months) with no personal leave absence. The payment will be made at a rate of 1.5% of the employee's ordinary hourly rate for their ordinary hours of work in that three-month period. Payment will be made in the second or third pay period after the end of the quarter.
- 26.2. The quarters being each year:
  - 1 July- 30 September
  - 1 October - 31 December
  - 1 January- 31 March
  - 1 April - 30 June
- 26.3. Absences due to workers' compensation, long service leave or annual leave during the said three-month period will not affect entitlement the personal leave incentive payment.

## **27. COMPASSIONATE LEAVE**

- 27.1. An employee is entitled to a period of up to five (5) days' compassionate leave on each occasion on which a member of the employee's household or immediate family contracts or



develops a personal illness or injury that poses a serious threat to their life, or dies, a baby in their immediate family or household is stillborn, they have a miscarriage or their current spouse or de facto partner has a miscarriage (for the sake of clarity, this leave applies in addition to any unpaid or paid parental leave the employee may be entitled to in the case of a stillbirth).

- 27.2. Immediate family member has the same meaning as defined in Clause 23.7.
- 27.3. Compassionate leave is paid at an employee's ordinary hourly rate (based on their ordinary hours of work), except for casual employees, who will receive unpaid compassionate leave instead.

## **28. PARENTAL LEAVE**

- 28.1. The relevant parental leave standard of the NES applies with respect to leave entitlements for maternity, paternity or adoption purposes. The basic entitlement is 52 weeks of unpaid parental leave for each newly born child or adopted child.
- 28.2. In addition to those employees entitled to unpaid parental leave under the NES, employees who are providing permanent/long term care of a child through a permanent care order or equivalent long-term foster arrangement, may also access up to 52 weeks of unpaid parental leave for each newly placed child, subject to them complying with the eligibility, notice and evidentiary requirements under the NES (as they would otherwise relate to a newly born or adopted child).

## **29. FLEXIBLE WORK REQUESTS**

- 29.1. Flexible work requests will be as per the NES.
- 29.2. For the sake of clarity, a permanent employee returning from parental leave (and who would otherwise be eligible to request flexible working arrangements under the NES) may choose to work part-time or reduced hours during the period that their child is school aged or younger. The specific hours of work (including the total weekly hours and times of work) will be as agreed with the Company. Such an employee may request to return to full-time hours, or the previous number of hours worked, by providing 28 days' notice to the Company of the intended change to their working arrangements and the Company may only refuse such a request on reasonable business grounds.

## **30. LONG SERVICE LEAVE**

As per the *Long Service Leave Act 1955* (NSW).

## **31. COMMUNITY SERVICE LEAVE**

Community service leave is provided for in the NES. In addition, when a permanent employee is required to attend jury service the following subclauses will apply:

### **31.1. Reimbursement for jury service**

A full-time or part-time employee required to attend for jury service during ordinary hours of work shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they

would have received in respect of their ordinary hours of work they would have worked had they not been on jury service.

**31.2. Notification of jury service**

An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service.

**31.3. Proof of attendance at jury service**

Further, the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

**32. BLOOD DONORS**

32.1. A full-time or part-time employee who is absent during ordinary hours of work for the purpose of donating blood shall not suffer any deduction of pay for a period of two hours or longer if necessary on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

32.2. Provided that such employee shall arrange for their absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of their ordinary working hours.

32.3. Proof of the attendance of the employee at a recognised place, for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the Company. Further, the employee shall notify the Company as soon as possible of the time and date upon which they are requested to be absent for the purpose of donating blood.

**33. NATURAL DISASTER LEAVE**

33.1. Subject to Clause 33.2, an employee who is prevented from attending their normal place of work because of a natural disaster, or global pandemic (as defined by the World Health Organisation), and has been directed by the Company not to attend work, will be granted up to ten (10) days of natural disaster leave each calendar year (which is non-cumulative). This leave will be paid for full-time and part-time employees (at their ordinary hourly rate and based on their ordinary hours of work) and unpaid for casual employees.

33.2. The entitlement to paid natural disaster leave will only apply if the Company's insurer covers the cost of paying the employee's wages for the relevant period of leave.

33.3. Notwithstanding Clause 33.1, where an employee receives allowances which are part of the employee's normal earnings, these will also be paid (however, any penalty rates, overtime and other like payments will not be paid during this time).

