

Healthcare Logistics (NSW)
Enterprise Agreement 2023

This **ENTERPRISE AGREEMENT**, made in pursuance of the Act, as amended

BETWEEN: Healthcare Supply Partners Pty Ltd trading as Healthcare Logistics (ABN 31 631 884 609) (**HCL**).

AND: The United Workers Union (**Union**) and their officers and those Employees to which this Agreement refers on the other.

HEREBY WITNESS: as follows:

PART A - AGREEMENT FORMALITIES

1. Title

This agreement shall be known as the *Healthcare Logistics (NSW) Enterprise Agreement 2023 (Agreement)*.

2. Scope and Parties Covered

2.1 This Agreement shall be binding upon HCL and its employees who are from time to time employed by HCL in the occupations of assembler, checker, store person and/or packer and forklift driver, stock receivers, stock controllers (**Employee(s)**).

2.2 This Agreement will also cover the Union subject to the Union notifying the FWC of its wish to be covered in accordance with section 183 of the Act.

2.3 The Employees whose classifications are described in Appendix 2.

3. Area, Incidence, and Duration

3.1 This Agreement shall apply in respect of the employment of persons by HCL in the HCL warehouse(s) situated in the State of New South Wales.

3.2 In the event that HCL transmits any or all of the work covered by this Agreement, then clause 41 (Transmission of Business), shall apply.

3.3 This Agreement will come into effect seven days after it has been approved by FWC, as provided for in the Act. This Agreement expires on 31 December 2026. The provisions of this Agreement will continue to apply after its nominal expiry date until a new agreement is approved.

3.4 The parties agree to commence negotiations on the renewal of this Agreement no later than three months before its nominal expiry date. The first increase in the new agreement will be no earlier than 01 July 2027.

3.5 In the event that negotiations for an enterprise agreement are not finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all Employees, by the parties.

4. Relationship to the National Employment Standards

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (**NES**) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an Employee shall take precedence.

5. Agreement to be Displayed

Copies of this Agreement shall be displayed in places readily visible and accessible to all Employees covered by the Agreement.

6. Definitions

- 6.1 **Act**, means the *Fair Work Act 2009* (Cth), as amended from time to time.
- 6.2 **HCL Casual**, means an Employee employed by HCL and paid by the hour contracted for a minimum of four hours.
- 6.3 **Fixed-Term**, means an Employee employed for a specific task or assignment for specific start and finish dates whether employed directly or indirectly.
- 6.4 **Full-Time Employee**, means an Employee employed and paid fortnightly.
- 6.5 **FWC**, means the Fair Work Commission.
- 6.6 **Labour Hire Casual**, means a person engaged through a third party provider to perform work at HCL on a casual basis.
- 6.7 **Overtime**, is where an Employee works outside the normal working hours (6.00am to 6.00pm) or exceeds eight hours between 6.00am and 6.00pm. Each day shall stand alone.
- 6.8 **Part-Time Employee**, means an Employee engaged and paid fortnightly on a part-time basis for a minimum of four consecutive hours and who could work up to 35 hours per week, to be worked to suit business needs. (Refer clause 9 Part-Time Employment).
- 6.9 **Team Leaders**, means an adult Employee who has three or more Employees regularly under his/her direction.
- 6.10 **TOIL**, is where an Employee chooses to take time off in lieu of being paid Overtime for time worked.

7. Anti-Discrimination

It is the intention of HCL, the Employees and the Union to adhere to the provisions for anti-discrimination as per the Act.

PART B – EMPLOYMENT RELATIONSHIP

8. Contract of Employment

- 8.1 Promotions/Transfers
 - (a) Where a permanent level 4 (or above) vacancy arises within HCL, the position will be advertised internally and/or externally.
 - (b) The advertisement of the permanent level 4 (or above) role will occur, internally, by placement of the role on the noticeboard, and appointment of the successful candidate will be made on merit.
 - (c) Where a permanent level 4 (or above) vacancy arises within HCL, the responsible manager will initiate action to advertise the vacant position internally in the first instance by placement of the role on the noticeboard, and appointment of the successful candidate will be made on merit.
 - (d) All appropriate vacancies will be advertised internally initially and externally if applicable.
 - (e) Promotions and transfers will be on the basis of demonstrated competencies and merit.
 - (f) An unsuccessful applicant will be consulted by management as to the reason for the decision.
- 8.2 Fixed Term Employees
 - (a) Any Employee employed directly by HCL on a Fixed-Term contract shall be paid the equivalent rates as a permanent Employee.

- (b) In the event that HCL indirectly engages a fixed term labour hire employee, they shall be eligible to request to be made a permanent HCL employee, after 12 months:
 - (i) HCL shall not dismiss a fixed term labour hire employee in order to avoid the rights of the employees under clause 8.2(b). Further it will not take any action (directly or indirectly) in relation to indirectly engaged employees that would seek to avoid compliance with the terms of this clause.
 - (ii) Nothing in clause 8.2(b)(i), prevents HCL from dismissing an employee, or ceasing the engagement of a fixed term labour hire employee, for genuine disciplinary matters including for performance or conduct, or for ending the engagement of a fixed term labour hire employee if HCL has no genuine further need for the employee to be engaged.

9. Part-Time Employment

- 9.1 An Employee may be engaged by the week on a part-time basis for a minimum of four consecutive hours. Part-Time Employees could work up to 35 hours per week on a regular basis.
 - (a) Transfer of existing Full-Time Employees to part-time work must only be on the request of the Employee, and such request must be in writing.
 - (b) HCL will provide the Employee a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.
- 9.2 All Part-Time Employees:
 - (a) Shall be paid the same hourly rate as permanent Employees for the class of work performed.
 - (b) Where, directed by HCL, to work in excess of their contracted hours, will be entitled to Overtime payments.
 - (c) Shall be entitled to receive all of the payments and benefits arising under this Agreement on a proportionate basis, with the exception First Aid Allowance and Meal Allowance which shall be payable in full.
 - (d) In circumstances where a part-time Employee has been working in full-time hours for a period of six months they may apply to their Manager to be made a Full-Time Employee. All appropriate vacancies will be advertised internally, in line with clause 8.1(a). Seniority will only be considered if all other things are equal.

10. Casual Employment

- 10.1 HCL intends and seeks to create permanent full-time or part time positions in an endeavour to increase job security for Employees, and retain training and skills in the enterprise. This is to:
 - (a) Enhance job security;
 - (b) Ensure a high standard of safety and health; and
 - (c) Encourage career development.
- 10.2 Direct, permanent engagement shall be the principle and preferred method of employment.
- 10.3 Where consistent with operational demands, HCL Casuals may be required.
- 10.4 The minimum rate of wages which shall be paid to a HCL Casual for work performed in ordinary time shall be a minimum rate higher by:
 - (a) twenty-five per centum than the appropriate ordinary hourly rate.

