

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/330

**TITLE: Australian Pharmaceutical Industries Limited NSW  
Branches Certified Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/5821

**DATE APPROVED/COMMENCEMENT:** 25 November 2005 / 12 June 2005

**TERM:** 21

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/252.

**GAZETTAL REFERENCE:** 23 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 29

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Australian Pharmaceutical Industries Limited employed at the Company's sites at Newcastle, Wollongong, Kempsey, Tamworth, Orange, Wagga Wagga and Gateshead who fall within the coverage of the Clerical and Administrative Employees (State) Award, Warehouse Employees Drug (State) Award (in the area of SAWEFA coverage), Transport Industry - Mixed Enterprises Interim (State) Award and Storemen and Packers, Wholesale Drug Stores (State) Award.

**PARTIES:** Australian Pharmaceutical Industries Pty Ltd -&- the National Union of Workers, New South Wales Branch

**API NSW BRANCHES  
ENTERPRISE AGREEMENT  
2005 (No. 6)**

An Enterprise Agreement, made pursuant to  
the NSW Industrial Relations Act, entered into between:

Australian Pharmaceutical Industries Limited  
11 Grand Avenue  
Camellia NSW 2142

and

employees of API's NSW Branches  
otherwise covered under a NSW State Award

and

the National Union of Workers, New South Wales Branch

# **API NSW BRANCHES ENTERPRISE AGREEMENT 2005 (No. 6)**

## **Part 1 - APPLICATION AND OPERATION OF AGREEMENT**

- 1.1 Agreement Title
- 1.2 Arrangement
- 1.3 Commencement date of agreement and period of operation
- 1.4 Coverage of Agreement
- 1.5 Definitions
- 1.6 Parties Bound
- 1.7 Relationship with other awards
- 1.8 Contract Labour

## **Part 2 - AGREEMENT OBJECTIVES**

- 2.1 Objectives and Commitments
- 2.2 Removal of Demarcations
- 2.3 No Further Claims

## **Part 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

- 3.1 Grievance and dispute prevention and settlement
- 3.2 Essential Medicines

## **Part 4 - EMPLOYMENT CONDITIONS**

- 4.1 Transfer of Employees
- 4.2 Training and Development
- 4.3 Employment categories
- 4.4 Stand down
- 4.5 Employee counselling and corrective guidance procedure
- 4.6 Termination of employment
- 4.7 Abandonment of employment
- 4.8 Redundancy
- 4.9 Transmission of Business

## **Part 5 - WAGES AND RELATED MATTERS**

- 5.1 Grades
- 5.2 Allowances
- 5.3 Wage increases
- 5.4 Mixed functions
- 5.5 Time and payment of wages
- 5.6 Superannuation
- 5.7 Protection of Employee Entitlements

## **Part 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

- 6.1 Hours of work
- 6.2 Meal breaks
- 6.3 Rostered Days Off
- 6.4 Overtime
- 6.5 Shift work

## **Part 7 - LEAVE CONDITIONS**

- 7.1 Annual leave
- 7.2 Sick leave
- 7.3 Bereavement leave
- 7.4 Personal/carer's leave
- 7.5 Long Service Leave
- 7.6 Jury service
- 7.7 Parental leave
- 7.8 Blood donors
- 7.9 Public holidays
- 7.10 Picnic Day
- 7.11 Workers Compensation

## **Part 8 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

- 8.1 Unions
- 8.2 Copy of agreement
- 8.3 Signatories

## **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

### **1.1 AGREEMENT TITLE**

This agreement shall be known as the Australian Pharmaceutical Industries Limited NSW Branches Certified Enterprise Agreement 2005 (No. 6).

### **1.2 ARRANGEMENT**

This Agreement is arranged as per Page 2 and 3.

### **1.3 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION**

This agreement shall come into operation from the 12<sup>th</sup> June 2005 and shall remain in force until 23<sup>rd</sup> September 2007.

This agreement rescinds, terminates and replaces the API NSW Branches Enterprise Agreement 2001 (No5).