**34. INCOME PROTECTION INSURANCE**

As part of the negotiated outcome of this Agreement, the Company shall administer deductions for income protection insurance for all existing and all new employees who wish the Company to do so. Upon written instruction from the relevant employee, such funds shall be deducted from the employee's wages and submitted to a fund or insurance scheme of the employee's choice for the purpose of income protection insurance on a monthly basis. For employees whose superannuation contributions are made to the Retail Employees Superannuation Trust ("REST")

such deductions shall be made to REST on a default basis unless the employee nominates another fund or insurance scheme of their choice.

## **35. SUPERANNUATION**

### **35.1. Preamble**

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively, “**Superannuation Guarantee Legislation**”). The Superannuation Guarantee Legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Notwithstanding the above, the following provisions also apply:

### **35.2. Definitions**

- (a) “*Fund*” means the employee’s chosen complying superannuation fund, or the employee’s stapled fund or REST as the Company’s chosen default fund for the purposes of the Superannuation Guarantee Legislation.
- (b) “*Ordinary time earnings*” - in this clause shall include the employee’s ordinary hourly rate and any allowances where such allowances are part of the employee’s normal earnings, excluding actual overtime, travel, meals or annual leave loading (which is paid for the notional loss of opportunity to work overtime).
- (c) “*Employee*” means an employee under the terms of this Agreement (including an employee under the age of 18 years of age) who has satisfied the requirements in the clause below.

### **35.3. Company Contributions**

- (a) The Company will contribute compulsory superannuation in accordance with Superannuation Guarantee Legislation to the employee’s Fund. The frequency of payments shall be made in accordance with the legislation.
- (b) Upon commencement of employment, the employee shall have the opportunity to choose a complying superannuation fund and forms will be provided to employees for this purpose.
- (c) Superannuation contributions for casual employees shall be made by the Company on a monthly basis.
- (d) The Company will continue to contribute to the employee’s Fund whilst an employee is in receipt of Workers Compensation an amount equivalent to their ordinary time earnings.

### **35.4. Company’s contributions during leave without pay**

Where an employee is absent on leave without pay - whether or not such leave is approved - no contribution from the Company shall be due in respect of the employee during and in respect of the period of unpaid absence.

**35.5. Cessation of contributions**

The obligations of the Company to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the Company.

**35.6. Protection of Employee Entitlements**

The Company accounts to date have demonstrated financial strength, as stated for the public record in the Company's annual report. The Company will continue to provide in its accounts for the accrued benefits of all employees that it has a present obligation to pay so that employee entitlements can be paid when those entitlements fall due. Accrued benefits will be based on wage rates at the time entitlements are payable.

**36. SALARY SACRIFICE FOR SUPERANNUATION**

**36.1. Objectives of Clause**

This Clause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit employees without imposing additional costs on the Company. The program is voluntary.

**36.2. Flexible Remuneration**

- (a) An employee may participate in a salary sacrifice program in relation to superannuation contributions into the Fund into which the Company is required to make contributions in accordance with the relevant Superannuation Guarantee Legislation. The employee must specify an amount as a percentage of ordinary time earnings by which the employee's wage is to be reduced ("the salary sacrifice").
- (b) The employee may request to receive ordinary time earnings payable in accordance with this Agreement minus an amount directed into additional superannuation contributions under this program. The Company will continue to calculate the contributions required by Clause 35.3 on the basis of the employee's ordinary time earnings before the salary sacrifice is deducted.
- (c) Any request to participate in the program shall be in a form approved by the Company.
- (d) An employee who takes any paid leave shall receive the ordinary wages payable after deductions made under this clause in lieu of salary and wages and other amounts payable under this Agreement.
- (e) Any other agreement payment (including overtime, penalty rates, shift loadings, annual leave loading and termination payments) will be calculated as if the contribution in Clause 36.2(b) had not been deducted from the wages.
- (f) Each employee participating in the program under this Clause shall receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.
- (g) Written confirmation as specified in Clause 36.2(f) above, shall be provided again whenever the employee's wage rates changes.

**36.3. No Disadvantage**

After taking into account the deductions made pursuant to Clause 36.2(b) an employee shall not receive less than the wage rate specified in this Agreement.