- 10.5 Work performed by a HCL Casual in or during Overtime, shall be paid for at the appropriate rate prescribed in clause 12 Wages and Appendix 1, plus the penalties prescribed in this Agreement for Overtime.
- 10.6 A HCL Casual shall not be entitled to any leave conditions prescribed by the Agreement except for Long Service leave which shall apply in accordance with the relevant act.
- 10.7 A HCL Casual shall be paid for a minimum of four hours for work on a normal Monday to Friday except for Public Holidays.
- 10.8 Whilst the parties acknowledge that the nature of the business requires utmost flexibility, HCL philosophy is to maintain and strengthen the contribution made by its Full-Time Employees and Part-Time Employees. It will employ HCL Casuals and Labour Hire Casuals only where short-term fluctuations of the business is such that HCL Casuals or Labour Hire Casuals are required to meet customer demands or some other problem must be addressed.
- 10.9 In normal circumstances HCL Casuals and Labour Hire Casuals hours will make up no more than 25% of the combined normal hours of its full time and part time staff (averaged over a four-week period). Should a particular issue require exceeding this figure HCL will consult with all Employees and their representatives to advise them of the issue and action to be taken.
- 10.10 The exception to clause 10.9, will be in instances due to business change (such as the institution of a new system, or the on boarding of a new principal) such a change will:
- (a) not operate for a period of greater than 3 months;
 - (b) result in HCL notifying the Employees of how many HCL Casual or Labour Hire Casuals are expected as part of the business change, ahead of such business change; and
 - (c) Where such change is instigated by HCL, the Union will be notified as soon as practicable. In the event that such change goes for a period of greater than 3 months HCL and the Union will meet to discuss the way forward for the utilisation of this clause.
- 10.11 Transfer of existing Full-Time Employees or Part-Time Employees to a HCL Casual must only be on the request of the Employee and such request must be in writing.
- 10.12 HCL will provide the Employee a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.
- 10.13 If at the end of six months the HCL Casual Employee remains in the employ of HCL, then the HCL Casual Employee will be offered permanent employment.
- 10.14 Labour Hire Casuals will be paid by HCL at the same wage rate as a HCL Casual as per clause 10.4. A Labour Hire Casual does not qualify for any other benefits associated with a HCL Casual but will be offered conversion to a HCL Casual after 6 months. If after conversion, at the end of a further six months as a HCL Casual the Employee remains in the employ of HCL, then the Casual Employee will be offered permanent employment in line with clause 10.13 above.
- 10.15 HCL shall not dismiss any Labour Hire Casual or HCL Casual in order to avoid the rights of the Employees under clause 10. Further it will not take any action (directly or indirectly) in relation to indirectly engaged Employees that would seek to avoid compliance with the terms of this clause.
- 10.16 Nothing in clause 10.15, prevents HCL from dismissing an Employee, or ceasing the engagement of a Labour Hire Casual, for genuine disciplinary matters

including for performance or conduct, or for ending the engagement of a casual if HCL has no genuine further need for the Employee to be engaged.

PART C – REMUNERATION

11. Classifications

11.1 The skills required in the workplace are broadly grouped under the following headings:

- (a) Receiving and responding to customer queries or orders.
- (b) Performing general clerical functions, including processing orders and processing credits. Operation of computer equipment.
- (c) Assembling, packing and shipping orders to customers.
- (d) Receiving and locating of stock including use of material handling equipment.

11.2 Employees working under these classifications will work in any or all of these areas to the extent of their training, skills, and qualifications.

11.3 Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as may be directed by HCL from time to time subject to the limits of their skills, competence, and training.
- (b) Any Employee may at any time carry out such duties and use such tools and equipment as may be directed by HCL provided that the Employee has been properly trained in the use of such tools and equipment.
- (c) Any direction given by HCL in accordance with any of the above shall be safe, legal logical and consistent with HCL's obligations under the *Work Health and Safety Act 2011*.
- (d) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 43 (Dispute Resolution Procedure) following prior consideration of the issue in accordance with the consultative mechanism in clause 42 (Consultation).

11.4 Classifications

- (a) Employees will be employed and paid according to the duties and appropriate pay rate for the work assigned to them as described in Appendix 2.
- (b) This structure utilises a competency-based approach to job classification (developed from the Australian Standards Framework).
- (c) Job titles and descriptions will be developed using this structure and these will incorporate performance criteria which will be the primary basis on which an Employee's performance will be reviewed with management.
- (d) Employees must be able to demonstrate the required level of competency before being appointed to a particular level.
- (e) Management shall determine levels appropriate to an Employee's competency with any disputed decision being referred firstly to the consultative process and to be dealt with in accordance with clause 43 (Dispute Resolution Procedure) for resolution.

11.5 Warehouse Employees

- (a) Positions will be given an appropriate job title and the competencies of that job will be matched against the relevant pay rate.

(b) Classifications and pay rates refer Appendix 1.

11.6 Work duties are detailed in Appendix 2 which also sets out performance standards for each task and would be performed by any Employee of HCL within the following guidelines.

(a) Warehouse Staff – include accurately and efficiently:

- (i) Receiving
- (ii) Storing
- (iii) Assembling
- (iv) Dispatch

12. Wages

It is agreed that the only increases to wages throughout the life of this Agreement shall be those set out in Appendix 1.

12.1 The relevant percentage increases will be paid to all Employees covered by this Agreement. No Employee's wage entitlement will be decreased as a result of the implementation of this Agreement.

12.2 Employees will be paid on Thursday at the prescribed rate for all time worked for the job completed up to and including the previous Sunday. This provision will only be implemented on the basis of the pay-slip being made available on Thursday and that satisfactory transition and error correction measures are agreed between the parties.

12.3 Any authorised absence with pay from work will be paid at the Employee's ordinary rate of pay.

12.4 Payment of wages will be on a fortnightly basis direct to the Employee's nominated bank (credit union etc) account. Where HCL and the majority of Employees concerned agree, an alternative method of paying wages may be introduced.

12.5 All bank and government charges associated with the payment of EFT shall be paid by HCL.

12.6 Hourly rates shall be calculated by dividing the appropriate weekly rate by thirty-eight.

13. Superannuation

13.1 Contributions

(a) HCL shall contribute on behalf of each eligible Employee, an amount specified in the Superannuation Guarantee (Administration) Act 1992 of the Employee's ordinary time earnings, In accordance with Federal legislation, Employees have the right to nominate an approved and complying superannuation fund of their choosing.

(b) Regular payment - HCL shall pay such contributions to the credit of each such Employee at least once each calendar month or in accordance with the requirements of the Approved Fund's Trust Deed.

(c) Should an Employee fail to nominate a fund, Equip Super shall be the default fund.

14. Higher Duties

14.1 Any Employee called upon to do work of a higher classification than that in which he/she is working, shall, if so employed for a least one-half hour and less than two hours, be paid the rate of pay for such classification for the time so employed. If so employed for two hours or more he or she shall be paid the rate for the higher classification for the whole day.

- 14.2 An Employee who on any day is required to perform work carrying a lower rate of pay shall suffer no reduction in their normal rate of pay during such period.
- 14.3 Any Employee covered by this Agreement who is asked to perform higher duties for roles not covered by this Agreement will be offered compensation (rate of pay) commensurate with the tasks and responsibilities undertaken. The offer will be made before commencement of any higher duties request and will be by agreement between HCL and the Employee with all conditions of the request documented and signed by both parties.
- 14.4 HCL will ensure that any Employee covered by this Agreement who will be performing higher duties for a role not covered by this Agreement will be provided with all requirements to ensure a safe working environment.
- 14.5 Work performed by Level 4 roles and above, will be offered to suitably qualified and trained permanent Employees prior to being offered to HCL Casuals or Labour Hire Casuals.

15. Clothing

- 15.1 This clause applies where the nature of the work performed by Employees necessitates the wearing of suitable industrial clothing, including dust coats, aprons and overalls.
- 15.2 Work Boots costs will be reimbursed to Employees on a wear and tear basis in accordance with Appendix 1 of this Agreement.
- 15.3 The wearing of uniforms that bear HCL logo is considered compulsory and uniforms are not to be defaced or damaged intentionally, such uniforms will be reissued to Employees on a reasonable wear and tear basis. HCL may take all reasonable steps to ensure that Employees adhere to this requirement.
- 15.4 HCL will permit Employees to seek reimbursement, up to the amount set out in Appendix 1 on a per annum basis, for the purchase of thermal tops/underwear in accordance with the following:
- (a) The Employee seeking reimbursement is allocated or required to work (by HCL Management) in the cold chain area for the majority of their work hours in a week; and
 - (b) The Employee seeking reimbursement has been employed by HCL for at least one month.