**36.4. Changes to Flexible Remuneration**

The Company may change benefits under the program if required to do so by changes to State or Federal legislation. The Company must consult with employees and if requested the Union or other representative, prior to any changes being implemented. In the event that amendment to these remuneration arrangements is to be implemented, the Company will provide employees and if requested, the Union or other representative, with reasonable notice. Such notice shall be not less than two (2) months unless a shorter time is required to comply with changes to legislation.

**36.5. Contributions**

(a) All employee contributions under this clause are to be made in multiples of 2.5% of the employee's ordinary time earnings.

(b) An employee may choose to vary the amount of their contribution at 6 monthly intervals.

**37. ACCIDENT MAKE UP PAY**

37.1. This clause shall apply to all employees covered by the Agreement and it shall apply only in respect of incapacity that results from an injury received on or after the date of approval of this Agreement.

37.2. The Company shall pay the employee Accident Make-Up Pay where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the Company pursuant to the provisions of the relevant Workers' Compensation legislation, however titled, as amended from time to time.

37.3. Accident Make-Up Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation legislation and the applicable ordinary hourly rate for the employee's classification grade (applied to their usual ordinary hours of work).

37.4. The Company shall pay, or cause to be paid, Accident Make-Up Pay during the incapacity of the employee within the meaning of the said legislation until such incapacity ceases or until the expiration of a period of 52 weeks from the date of injury, whichever event shall first occur.

37.5. In the event that the employee receives a lump sum in redemption of weekly payments under the said legislation, the liability of the Company to pay Accident Make-Up Pay shall cease from the date of such redemption.

**38. OCCUPATIONAL HEALTH AND SAFETY**

The parties to this Agreement recognise that safety in the workplace is a joint responsibility between the employees and the Company, and that they are required to comply with the obligations imposed on each party by the relevant occupational health and safety legislation.

### **39. COPY OF AGREEMENT**

Each employee shall have access to or be supplied with a copy of this Agreement upon their request.

### **40. GRIEVANCE & DISPUTES PREVENTION & SETTLEMENT**

- 40.1. In order to ensure grievances are settled promptly, sensibly, and fairly, the following procedure shall be adopted in relation to any matters arising out of employment (including under this Agreement or the NES). An employee who is a party to the dispute may appoint a representative at any stage for the purposes of the procedures in this term:
- (a) The matter shall first be discussed between the aggrieved employee and their immediate supervisor.
  - (b) If settlement is not reached the matter shall be discussed between the Delegate and the Site Manager or other appropriate officer of the Company.
  - (c) If not settled the matter shall then be discussed between the Union Organiser and the appropriate representative of the Company.
  - (d) If agreement is not reached, the matter shall then be discussed between the head of the Company, or their nominee, and the employee or the Branch Secretary of the Union, or their nominee.
  - (e) If the matter is still not settled either party may refer the matter to the FWC for conciliation and if necessary arbitration. The parties agree that the FWC shall be able to exercise whatever functions and/or powers it considers necessary to conduct any arbitral process and thereby finalise the dispute in question. This shall include the powers to issue subpoenas, direct witnesses to attend and give evidence.
  - (f) It is a term of this Agreement that the parties agree, subject to any right to appeal to a full bench of the FWC, that they accept the arbitrated decision of the tribunal as final and binding on the parties.
- 40.2. Until the matter is determined, work should continue in accordance with this Agreement while the matters in dispute are being dealt with and the status quo will prevail, subject to the Company's responsibility to provide a safe and healthy working environment. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 40.3. The Union and employees recognise the Company's obligation to assemble and distribute life preserving hospital supplies and life preserving ethicals at all times. The Union and employees agree not to disrupt, interfere with or stop receipt, assembly and distribution of life preserving hospital supplies at any time.

#### **41. ESSENTIAL MEDICINES**

The Union and employees recognise the Company's obligation to assemble and distribute life saving ethical, hospital and pharmacy only products at all times. The Union and employees agree not to disrupt, interfere with or stop receipt, assembly and distribution of ethical, hospital and pharmacy only products (including S3 and pharmacy only baby formula products) at any time.

#### **42. STAND DOWN**

Where a breakdown in machinery or any other cause outside the Company's control necessitates a stopping of work, the Company, after advising the employees and Union (and no sooner than two days from that stoppage first occurring) may stand down warehouse employees without pay. Such stand downs shall not in any way affect the employees' continuity of service or other entitlements which depend on continuity of service. This does not in any way affect the Company's right to terminate the employment of an employee in the normal manner.