16. First Aid

- 16.1 An Employee holding an accredited qualification in first aid and appointed by HCL to perform first aid duties as and when required shall be paid an allowance, as outlined in Appendix 1, for each day on which he/she is appointed (up to a maximum of 5 days). Also an Employee with a current qualification as per the *Work Health and Safety Act 2011* may be appointed as the Fire and/or Safety Officer.
- 16.2 HCL shall pay the cost of an approved training course for these qualifications in addition to his/her wages.

17. Travelling Allowance

- 17.1 Wherever possible, HCL provided motor vehicles should be made available so that Employees' private vehicles are not used for HCL related travel. Where use of private vehicles cannot be avoided, the following should be noted.
- 17.2 Employees will be reimbursed for the use of their vehicle at the rate approved from time to time by the Australian Taxation Office.

- 17.3 Such reimbursements must be processed through the payroll system and included on Employees' income statements. Details of distance travelled, reason for the journey and the calculated amount claimed must be entered on a "Payroll Allowance Form" form, authorised by their manager.
- 17.4 If an Employee is required to travel directly to/from home to/from a location other than the Employee's normal place of employment, the distance reimbursed will be the shorter of-
- (a) The distance between home and the location, or
 - (b) The distance between place of employment and the location
 - (c) The Employee's supervisor is responsible for determining whether the Employee has adequate private motor vehicle insurance. In circumstances where Employee vehicles are damaged, HCL's insurance extends to cover private Employee vehicles, but excludes liability for any loss, damage or liability separately insured under any other policy of insurance. HCL's insurance also covers the loss of any no claim bonus or excess suffered by the Employee.

18. Cold Chain Allowance

A Level 3 or Level 4 Employee is eligible for a cold chain allowance up to the amount set out in Appendix 1 per week, calculated on a pro-rata basis, if their work requires for them to be in the coolroom for at least three hours in a shift, noting that HCL will not roster an employee in the coolroom with the intention of avoiding an Employee becoming eligible for this allowance.

19. Meal Allowance

- 19.1 An Employee called upon to work Overtime exceeding one hour on any day after a normal day's work shall, unless notified the previous day or earlier that he/she will be so required to work, receive a meal allowance as provided for in Appendix 1, or a meal supplied by HCL. All meal monies due will be paid through the payroll system.
- 19.2 For clarity, a meal allowance is not payable if the requirement to work Overtime was organised with the Employee at least a day before.
- 19.3 If the requirement for Overtime is cancelled at any time on the day on which it was meant to be worked, then the meal allowance is also cancelled. If however the requirement for Overtime is cancelled on the day it is meant to be worked and then later that same day reinstated, then the allowance is to be paid.

PART D – HOURS OF WORK

20. Hours of Work

- 20.1 The ordinary hours of work, subject to the exceptions herein provided, shall be an average of 38 hours per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding seven consecutive days;
 - (b) 76 hours within a work cycle not exceeding fourteen consecutive days;
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a period not exceeding 28 consecutive days.
- 20.2 The method of working shall be:
- (a) by fixing one week day on which all Employees will be off during a particular work cycle; or
 - (b) By rostering Employees off on various days of the week during a particular work cycle so that each Employee has one day off during that cycle.

- 20.3 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- 20.4 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of HCL between 6.00 am and 6.00 pm. Provided that the spread of hours may be altered, up to one hour forward or one hour back, by mutual agreement between HCL and the majority of Employees in the plant or section or sections concerned.
- 20.5 Prior to, work done prior to the spread of hours fixed in accordance with this subclause for which Overtime rates are payable, shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.
- 20.6 HCL and the majority of Employees in the plant or section or sections concerned, may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday to be taken off more frequently than would otherwise apply. (Not to exceed ten hours in any day).
- 20.7 The ordinary hours of work prescribed herein, shall not exceed ten hours in any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of HCL and the majority of Employees in the plant or section or sections concerned and the Union or relevant branch.
- 20.8 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Employees in the plant or establishment concerned. HCL, with the agreement of the majority of Employees concerned, may substitute the day an Employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in emergency situations.
- 20.9 An individual Employee, with the agreement of HCL, may substitute the day to be taken off for another day.
- 20.10 An Employee shall not be entitled to more than twelve such rostered days off in any twelve months period if they had during such twelve months period taken annual leave one day of which would have been a rostered day off.
- 20.11 Whereby virtue of the arrangement of his/her ordinary working hours, an Employee is entitled to a day off during his/her work cycle, such Employee shall be advised by HCL at least four weeks in advance of the weekday to be taken off.
- 20.12 Rest breaks and meal breaks shall be taken as follows:

Hours worked	Rest break	Meal break
Work 4 hours or less	No rest break	No meal break
Work more than 4 hours but less than 5 hours	One 10-minute paid rest break	No meal break
Work 5 hours	One 10-minute paid rest break	One 30-minute unpaid rest break
Work in excess of 5 hours	One 20-minute paid rest break	One 30-minute unpaid rest break

- (a) An Employee working a 5-hour shift may elect to forego their 30-minute unpaid meal break and thereby work and be paid for their 5 hour shift. Such arrangement shall not override the Employee's entitlement to a 10-minute paid rest pause.
- (b) Such shifts shall be inclusive of a rest period of twenty minutes.

- (c) The 30-minute unpaid meal breaks shall be arranged so that it is taken after a paid rest pause has been taken.
- (d) Crib time
An Employee working in continuous shifts must be allowed crib time of 20 minutes in each shift at such times as may be fixed by HCL so as not to interfere with the Employee's normal duties and such crib time must be counted as time worked.

21. Rostered days off

- 21.1 All Employees will work an average 38-hour week with a Rostered Day Off (**RDO**). An entitled RDO is to be taken by the Employee on the rostered day off as provided by HCL on a monthly basis. No Employee shall be entitled to an RDO directly before or after any public holiday or long weekend, unless in done so in accordance with clause 21.2.
- 21.2 An individual Employee, with the agreement of HCL, may substitute the day the Employee is to take off for another day.

22. Saturdays/Sundays/Public Holidays

- 22.1 Saturday Work
All Overtime work performed by Employees (other than shift workers) on a Saturday shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter.
- 22.2 Sunday Work
All work performed by Employees on a Sunday shall be paid for at the rate of double time.
- 22.3 Public Holidays
 - (a) All Employees on permanent Employees shall be entitled to all gazetted NSW public holidays.
 - (b) All work performed by permanent Employees on a gazetted public holiday shall be paid for at the rate of double time and a half (2.5x). All time worked on Easter Friday or Christmas Day shall be at triple time (3x).
 - (c) Substitution of public holidays by agreement at the enterprise: By agreement between HCL and the majority of Employees in a workplace. An alternative day may be taken as the public holiday instead of the day that would otherwise be the public holiday.
- 22.4 Minimum Hours
Employees other than those on shift work, required to work on Saturdays/Sundays or public holidays shall be paid for a minimum of four hours' work at the appropriate rate, or in the case of supply of urgent medicines as otherwise agreed between the Employee and HCL.

22.5 Rostered Day Off

- (a) Any Employee who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, by mutual agreement, be paid for that day seven hours thirty six minutes at ordinary rates or have an additional day added to his/her annual leave, or shall be allowed to take the day off on an alternative weekday.
- (b) In the event that an Employee is required to work on a rostered day off, he/she shall be paid at Overtime rates, or may, by mutual agreement, be allowed to take an alternative day off.