#### **43. CONSULTATION TERM**

43.1. This term applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

##### ***Major Change***

43.2. For a major change referred to in Clause 43.1(a):

- (a) the Company must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) subclauses 43.3 to 43.9 apply:

43.3. The relevant employees may appoint a representative, including the Union, for the purposes of the procedures in this term.

43.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative, including the Union, for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

43.5. As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees and the Union:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and

iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion - provide, in writing, to the relevant employees and to the Union;

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the employees; and
- iii. any other matters likely to affect the employees.

43.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

43.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

43.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses subclause 43.1(a) and subclauses 43.3, 43.4 and 43.5 are taken not to apply.

43.9. In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

43.10. For a change referred to in subclause 43.1(b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses 43.11 to 43.15 apply.

43.11. The relevant employees may appoint a representative, including the Union, for the purposes of the procedures in this term.

43.12. If:



- (a) a relevant employee appoints, or relevant employees appoint, a representative, including the Union, for the purposes of consultation; and
  - (b) the employee or employees advise the Company of the identity of the representative;  
the Company must recognise the representative.
- 43.13. As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the Company reasonably believes are likely to affect the employees; and
    - iv. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 43.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 43.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 43.16. If a term in this Agreement provides for a change to the regular roster or ordinary hours of employees, the requirement set out in subclause 43.1(b) and subclauses 43.11, 43.12 and 43.13 are taken not to apply.
- 43.17. In this clause, *relevant employees* means the employees who may be affected by a change referred to in sub-clause 43.1.

#### **44. REDUNDANCY**

- 44.1. Subject to the remainder of this clause including the exceptions listed below, an employee is entitled to redundancy pay if the circumstances listed in section 119(1) of the Act occur.
- 44.2. **Selection for Redundancy**
- Selection for redundancy will be based on the following criteria:
- (a) The Company will decide which positions are no longer required.
  - (b) Volunteers will be invited from amongst the potentially redundant employees.
  - (c) Employees with skills that are critical for the Company to retain will not be eligible for redundancy.

- (d) If there are more volunteers than required at the time, those to go first will be selected based on length of service, with preference being given to longer serving staff who have contributed to the organisation over a longer period of time, and then by a fair random procedure (e.g. selecting names from a hat).
- (e) If there are too few volunteers than required at a particular time, those to go first will be selected by a fair random procedure (e.g. selecting names from a hat), taking into account the skills required by the organisation.
- (f) Employees who are potentially redundant will be notified of their status and given the opportunity to be considered for other employment with the Company and its associated entities. Those employees who seek other employment will be assessed to determine whether they have the necessary competencies to take on the role for which they would like to be considered. If an employee is offered and accepts another position their employment with the Company will continue.

**44.3. Redundancy and accordingly, severance pay is not available to employees:**

- (a) if the employee rejects an offer of employment in a transfer of employment situation as described in section 122(3) of the Act that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the employee's terms and conditions with the Company, and which also recognises the employee's continuity of service;
- (b) for whom the Company obtains acceptable employment as described in section 120 of the Act;
- (c) for whom a transfer of employment has occurred;
- (d) who have less than one year's continuous service at the time of termination;
- (e) whose employment is terminated because of serious misconduct;
- (f) who are casual employees;
- (g) who are engaged for a specific period of time or for a specific task or tasks or for the duration of a specified season.

**44.4. Discussion Before Terminations**

- (a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and will no longer employ the employee due to the operational requirements of the Company's enterprise as described by s.389 of the Act, and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and, if requested by an employee, with the Union.
- (b) The discussions shall take place as soon as it is practicable after the Company has made a definite decision which will invoke the provisions of sub-clause 44.4(a) hereof, and shall cover, inter alia, the reasons for the proposed terminations, measures to avoid or minimise

the terminations and measures to mitigate the adverse effects if any terminations on the employee/s concerned.

- (c) For the purpose of the discussion, the Company shall as soon as practicable, provide in writing to the employee/s concerned and if requested by an employee with the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests or information about employees.

#### **44.5. Notice**

- (a) Employees that are notified as being potentially redundant will be made redundant at a time that is notified to the employee.
- (b) The Company will endeavour to provide redundant employees with as much notice as practicable of their employment's termination. However, redundant employees will be given four (4) weeks' notice, or a payment in lieu thereof, or a combination of actual notice and payment in lieu of the balance of actual notice.
- (c) Employees over 45 years of age and who have completed at least five (5) years' service will receive an extra week's notice, or payment in lieu.

#### **44.6. Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in sub-clause 44.1 hereof, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may, at the Company's option, pay compensation in lieu of notice of an amount equal to the difference between the former ordinary hourly rate and the new lower ordinary hourly rate for the number of weeks of notice still owing.

#### **44.7. Employee leaving during notice period**

An employee whose employment is terminated for reasons set out in clause 44.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### **44.8. Time off during the notice period**

- (a) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment, up to a maximum of five (5) days.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of

the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

(c) For this purpose a statutory declaration or other proof of interview will be sufficient.

**44.9. Notice to Centrelink**

Where a decision has been made to terminate employees due to redundancy, in the circumstances outlined in provision 44.1 hereof the Company shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number of categories of the employee likely to be affected and the period of which the terminations are intended to be carried out.

**44.10. Severance Payments**

(a) Employees whose roles are made redundant, will receive a severance payment as follows (paid at the ordinary hourly rate for the employee’s classification grade, on the basis of their ordinary hours of work per week at the time the redundancy takes effect):

<i>Years of Continuous Service at time of termination</i>	<i>Severance Payment</i>
Less than 1 year	No payment
More than 1 year	4 weeks’ pay
More than 2 years	8 weeks’ pay
More than 3 years	12 weeks’ pay
More than 4 years	16 weeks’ pay
More than 5 years	20 weeks’ pay
More than 6 years	24 weeks’ pay
More than 7 years	28 weeks’ pay
More than 8 years	32 weeks’ pay
More than 9 years	36 weeks’ pay
More than 10 years	40 weeks’ pay
More than 11 years	44 weeks’ pay
More than 12 years	48 weeks’ pay
13 years or more	52 weeks’ pay

(b) Employees with 14 or more years completed service will receive an additional one (1) week's pay for each completed year of service over 13 years, to a maximum of 15 additional weeks’ pay.

**44.11. Annual Leave**

All accrued annual leave, including annual leave loading (where applicable), will be paid to redundant employees, calculated up until the date of termination.

**44.12. Long Service Leave**

Upon a redundancy, pro rata long service leave will be paid out to an employee with at least 5 years’ continuous service with the Company whose position is made redundant under this clause.

**44.13. Certificate of Service**

All employees will be issued with a certificate of service at the time of the termination of their employment by reason of redundancy. This will be supported, where required, by a verbal reference.

**44.14. Disputes Procedure**

- (a) It is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner that avoids adverse impacts on the customers, the business and the employees.
- (b) Disputes arising from the application of this clause (other than as concern the actual termination of employment) will be resolved following the Grievance and Dispute Prevention and Settlement process in this Agreement.
- (c) Without prejudice to either party, work will continue in accordance with the Agreement while matters in dispute are being dealt with in accordance with these procedures.

**45. TERMINATION OF EMPLOYMENT**

**45.1. Notice of Termination by the Company**

- (a) In order to terminate the employment of an employee (except those specified in Clause 45.1(d)) the Company shall give to the employee the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor should it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks or on redundancy. On redundancy, clauses 44.5(b) and 44.5(c) will apply instead.

**45.2. Time Off During Notice Period**

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

**45.3. Notice of termination by employee**

- (a) The notice of termination required to be given by an employee shall be one (1) weeks' notice.
- (b) If an employee fails to give notice, the Company shall have the right to withhold wages due to the employee, an amount equivalent to the period of notice not given.

**45.4. Statement of employment**

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the position held by the employee.

**45.5. Employment Separation Certificate**

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

**45.6. Summary dismissal**

Notwithstanding anything else in this Agreement, an employee's employment may be terminated immediately and without notice (or payment in lieu thereof) if the employee has engaged in serious misconduct.

**46. CLOTHING, EQUIPMENT AND TOOLS**

- 46.1. All employees will be able to obtain the apparel in the table below each year- on the basis of need (e.g. wear and tear of existing apparel - an employee may not need a new pair of boots each year).