22.6 An Employee who works on afternoon shift will be paid an additional loading of 15% for the shift. For the purpose of the clause afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

22.7 In relation to Level 1 employees, who are engaged to work on a non-successive afternoon/night shift (being an afternoon or night shift which does not continue for at least five successive afternoons or nights) HCL will pay an employee engaged as such 150% of the minimum hourly rate for the shift.

23. Overtime/TOIL

23.1 (Refer clause 6 Definitions and clause 20 Hours) Overtime rates will apply to all time worked in excess of 8 hours per day or outside the ordinary hours span. Overtime is payable to full time, part time and HCL Casual Employees at the rate of time and a half for the first two hours and double time thereafter, provided that in the calculation of Overtime each day's work shall stand alone.

23.2 An Employee working Overtime shall be allowed a paid rest period of twenty minutes, with pay at the appropriate rate, after each four hours of Overtime worked.

23.3 An Employee recalled to work Overtime after leaving HCL's premises shall be paid for a minimum of four hours' work at the appropriate rate.

23.4 HCL may require an Employee to work reasonable Overtime at Overtime rates and such Employee shall work Overtime in accordance with such requirement.

23.5 The hourly rate, when computing Overtime shall be determined by dividing the appropriate weekly rate by 38.

23.6 Time Off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of HCL, to take time off in lieu of payment of Overtime at a time or times agreed with HCL within one (1) month of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the Overtime rate.
- (c) If, having elected to take time as leave in accordance with sub-clause 23.6(a) above, the leave is not taken for whatever reason, payment for time accrued at Overtime rates shall be made at the expiry of the one (1) month period or on termination.
- (d) Where no election is made in accordance with sub-clause 23.6(a), the Employee shall be paid Overtime rates in accordance with the Agreement.

23.7 Where Overtime is required to be worked, Overtime shall be offered in the first instance to permanent Employees of HCL who have the necessary skills, qualifications, and training records to complete the tasks required for the Overtime. Preference will be given to those staff that are willing to perform Overtime during the week (i.e. Monday to Friday).

PART E – LEAVE

24. Annual Leave

24.1 Permanent Employees are entitled to four weeks (twenty working days) paid annual leave which shall accrue in accordance with the NES. Payment for annual leave shall be in the same manner as if the Employee had been at work. Wherever possible leave will be scheduled to meet the needs of the business and the preferences of the Employee. One month's notice prior to taking leave should be given. Changes to this due to unusual situations or circumstances will be allowed on approval from management. Annual leave may be taken in hours. HCL will not unreasonably refuse the application for leave for Employees.

24.2 An Employee has the option with agreement from HCL to cash out up to a maximum of 2 weeks of accrued leave per annum. The terms require that:

- (a) any paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between HCL and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

24.3 Leave Loading

- (a) Each Employee before going on leave shall be paid their wages at the rate prescribed by this Agreement for the occupation in which the Employee was ordinarily employed immediately prior to the commencement of their leave.
- (b) In addition to the above payment prescribed by sub-clause 24.2(a) each Employee shall be paid a loading of 17.5% calculated on the rates prescribed by the appropriate wages clauses in this Agreement. The loading prescribed by this sub-clause shall apply to proportionate leave on termination.

24.4 Where a Public Holiday falls during an Employee's leave, an additional day shall be added to the Employees leave.

24.5 Excessive leave

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

- (a) at the time the direction is given:
 - (i) if the Employee is an Employee of HCL at the time that this Agreement is made, has 12 weeks or more of annual leave accrued; or
 - (ii) if the Employee is an Employee of HCL after the time that this Agreement is made, has 8 weeks or more of annual leave accrued.
- (b) the amount of annual leave the Employee is directed to take is less than or equal to a third of the amount of leave accrued.

- 24.6 Paid leave in advance of accrued entitlement
By agreement between HCL and an Employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued HCL may make a corresponding deduction from any money due to the Employee on termination.
- 24.7 Proportionate leave on termination
On termination of employment, an Employee must be paid for annual leave accrued that has not been taken at the appropriate wage.
- 24.8 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.

25. Additional Holiday

- 25.1 The second Tuesday in April shall be observed as an additional holiday to be allowed pursuant to sub-clause 22.3(a). Full-Time Employees and Part-Time Employees shall be entitled to an additional day of leave in lieu of the additional holiday at a time mutually agreed between the Employee and HCL, subject to clause 25.2.
- 25.2 No Employee shall be entitled to more than one day of such leave in any twelve-month period, calculated from the anniversary of the commencement date of employment of such Employee with HCL.

26. Public holidays

- 26.1 The public holidays recognised under this Agreement are:
- (a) 1 January (New Year's Day);
 - (b) 26 January (Australia Day);
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday
 - (f) Easter Monday;
 - (g) 25 April (Anzac Day);
 - (h) the Monarch's birthday holiday on the day on which it is celebrated in NSW;
 - (i) Labour Day;
 - (j) 25 December (Christmas Day); and
 - (k) 26 December (Boxing Day).
- 26.2 Any other day which is declared under a law of NSW to be observed generally as a public holiday in NSW. In accordance with the NES, if under NSW law a day which would otherwise be a public holiday under clause 26 is substituted for a different day, then the substitute day is the public holiday for the purpose of this Agreement. Team members who are rostered to work on a public holiday shall work, unless a roster change is agreed to.
- 26.3 Employees who work on a Public Holiday shall receive ordinary rate plus time and a half in lieu of all other rates and allowances except for Christmas day and Easter Friday for which they shall receive ordinary rate plus double time in lieu of all other rates and allowances.

- 26.4 Where an Employees works on a public holiday, the team member and HCL may agree that the team member instead be paid at time and a half (which equals ordinary rate plus 50%) in lieu of all other rates and allowances, with 7.6 hours to be allocated to the RDO bank. When a Public Holiday falls on a day that a team member is not rostered to work the team member will be paid their ordinary rate of pay.
- 26.5 Employees who are rostered on a Public Holiday and are sick, shall be required to provide proof of illness. On production of an accepted proof of illness (e.g. Medical Certificate) they shall receive their ordinary rate of pay
- 26.6 The Employee and HCL may agree with 7 days' notice that where an Employee performs work on a public holiday, they will be paid for hours worked at time and a half (which equals ordinary rate plus 50%) and also have eight hours allocated to their public holiday in lieu bank.
- 26.7 The Employee and HCL may agree seven days in advance to work ordinary hours on a public holiday and have an alternative day off in lieu of penalty payments for the public holiday worked.

27. Personal leave

- 27.1 An Employee may take paid personal/carer's leave if the leave is taken.
- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's **immediate family** (spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee or of a spouse or de facto partner of an Employee), or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 27.2 Permanent Employees shall be entitled to 10 days paid personal leave for each year of service, on a pro rata basis.
- 27.3 Personal leave is calculated according to the Employee's ordinary hours of work and accumulates from year to year. Any unused personal leave accumulates from year to year, but shall not be an entitlement at termination of employment.
- 27.4 Employees shall, at least one hour before the commencement of normal start time or in exceptional circumstances, as soon as possible thereafter, inform their supervisor and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- 27.5 Employees who fail to notify their supervisor of their inability to attend work, in accordance with sub-clause 27.4 shall be counselled in accordance with the discipline policy specified in clause 44 (Discipline Policy) of this Agreement and will be required to produce satisfactory evidence, i.e. a medical certificate or statutory declaration. An Employee who fails to produce such evidence will not be entitled to payment for the period of absence.