<i>Product</i>	<i>Quantity</i>
Safety Shoe/ Boot - Oliver or similar	1 Pair
Hi Vis Shirt (polo or long- cool dry Micro mesh)	3
Hi Vis Vest - yellow day use	1
Hi Vis Winter Jacket - high vis flying	1

- 46.2. Employees must attend a Company nominated local provider once a year (in paid time) either July or February and pick their allotment. The Company will have account arrangements with the providers and approval documentation will be given to staff by their manager/supervisor prior to attending these local establishments. It is due to fitting requirements that staff will be required to attend the nominated provider.

- 46.3. With the prior approval of the Company based on wear and tear of existing apparel, employees can also attend a local provider at other times (in unpaid time) to pick their allotment.

- 46.4. Waterproof boots and protective clothing shall be provided by the Company when employees are required to work in wet places. Protective clothing shall be provided and laundered when employees are employed in a room where powders are being mixed or processed or handled

in bulk; when employed in the handling of acids or other materials injurious to clothing they shall be provided with overalls or dust coats, whichever is the most suitable.

- 46.5. Where the material being used by an employee in the process of manufacture comes in contact with and is injurious to footwear or where the Company requires the employee to wear protective footwear for safety reasons, suitable footwear shall be provided by the Company, and shall be worn by the employee, free of cost to the employee.
- 46.6. Persons employed in sterile areas shall be supplied with overalls which shall be laundered by the Company, free of cost to the employee.
- 46.7. Waterproof boots, protective clothing and overalls as provided in this clause shall remain the property of the Company.
- 46.8. Where an employee desires to wear another brand of safety footwear, the Company shall subsidise the cost of such safety footwear to the same amount as the cost of the footwear specified in clause 46.1. The employee shall satisfy the Company when such safety footwear is in need of replacement and a further subsidy sought by the employee from the Company.

#### **47. INDIVIDUAL FLEXIBILITY TERM**

- 47.1. The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (a) the agreement deals with one or more of the following matters:
    - i. arrangements for when work is performed; or
    - ii. overtime rates; or
    - iii. penalty rates; or
    - iv. allowances; and/or
    - v. annual leave loading.
  - (b) the arrangement meets the genuine needs of the Company and employee in relation to the matters mentioned in sub-clause 47.1(a); and
  - (c) the arrangement is genuinely agreed to by the Company and employee.
- 47.2. The Company must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 47.3. The Company must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the Company and employee; and

(c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

- i. the terms of the Agreement that will be varied by the arrangement; and
- ii. how the arrangement will vary the effect of the terms; and
- iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

47.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

47.5. The Company or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Company and employee agree in writing – at any time.

## **48. UNION MATTERS**

### **48.1. Introduction**

The Company recognises the Shop, Distributive and Allied Employees' Association, Newcastle and Northern Branch ("SDA") as the Union that has representation of employees covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to the Agreement or not.

### **48.2. Payroll Deductions**

The Company undertakes upon authorisation to deduct Union membership fees, as levied by the SDA in accordance with its rules, from the pay of employees who are members of the SDA. Such monies collected will be forwarded to the SDA at the beginning of each month together with a schedule of such contributions.

### **48.3. Site Attendance by Union Official**

An authorised SDA representative may enter the Company's premises in accordance with the Act, and at such other times as agreed with the Company (subject to the Act). The SDA representative will notify the Company upon arrival at the site.

### **48.4. Delegate Rights**

The Company shall recognise the Union Delegate(s) who are elected by the employees, or appointed by the SDA, as the on-site representative(s) of the SDA, and whose name(s) have been forwarded in writing to the Company by the SDA.

### **48.5. Delegates on-site business**

(a) Delegates of the SDA will be allowed up to two hours per month (and other time if agreed by the Company) paid time to conduct legitimate on-site Union business with



employees, the Company or the Company's representative. The two hours shall be taken at such times that minimise the impact of any Delegates' absence on the business.

- (b) The Delegate shall also have reasonable access to resources to perform their role, including access to the internet, a telephone and fax machine. However, use of such facilities for the Company's needs will take priority. Wherever possible, this on-site business shall be conducted at times that are suitable to the relevant manager/supervisor and Delegate(s).