- 27.6 Entitlement to personal leave is subject to the Employee producing or forwarding within 48 hours of the commencement of such absence, evidence satisfactory to HCL that his/her non-attendance was due to personal ill health or accident necessitating such absence. Such evidence will be by medical certificate or statutory declaration. The entitlement to paid personal leave shall be at the rates contained in this agreement for the occupation in which the Employee is employed. Notwithstanding the proviso in the above sub-clause requiring Employees to produce satisfactory evidence of ill health or accident, Employees shall be allowed a maximum of two separate days personal leave, without production of evidence, which shall not be consecutive ordinary working days, in the first year of service and a maximum of three days in the second and subsequent years of service. Provided that these days are not immediately before or after weekends, RDO's or public holidays.
- 27.7 Employees whose behaviour is unsatisfactory in relation to the use of personal leave will be counselled and given adequate time to demonstrate improvement. Medical certificates must be produced for any sick day taken during the agreed improvement period. Failure to produce such evidence will imply that the Employee shall not be entitled to payment for the period of absence. If at the end of this period, the Employee shows no improvement in the opinion of management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of management to summarily dismiss an Employee for serious and wilful misconduct.
- 27.8 Employees may access personal leave entitlements in hours.
- 27.9 The carer's leave provisions of the NES shall apply to all Employees. Paid carer's leave, accessible only by permanent Employees, may be taken to care for a member of the Employee's immediate family or household who requires the Employee's care because of his or her illness or injury or because of an unexpected emergency affecting him or her. Use of accrued personal leave as carer's leave is limited to 10 days in a 12-month period. Entitlement to paid carer's leave is subject to the Employee producing or forwarding within 48 hours of the commencement of such absence, evidence satisfactory to HCL that his/her non-attendance was due to personal ill health or accident necessitating such absence. Such evidence will be by medical certificate or statutory declaration.
- 27.10 The unpaid carer's leave provisions of the NES shall apply to permanent Employees and HCL Casuals. Unpaid carer's leave may be taken in circumstances where the Employee requires the leave as per sub-clause 27.1 but has exhausted his or her entitlement. The exhaustion of the entitlement may have occurred either because of the 10-day limitation or because the Employee has no accrued personal leave left. In these circumstances the Employee may take 2 days unpaid carer's leave on each occasion.

28. Long Service Leave

Entitlement to long service leave shall be in accordance with the NSW *Long Service Leave Act 1955* as amended from time to time.

29. Discretionary Leave (Full-Time Employees and Part-Time Employees)

In circumstances where genuine and hardship arises an Employee may apply for leave from HCL. Such leave may be granted with or without pay depending on circumstances.

30. Compassionate Leave/ Bereavement Leave (Full-Time Employees and Part-Time Employees)

30.1 An Employee is entitled to two days compassionate leave for each occasion and on production of satisfactory evidence when a member of the Employee's immediate family (spouse, defacto partner, child, parent, grandparent, grandchild or sibling of the Employee or of a spouse or de facto partner of an Employee), or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life.

30.2 A permanent Employee shall be entitled to a maximum of three days' leave (24 ordinary hours) without loss of pay on each occasion and on production of satisfactory evidence within eight weeks of the death of a member of the Employee's immediate family or household. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother. Provided this clause shall have no application where it coincides with any other period of leave.

31. Parental Leave

31.1 Parental leave, for permanent and HCL Casual Employees, shall be in accordance with the Act, Parental leave provisions shall be as prescribed by the relevant legislation as varied from time to time.

31.2 In addition to the Government-funded paid parental leave scheme, permanent Employees are entitled to the equivalent of 12 weeks ordinary pay whilst on unpaid parental leave and the equivalent of 2 weeks ordinary pay whilst on unpaid partner leave provided that they have completed 12 months continuous service with HCL immediately preceding the date upon which the leave commences. Permanent Employees shall be paid for this period of maternity or paternity leave at their ordinary time rate of pay.

32. Community Service

32.1 Community Service Leave shall be available to eligible Employees in accordance with the NES.

32.2 Community service includes Army service and voluntary emergency management activities (see s659 of the Act) and any other services prescribed by the Regulations.

32.3 An Employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by HCL an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. Provided that the total amount received by the Employee does not exceed that which he/she would have normally received.

32.4 An Employee shall notify management as soon as possible of the date upon which he/she is required to attend for jury service and HCL shall provide the Employee with time off to attend.

32.5 Further, the Employee shall give HCL proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

32.6 For any Employee required to attend jury service for a period in excess of 2 weeks HCL will provide the option for the Employee to be paid his/her normal earnings for the duration of the Employee's involvement in a jury service requirement.

PART F – OTHER CONDITIONS

33. No Extra Claims

It is a term of this Agreement that HCL, the Union and the Employees undertake not to pursue any extra claims in relation to the terms and conditions of employment of persons bound by this Agreement during the life of this Agreement.

34. Training

34.1 HCL undertakes to provide all Employees with appropriate training to ensure they are able to perform their jobs satisfactorily. Such training will be in line with competency standards established in clause 11 (Classifications). (refer also Appendices 2).

34.2 HCL at its discretion is also prepared to provide training for those Employees who express the desire to accept additional job responsibilities or learn new skills which are related to their current or future job functions.

35. Termination of Employment (Full-Time Employees and Part-Time Employees)

35.1 Termination of employment (Full-Time Employees and Part-Time Employees)
Permanent Employees' engagement shall be terminable by notice in writing on either side, or by payment or forfeiture of wages in lieu thereof in line with the schedule set out hereunder. Such notice shall not include annual leave entitlements.

(a) Notice of Termination by HCL

In order to terminate the employment of an Employee, HCL shall give to the Employee the following notice:

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

(b) In addition to the notice in sub-clause 35.1(a), Employees over 45 years of age at the time of the giving of 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 prescribed in sub-clause 35.1(a) 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) In calculating any payment in lieu of notice the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

(e) 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 a HCL Casual or Employees engaged for a specific period of time or for a specific task or tasks.

(f) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 24 (Annual Leave).

35.2 Notice of Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be the same as that required of HCL, save and except that there shall be no additional notice based on the age of the Employee concerned.
- (b) Subject to financial obligations imposed on HCL by any Act, if an Employee fails to give notice, HCL shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (c) Provided that, HCL and the Employee may agree to any lesser period of notice.

35.3 Time off during Notice Period

Where HCL has given notice of termination to an Employee, the 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 HCL.

35.4 Statement of Employment

HCL 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 his or her employment and the classification of or the type of work performed by the Employee.

35.5 Instant or Summary Dismissal

Notwithstanding the provisions or sub-clauses 35.1 - 35.4 HCL shall have the right to dismiss any Employee without notice for conduct that justifies instant dismissal, in line with the NES, and including neglect of duty, dishonesty, serious misconduct or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only. In this event, the provisions of sub-clause 36 will not apply.

36. Introduction of Change

36.1 Notification of Intended Changes

- (a) Where HCL has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, HCL shall as soon as practicable notify the Employees who may be affected by the proposed changes and their Union.
- (b) **Significant Effects**, include termination of employment; major changes in the composition, operation or size of HCL's workforce or in the skills required; the elimination or diminution of job tenure; alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement enables variation of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

36.2 Consultation with Employees and their Union

- (a) HCL shall discuss with the Employees affected and their Union, among other things, the introduction of the changes referred to in sub-clause 36.1, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or their Union in relation to the changes.

- (b) The discussions shall commence as early as practicable after a definite decision has been made by HCL to make the changes referred to in sub-clause 36.1.
 - (c) For the purposes of such discussion, HCL shall provide in writing to the Employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that HCL shall not be required to disclose confidential information disclosure of which, which looked at objectively, would be against HCL's interests.
- 36.3 Consultation about changes to rosters or hours of work
- (a) Where HCL proposes to change an Employee's regular roster or ordinary hours of work, HCL must consult with the Employee or Employees affected and the Union if the Employee requests about the proposed change.
 - (b) HCL must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
 - (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
 - (d) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

37. Redundancy

37.1 Definition:

- (a) **Redundant Employee**, means an Employee whose employment is terminated as a result of his/her position being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of HCL's operations or by amalgamation of HCL's operation with the operation of another company or resulting from a decrease in business activity.
- (b) An Employee's position shall not be deemed to be redundant and the Employee shall not be retrenched if:
 - (i) immediately prior to termination he/she is employed on a HCL Casual and/or fixed rostered shifts or an 'On Call' basis, fixed-term basis.
 - (ii) he/she has voluntarily retired under the provisions of a pension or superannuation scheme.
 - (iii) he/she is offered suitable alternative employment within HCL and within reasonable distance of the Employees' normal residence.
 - (iv) the closure is attributable to war, earthquake, civil disturbance, strike, stoppage or other industrial action.

37.2 Compensation

When an Employee is made redundant in terms of sub-clause 37.1 above, redundancy compensation shall consist of a notice period in terms of clause 35.1(a) in addition to severance pay as provided for in sub-clause 37.4, with payment calculated on the Employee's normal pay rate less any compulsory superannuation component.

37.3 Discussions Before Termination

- (a) Where HCL has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and the decision may lead to termination of employment, HCL shall hold discussions with the Employees directly affected and with the Employee's Union representatives.
- (b) The discussions shall take place as soon as is practicable after HCL has made a definite decision which will invoke the provisions of sub-clause 37.3(a) and shall cover any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- (c) For the purposes of the discussion HCL shall as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Provided that HCL shall not be required to disclose confidential information the disclosure of which would be inimical to HCL's interests.
- (e) **Transfer to Lower Paid Duties**
Where an Employee is transferred to lower paid duties for reasons set out in subclause 37.3(a) the Employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment has been terminated, and HCL may at HCL's option, make payment in lieu thereof of any amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

37.4 Severance Pay

- (a) In addition to the period of notice prescribed in sub-clause 35.1(a), an Employee in the employment of HCL on a full time or part time basis as at the 01 July 2018 whose employment is terminated for reasons set out in sub-clause 37.3(a) shall be entitled to an amount of severance pay calculated on the basis of three weeks' pay for each completed year plus 0.25 of a week for each month of a part year to a maximum of 75 weeks except that there will be a minimum payment of 4 weeks. A retrenched Employee older than 45 years of age shall receive an additional two (2) week's pay.
- (b) All new Employees that are employed by HCL after the 01 July 2018 shall be entitled to the amount of severance pay as calculated above except that this will be up to a maximum of 52 weeks.

37.5 Employee Leaving During Notice

An Employee whose employment is terminated for reasons set out in sub-clause 37.3(a) may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with HCL until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

37.6 Alternative Employment

HCL, in a particular redundancy case, may make application to the FWC to have the general severance pay prescription varied if HCL obtains acceptable employment for an Employee.

37.7 Time off During Notice Period

- (a) During the period of notice of termination given by HCL 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.
- (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 HCL, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

38. Transfers

Employees who are covered by this Agreement will be entitled to apply for transfer between warehouses subject to mutual agreement with management and availability of suitable positions at the time.

39. Flu Vac

The Employees shall be entitled to flu vaccination if they elect to do so. The flu vaccination will be sponsored by HCL once per annum and be administered at the site on a specified day. HCL will reimburse those who are not available on that day if they visit their doctor.

40. Safety

40.1 Employees are expected to follow and comply with all safety procedures including the use of any appropriate safety equipment, report hazardous conditions and practices to their immediate team leader or supervisor and to make reasonable and practical suggestions to improve Work Health and Safety at their site. This includes adherence to policies with respect to avoiding drugs and alcohol at work.

40.2 The continued or deliberate breach of any Work Health and Safety policies and procedures must be addressed through formal disciplinary procedures, which can result in termination of employment.

40.3 Work Health and Safety

- (a) The Employees and HCL agree that Work Health and Safety is an issue of importance which should be dealt with in a proactive manner.
- (b) All Employees are required to maintain a clean working environment in line with agreed competency standards.
- (c) All Employees must take reasonable care when working. If a staff member is negligent and creates a risk of damage or harm to people, property or to HCL's business of a serious nature, this action may result in a formal warning or summary dismissal.
- (d) All Employees within warehouses will comply with HCL's forklift and traffic management policy.
- (e) Forklift operators have a responsibility to conduct daily pre-start checks to ensure the regular maintenance of the machine that they are operating.

40.4 Safety Footwear

An allowance equal to the value of the purchase of a pair of safety footwear will be paid to an Employee, who is required to, wear safety footwear, on production of the purchase receipt. This amount will be adjusted annually (as per Appendix 1). Subsequent to the Employee claiming the allowance it will be incumbent upon him/her to wear the safety footwear whilst at work. Amounts to be reimbursed on a wear and tear basis.

41. Transmission of Business

41.1 Definitions

In this clause:

- (a) **Business**, includes trade, any work process the performance of which is within the scope of this enterprise agreement, occupation, undertaking or establishment and includes any part thereof.
- (b) **transmission** and **transmitted**, include transfer, conveyance, contracting out, assignment, or succession whether by agreement or by operation of law.
- (c) **successor** and **transfer of business**, have the same meaning as is ascribed to those words by the Act.
- (d) **acceptable alternative employment**, shall mean an offer of employment that provides wages and conditions not inferior to those currently received by the Employee.
- (e) **another party**, shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

41.2 Transmission of business or work

- (a) Where HCL makes a definite decision to transmit some or all of the business covered by the scope of this Agreement to another party, HCL will notify the Employees who may be affected by the proposed changes and their Union representatives.
- (b) As soon as practicable after the decision has been made to transmit such business, and not less than 4 weeks before the proposed transmission is to take place will advise the affected Employees and the relevant unions about the likely effects of its decision on those Employees
- (c) At the same time as the discussions referred to in sub-clause 41.2(a) above, the parties shall commence discussions regarding the proposed transmission of business including discussing the following:
 - (i) the reasons for the proposed transmission of business;
 - (ii) any available alternatives to such transmission of business;
 - (iii) measures to avoid or minimise the effects on the Employees of the transmission of business including the availability of acceptable alternative employment with either HCL or the transmittee of the business.
- (d) If HCL has determined to proceed with the transmission of business, then HCL shall:

- (i) make it a condition of any contract that it enters into with any other party with respect to the transmission of such business, that any HCL persons to be transferred to be employed or otherwise engaged by the transmittee to perform the work that is the subject of the transmission of business shall be employed or engaged in accordance with the terms of this Agreement and that this Agreement shall apply to any successor, assignee or transmittee of any or all of the business that is covered by this Agreement whether such work is to be performed wholly or partially on HCL's premises or upon any other premises.
- (ii) make it a condition of any contract that it enters into with another party with respect to the transmission of business that the transferred HCL Employee is to be offered acceptable alternative employment by the transmittee in an equivalent position in which the work that is the subject of the transmission of business is performed.

41.3 Ongoing Employment

Where HCL obtains acceptable alternative employment for the Employee, the Employee shall not be entitled to redundancy pay.

PART G - COMMUNICATION

42. Consultation – Consultative Mechanism

42.1 The Employees and the Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise.

42.2 Measures raised by HCL, Employees or union designed to increase the efficiency, productivity and international competitiveness of the industry and the enterprise and to enhance the career opportunities and job security of Employees.