#### **48.6. Trade Union Training Leave**

- (a) The Company will allow recognised Delegate(s) with more than six (6) months continuous service with the Company to attend up to three (3) days per calendar year Trade Union Training and will pay the applicable ordinary hourly rate of pay under this Agreement for the period of training. The Union agrees that it will pay any other costs related to the training including travel costs.
- (b) To facilitate the Company making arrangements to release the employees, the SDA will provide a minimum of four (4) weeks written notice of the training program to the Company or such lesser period of notice as may be agreed by the Company. Should there be a particular difficulty releasing the employee, the Company will consult with the SDA to select a more suitable alternative time.
- (c) Leave of absence granted pursuant to this clause, shall count as service for all purposes.

#### **48.7. Union meetings**

- (a) The Union shall be allowed to hold four paid meetings (each year) of employees covered by the Agreement and with labour hire agency employees present on the premises at the time of the meeting about workplace and related matters which affect their livelihoods, safety and welfare.
- (b) Such meetings are to be held at dates and times agreed to between the Company and the Union and are not to cause any disruption to ordinary work. Such meetings shall not exceed 30 minutes on each occasion.

#### **48.8. Induction of new employees**

- (a) The Company undertakes that, as part of the induction procedure for any new employee covered by the Agreement, it shall advise the new employee that there is an Agreement on site that has been negotiated between the Company and the Union.
- (b) The Company shall notify the Union Delegate or, in their absence, the Union Organiser of the induction as soon as practicable after the induction is scheduled and subject to the Act, allow the Delegate or Organiser to attend the induction for up to 20 minutes, during which time the Delegate or Organiser may explain the role of the Union on site and invite the employee to join the Union.

#### **49. CONSULTATIVE COMMITTEE**

The parties agree that during the term of this Agreement, they shall establish a consultative committee. It shall be constituted by equal numbers of Company and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) Dissemination of performance and productivity information;
- (b) Consulting, designing, recommending and/or implementing productivity initiatives to improve performance and job satisfaction;
- (c) Formulation of a training program and availability of training courses and career opportunities to employees;
- (d) Dissemination of information on the training program and availability of training courses;  
and
- (e) The recommending of individual employees for training and reclassification.

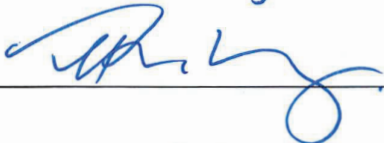
#### **50. NO EXTRA CLAIMS**

It is a term of this Agreement that neither the Company nor employees shall pursue any extra claims during the nominal life of this Agreement.

**SIGNATORY PAGE**

**SIGNED FOR AND ON BEHALF OF CLIFFORD HALLAM HEALTHCARE PTY LTD (ACN 001 655 554):**

Name: Carmen Riley.

Signature: 

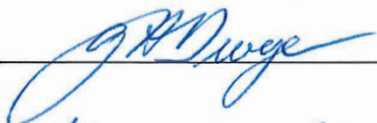
Authority: CHIEF OPERATING OFFICER.

Address: 17 Hudson Crt, Keysborough.

Date: 23<sup>rd</sup> May 2024.

**SIGNED FOR AN ON BEHALF OF THE SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION:**

Name: GERARD DWYER

Signature: 

Authority: NATIONAL SECRETARY - TREASURER

Address: L6, 53 QUEEN STREET MELBOURNE

Date: 22 MAY 2024

## APPENDIX A

### CLASSIFICATION STRUCTURE

All employees covered by this Agreement shall be classified as follows:

LEVEL	SKILLS/DUTIES/INDICATIVE TASKS
1A	Entry Level: <ul style="list-style-type: none"> <li>• Order Assemblers and store persons roles</li> </ul>
1B	<ul style="list-style-type: none"> <li>• Order Assemblers, Receiving &amp; Despatch store persons who have completed 3 months as Grade 1A (Entry Level).</li> <li>• Completed induction and basic SOP training for role.</li> </ul> Skills / Duties <ul style="list-style-type: none"> <li>• Works in a team environment under routine supervision;</li> <li>• Able to understand instructions and work from procedures;</li> <li>• Competently performs area specific work or duties;</li> <li>• Undertakes duties in a safe and responsible manner;</li> <li>• Responsible for the quality of their own work;</li> <li>• Possess basic interpersonal, communication and numeracy skills;</li> <li>• Follows safety instructions and reports hazards;</li> <li>• Basic understanding and operation of pick technology including but not limited to RF or VDU equipment;</li> <li>• Undertakes basic picking and packing operations either manually or with the assistance of power operated machinery other than forklift or LO;</li> <li>• Receiving, putting away and replenishment of products in designated pick and storage locations;</li> <li>• Sorting and packing of goods and materials in accordance with appropriate procedures and/or regulations;</li> <li>• Operates hand operated transport and lifting devices;</li> <li>• Responsible for housekeeping in own work environment.</li> </ul>
2	As per Grade 1 plus forklift operation and/or Drug Vault and Cool Room with completion of training modules for level 1.  Skills / Duties <ul style="list-style-type: none"> <li>• Holds and operates a LF licence;</li> <li>• Possesses sound interpersonal, communication and numeracy skills and capable of completing all necessary paperwork in an accurate; timely and legible manner;</li> <li>• Undertakes basic QA functions;</li> <li>• Processes and packs orders according to appropriate SOP's for Cool Room and Dangerous Drugs [Vault];</li> <li>• Responsible for the safe disposal and clean up of hazardous materials in their specific work areas;</li> <li>• Completion of SOP and training modules for roles.</li> </ul>
2B	As per Grade 2 plus LO Drivers with completion of training modules for level 2.  Skills / Duties <ul style="list-style-type: none"> <li>• Performs work requiring limited supervision either individually or in a team environment;</li> <li>• Sound working knowledge of duties performed at levels below this grade;</li> </ul>

	<ul style="list-style-type: none"> <li>• Able to complete training records for basic quality control/assurance procedures, including the ability to recognise basic quality deviations/faults;</li> <li>• Holds and operates a LO licence.</li> </ul>
3	<p>Stock Controller, Despatch – Relief Leading Hand with completion of training modules for level 2B.</p> <p>Skills / Duties</p> <ul style="list-style-type: none"> <li>• May perform a specialist role that requires training in a specific area, task or machinery, i.e., Stock Controller;</li> <li>• Basic problem solving skills;</li> <li>• Liaises with suppliers and interrelated departments with respect to operations as appropriate;</li> <li>• Maintains inventory records related to specific work areas;</li> <li>• Identifies deviations and assists in mitigating and/or documenting errors and discrepancies.</li> </ul>
3B	<p>Team Leaders, Checking, Packing &amp; Despatch Assembly, Receiving, Replenishing, Stock Control, Cool Room &amp; Dangerous Drugs, with completion of training modules for level 3.</p> <p>Skills / Duties</p> <ul style="list-style-type: none"> <li>• Advanced interpersonal, communication and problem solving skills;</li> <li>• Undertakes and is responsible for overseeing work procedures for a specific area or associated function in the warehouse;</li> <li>• Ability to provide direction and guidance to other employees and coordinate work in a team environment;</li> <li>• Demonstrate an understanding of quality requirements including the ability to rectify faults or bring them to the attention of the appropriate managerial authority;</li> <li>• Preparation and receipt of applicable documentation, e.g., liaison with suppliers for specific areas of production in the warehouse;</li> <li>• Competent in performing tasks/duties in lower grades at an advance level.</li> </ul>
4	<p>Senior Stock Controller with completion of training modules for level 3B and competent in level 3B role.</p>
5	<p>Warehouse Supervisors: Receiving, Picking &amp; Stock Control with completion of training modules for level 4 and competent in level 3B role.</p> <p>Skills / Duties</p> <ul style="list-style-type: none"> <li>• Highly developed interpersonal and communication skills;</li> <li>• Ability to assist in the provision of on-the-job training, induction; employee selection, safety and disciplinary procedures;</li> <li>• Performs work without supervision but general guidance on progress and outcomes;</li> <li>• Details and coordinates activities of other employees;</li> <li>• Responsible for the supervision and conduct of the work of in excess of 10 employees;</li> <li>• Maintains control of information related to product, packaging, materials, finished product or packed stock and responsible for the preparation of regular reports related to their units and areas;</li> </ul>

	<ul style="list-style-type: none"> <li>• Actively measures production outputs against agreed standards and takes appropriate actions based on measures;</li> <li>• Demonstrates knowledge in processing, inventory management, safety, quality and customer service;</li> <li>• Possesses a sound working knowledge of all warehousing/stores duties performed at levels below this grade.</li> </ul>
6	Warehouse Group Leaders – support and 2IC to Warehouse Manager with completion of training modules for level 5 and competent in level 3B role and possesses a sound working knowledge of all warehousing/stores duties performed at levels below this level.