43. Dispute Resolution

43.1 Dispute Resolution Procedure

- (a) The parties to the Agreement shall observe the following Grievance and Disputes Procedure about matters arising under this Agreement or the NES under the Act.
- (b) The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

Step 1	The matter is to be discussed between the Employee(s) and the supervisor or manager involved. If the matter remains unresolved follow Step 2.
Step 2	The matter is to be discussed between the Employee(s) (and the Union delegate if requested by either party) and the department manager involved. If the matter remains unresolved follow Step 3.
Step 3	The matter is to be discussed between the Employee(s), the Union delegate, if requested, the department manager and the Supervisor. If the matter remains unresolved follow Step 4.
Step 4	The matter is to be discussed between the Operations Manager, the general manager, supervisor Union delegate, if requested and the Union Official if requested. If the matter remains unresolved follow Step 6. Where it is agreed by the parties, Steps 1-5 above may be conducted concurrently.

Step 5	Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to FWC for assistance. FWC shall first attempt to resolve the dispute by conciliation. However, where conciliation fails the FWC shall arbitrate in relation to the dispute and the parties will abide by FWC arbitrated decision notwithstanding either parties right of appeal under the Act.
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- (c) While the parties are trying to resolve the dispute using the procedures in this term the Status Quo shall remain and work shall proceed normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (d) In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoiding any stoppages of work, bans or limitations while the procedures of negotiation and conciliation (and where applicable, arbitration) are being followed. Where a dispute concerns a proposed change to work practices, the status quo existing prior to the dispute shall continue while this procedure is being observed.
- (e) HCL shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established practices at the workplace. Further, where the issue does involve a bona fide safety issue, the Employees and HCL shall co-operate to ensure that:
 - (i) All Employees are effectively isolated from the safety risk and the normal operations at the site will continue in all other areas or tasks while the issue is resolved:
 - (ii) That all reasonable steps are taken to correct the safety issue;
 - (iii) That the parties shall confer as soon as possible about the safety issue in accordance with the above disputes procedure which will include the observance of the steps under subclause 2.
- (f) Notwithstanding anything set out above an Employee may personally process an individual grievance in accordance with these procedures. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute. This may include the Union.

44. Discipline Policy

44.1 The following sequence of events for disciplinary procedures are to be used as a guide only. In each case the member must be given the opportunity to improve in order to correct behaviour and conform to HCL policies and procedures.

Step 1	Verbal counselling by a Supervisor in the presence of the Employee's representative, who may be a Union Delegate, a diary entry to be raised also making reference to the date of the incident and a review date to be set.
Step 2	First written warning issued by management in the presence of the Employee's representative who may be a Union Delegate, and a further review date set.
Step 3	Second written warning issued as above, and possibility of termination of employment discussed.

Step 4	Employee to show cause of why his/her employment should be continued.
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44.2 Summary Dismissal

Employees found guilty of serious misconduct may be terminated immediately without the preliminary steps of oral or written warnings, however, they need to be proven. Each warning letter is to remain active on an Employee's personnel file for a period of nine months in respect of a verbal and first written warning. In respect of the second written warning or subsequent action then this is to remain active for twelve months from the time that it was issued. A review of each warning will occur within 6 months.

45. Flexibility

45.1 HCL and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the Employee's circumstances are that they are a parent or carer and the change in working arrangements would assist them in their parental or carer's responsibilities;
- (b) the Agreement deals with arrangements about when work is performed and penalty rates;
- (c) the arrangement meets the genuine needs of HCL and Employee in relation to the matters mentioned above;
- (d) the Employee has had the opportunity to consult with their representative; and
- (e) the arrangement is genuinely agreed to by HCL and Employee and not under duress or coercion.

45.2 HCL 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;
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- (d) are not made a condition of engagement.

45.3 HCL must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of HCL and Employee; and
- (c) is signed by HCL and the 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 enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

- 45.4 HCL must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 45.5 HCL 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 HCL and Employee agree in writing at any time.

46. Drugs and Alcohol

- 46.1 The consumption of alcohol or other drugs (excepting medication prescribed for an Employee by a registered medical practitioner) during working time (including during meal and other breaks) is an unacceptable safety risk and is not permitted. HCL commits to implement a drug and alcohol program in consultation with all Employees, their representatives if any and the Union during the life of this agreement. This procedure will be based on a rehabilitation first process except in the case of a workplace accident.
- 46.2 HCL may require an Employee to undergo drug and alcohol testing if the Employee has been involved in an accident involving actual or serious risk of, loss of life or injury to any person, or damage to property including equipment.

47. Union Matters

47.1 Payroll Deductions

HCL upon authorisation will deduct Union membership fees, as levied by the Union, in accordance with its rules, from the pay of Employees who are members of the Union. HCL will send the Union fees, together with all necessary information, to enable the reconciliation and crediting of subscription to members' accounts to the appropriate Union on a monthly basis.

47.2 Delegate Rights

- (a) HCL recognises the Union delegate(s) who are elected by the Employees as the on-site representatives of the Union, and whose names have been forwarded in writing to HCL by the appropriate Union.
- (b) Delegates' on-site business
Delegates of the Union will be allowed, such paid time as is necessary to conduct legitimate on-site Union business with Employees, HCL or HCL's representative. Delegates shall have reasonable access to resources to perform their role, including access to a private meeting room and telephone. Access to email will also be provided as long as its use is responsible and for reasonable Union purposes only. A specific computer will be allocated for this purpose.
- (c) Wherever possible, this on-site business shall be conducted at times that are suitable to the relevant manager/supervisor and delegate(s).
- (d) Taking into account, 47.2(c), the Union will be provided with up to 4 hours per annum to meet with its members, noting that any such meeting will be no longer than 30 minutes, unless mutually agreed between the Union and HCL.
- (e) The Union or its delegates will be given adequate paid time to meet with new Employees and labour hire casuals for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of such persons.

47.3 Trade Union Training Leave

- (a) HCL will allow Delegates to attend up to five (5) days per calendar year trade Union training and will pay the Employees normal base wage 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 HCL making arrangements to release the Employees, the Union will provide a minimum of fourteen (14) days written notice of the training program. Should there be a particular difficulty releasing the Employee, HCL will consult with the Union to select a more suitable alternative time.
- (c) Leave of absence granted pursuant to this clause, shall count as service for all purposes.
- (d) Each Employee on leave approved in accordance with this clause, shall be paid at their ordinary rate of pay.

48. Domestic Violence Leave

Eligible Employees who are experiencing family and domestic violence may access domestic violence leave in accordance with the NES.

49. Transition to Retirement

49.1 An Employee may advise HCL in writing of their intention to retire within the next three years and participate in a retirement transition arrangement.

49.2 Transition to retirement arrangements may be proposed. HCL will provide details of the proposal for the Employee's consideration, including any relevant information (including indicative changes to pay) about the implication of the proposal. The Employee will be given a reasonable opportunity to consider the proposal and seek advice.

49.3 Transition to retirement arrangements where agreed, will be implemented in writing between the parties.

49.4 A transition to retirement arrangement may include by agreement, but is not limited to:

- (a) A reduction in EFT/alteration of working hours;
- (b) A job share arrangement where appropriate; and/or
- (c) Working in a position at a lower classification or rate of pay.

49.5 HCL will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement within the next three years:

- (a) To use accrued Long Service Leave (**LSL**) for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
- (b) Be appointed to a role at a lower hourly rate of pay, hours or responsibility (post transition role) in which case:
 - (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours are exhausted. Preservation of LSL will only be available to Employees who have permanently held the pre-transition role for a continuous period of two (2) years or more.
 - (ii) However, if the Employee's hourly wage rate in the post transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.


50. Declaration and Signatories

This Agreement has been negotiated through extensive consultation between management, Employees and the Union. The content of the Agreement has been canvassed widely with affected Employees. All parties are entering into this Agreement with full knowledge of the content and effect of the document.

Signed for and on behalf of Healthcare Supply Partners Pty Ltd by:

Name:	Barry Munnik	
Address:	7 Dolerite Way, Pemulwuy	
Date:	21st November 2024	
Signature:	Barry Munnik	Digitally signed by Barry Munnik Date: 2024.11.21 16:00:34 +11'00'
	The above person is authorised to sign the Enterprise Agreement on behalf of Healthcare Supply Partners Pty Ltd for the following reason/s:	
	He is the General Manager of Healthcare Logistics	

Signed for and on behalf of the United Workers Union as a bargaining representative:

Name:	LAKISSA HARRISON	
Address:	833 BOURKE ST, DOCKLANDS VIC 3008.	
Date:	21/12/2024.	
Signature:		
	The above person is authorised to sign the Enterprise Agreement on behalf of the United Workers Union for the following reason/s:	
	She is the Secretary of the United Workers Union. The United Workers Union where bargaining representatives Negotiated the agreement on behalf of HCL Employees who are members of the United Workers Union.	

PART H – APPENDICES

Appendix 1 – Warehouse Pay Scales (38 hour week Full- Time Employee) and Allowances

Wages and Allowances				
	Current	30/09/24*	01/07/2025*	01/07/2026*
Wages				
Increases		4.10%	3%	3%
Level 1	\$27.83	\$28.97	\$29.84	\$30.74
Level 2	\$32.76	\$34.10	\$35.13	\$36.18
Level 3	\$33.39	\$34.76	\$35.80	\$36.88
Level 4	\$36.17	\$37.65	\$38.78	\$39.95
Level 5	\$37.58	\$39.12	\$40.29	\$41.50
Level 6	\$39.08	\$40.68	\$41.90	\$43.16
Allowances				
First Aid Allowance	\$4.73	\$4.92	\$5.07	\$5.22
Meal Allowance	\$20.15	\$20.98	\$21.61	\$22.25
Safety Footwear	\$143.10	\$148.97	\$153.44	\$158.04
Cold Work Allowance	N/A	\$12.00	\$12.36	\$12.73
Thermal Clothing Reimbursement	N/A	\$110.00	\$113.30	\$116.70

*Payable from the first full pay period on or after the date specified.

All current Employees will maintain their rates.

Levels 1, 2, 3 are for new Employees only.

The 01 July 2025 rate increase is subject to the following condition. If the Consumer Price Index for All Groups (Weighted Average of Eight Capital Cities) as published by the Australian Bureau of Statistics, for the March Quarter 2025 for the preceding 12 months, is higher than 3% (**Increase**), then the wage increase shall be the Increase plus up to a maximum of 0.5% beyond the Increase.

The 01 July 2026 rate increase is subject to the following condition. If the Consumer Price Index for All Groups (Weighted Average of Eight Capital Cities) as published by the Australian Bureau of Statistics, for the March Quarter 2026 for the preceding 12 months, is higher than 3% (**Increase**), then the wage increase shall be the Increase plus up to a maximum of 0.2% beyond the Increase.

Appendix 2 – Pay Rates/Classifications

What are Pay Rates?

Pay Rate refers to Australian Standards Framework. The ASF is a nationally agreed structure of eight levels of educational qualifications and eight levels of competency. The framework provides a link between the workplace and the vocational education system.

The ASF was developed by the Australian National Training Authority. The use of the standards framework has been adopted by the majority of industry training councils in consultation with relevant unions.

How Pay Rates are used to group competencies

The table below demonstrates the progression of autonomy, supervision, tasks and skills from related to the Pay Rates from Pay Rate 1 through to Pay Rate 5.

The ASF was developed by the Australian National Training Authority. The use of the standards framework has been adopted by the majority of industry training councils in consultation with relevant unions.

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	(Assessed competent in four positions from pay level 2)	(Management appointment. If all things are equal the seniority applies).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	
Constant Supervision	Receiving, picking and despatching, returns of stock into and from warehouse	Receiving, picking and despatching, returns of stock into and from warehouse	In addition to the duties performed by a Level 3 Employee, a Level 4 Employee will perform the following indicative tasks	Receiving, picking and despatching, returns of stock into and from warehouse	Receiving, picking and despatching, returns of stock into and from warehouse
Narrow range of tasks	Use of pick to light, pick to voice and RF scanning devices	Use of pick to light, pick to voice and RF scanning devices	Higher Warehouse Administration duties as selected by the company to perform these tasks and with appropriate training - Confirming orders, consigning, checking and recording orders, releasing orders, system stock queries, system order queries.	Use of pick to light, pick to voice and RF scanning devices	Use of pick to light, pick to voice and RF scanning devices
Established routines, methods and procedures	GMP and Quality	GMP and Quality	Liaison with internal customers - Attending meeting, providing operational or system data/information, and responding to queries with the following internal customers; Client Services, Finance, Key Account Management and Quality Team.	GMP and Quality	GMP and Quality
GMP and Quality		Quality control systems operation	Dangerous Goods Consigning	Quality control systems operation	Quality control systems operation
Packaging, Kitting, co-packing, assembling, bagging of stock items in	Stock Counting	Stock Counting	Forklift Operation (Turret Truck / LO Licence)	Stock Counting and control	Stock Counting and control

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	(Assessed competent in four positions from pay level 2)	(Management appointment. If all things are equal the seniority applies).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	
accordance with the specific product requirement, SOPs and batch packaging documents					
GMP	Responsible for warehouse housekeeping of work area	Responsible for warehouse housekeeping of work area	Working in the Clinical Trials area – Does not require MHE qualifications, but requires working across all other warehouse activities i.e. receiving, put-away, picking/packing, despatch and inventory control.	Responsible for warehouse housekeeping of work area	Responsible for warehouse housekeeping of work area
Housekeeping of work area	Use of non-licensed and licensed material handling equipment	Use of non-licensed and licensed material handling equipment	Principles and responsibilities for OHSE&W	Use of non-licensed and licensed material handling equipment	Use of non-licensed and licensed material handling equipment
Use of non-licensed material handling equipment	Basic computer operation associated with the above roles	Basic computer operation associated with the above roles	Other duties as required	Computer operation associated with the above roles	Computer operation associated with the above roles
Basic computer operation associated with above tasks	Administration duties associated with the above roles	Warehouse Administration duties associated with the above roles (Confirming orders, consigning, checking and recording orders)		Administration duties associated with the above roles	Administration duties associated with the above roles
Principles and responsibilities for OHSE&W	Principles and responsibilities for OHSE&W	Principles and responsibilities for OHSE&W		Principles and responsibilities for OHSE&W	Principles and responsibilities for OHSE&W

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	(Assessed competent in four positions from pay level 2)	(Management appointment. If all things are equal the seniority applies).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	(Management appointment. Work performed without supervision, but general guidance on progress and outcomes).	
Other duties as required Unloading Containers	Forklift Induction level 3 month maximum Unloading Containers	Forklift Operation (Counter Balance / Reach Truck / Elevated Work Platform) Unloading Containers		Forklift Operation Unloading Containers	Forklift Operation Unloading Containers
	Other duties as required	Other duties as required		Other duties as required	Other duties as required
		Receiving, picking and despatching, returns of stock into and from warehouse		Liaison with suppliers and customers	Liaison with suppliers and customers
		Use of pick to light, pick to voice and RF scanning devices		Day to day direction and productivity of store people and production people under his/her control	Day to day direction and productivity of store people and production people under his/her control
				Team Leader of up to and including 9 others	Team Leader of up to and including 10 or more others
Note: A move from level two to three is based on Employee's skills and business requirements plus the availability of positions. Team Leader reports to a Co-ordinator /Supervisor or Manager.					

To qualify for a level 4, an Employee must be able to demonstrate 2 out of 3 of the competencies being (Dangerous Goods Consigning, Turret Truck/LO licence, or Higher Warehouse Admin Duties).