Three months prior to the expiration of the term of this Agreement the parties will commence negotiations for a new Agreement. At the time of those negotiations commencing, the Company will advise the other parties of its position in relation to a statewide agreement.

### **1.4 COVERAGE OF AGREEMENT**

This agreement shall apply to Australian Pharmaceutical Industries Limited operations at each of the following country Branches – Newcastle, Wollongong, Kempsey, Tamworth, Orange, and Wagga Wagga, and the former HSA site at Gateshead. This Agreement will continue in force in the event that operations at any of these sites moves to another site during the term of the Agreement. This Agreement applies in respect of all employees at these sites who are covered by the:

Clerical & Administrative Employees (State) Award NSW  
Warehouse Employees Drugs (State) Award (In the area of SAWEFA coverage)  
Transport Industry - Mixed Enterprises Interim (State) Award  
Storemen and Packers (Wholesale Drug Stores) State Award

## **1.5 DEFINITIONS**

Refer to 'definitions' in the above appropriate Award.

## **1.6 PARTIES BOUND**

This Agreement shall be binding on Australian Pharmaceutical Industries Limited, 11 Grand Avenue, Camellia and employees at the above country locations who are covered by the awards listed above and the National Union of Workers New South Wales Branch.

## **1.7 RELATIONSHIP WITH OTHER AWARDS**

This Agreement shall be read and interpreted wholly in conjunction with the awards listed in 1.4, provided that where there is an inconsistency, the Agreement shall take precedence to the extent of the inconsistency.

## **1.8 CONTRACT LABOUR**

The Company is committed to its employees and does not intend to contract out its existing work force. The company retains the right to use contract and casual labour to meet peak demands, during recruitment programs, and to meet other business requirements.

## **PART 2 - AGREEMENT OBJECTIVES**

### **2.1 OBJECTIVES AND COMMITMENTS**

#### **Objectives**

This Agreement shall be read and construed to give full effect to each of its objectives which are listed as follows:

- (i) To provide a process of excellence and continuous improvement,
- (ii) To provide the best available service to customers, to whom we provide life saving drugs and value added services,
- (iii) To increase productivity without additional costs to customers,
- (iv) To improve efficiency and minimise waste,
- (v) To continue to work together in a spirit of co-operation,
- (vi) To provide for the orderly conduct of industrial relations at the Company's premises,
- (vii) To provide for the orderly and fair conduct of grievance and dispute resolution without the necessity for industrial action,
- (viii) To review conditions of employment in line with community and industry standards,
- (ix) To provide conditions of employment which satisfy both the operational requirements and capacity of the Company, recognising that beneficial outcomes are co-dependent,
- (x) To provide remuneration of employees which is appropriate to the business and marketplace in which the Company operates and competes,
- (xi) To provide appropriate balance of interests between the Company and its employees,
- (xii) To promote safety, health and welfare in the workplace.

## **Commitment**

- (i) The employees recognise that the Company must function effectively in a competitive market, continually improve sales growth and profitability in order to provide for continuing employment, excellent benefits and working conditions.
- (ii) The essential nature of our business is to provide life saving drugs to pharmacies, hospitals and medical providers.
- (iii) The employees and Company will continue to work together in a spirit of co-operation.
- (iv) Our common goal is to achieve a workplace free from harm to our people, contractors and visitors. We want people to leave our site in the same or better condition to when they arrived.

To achieve this, we must work together to identify hazards and eliminate the risks where reasonably practicable or control the risks to the lowest level possible. Through consultation, we will develop and implement strategies and initiatives aimed at making “Tomorrow Safer than Today”.

We will improve awareness and understanding through training and regular communications.

When incidents occur resulting in injury we will work together to implement our Injury Management Program to return the injured person to their pre-injury duties where ever possible.

To achieve our common goal we must work together to ensure “Every One Involved - Every One Responsible” for their safety and the safety of others.

## **2.2 REMOVAL OF DEMARCATIONS**

The parties agree to continue to remove some demarcations. Therefore, no occupational or locational limits will prevent an employee carrying out any temporary duties that are within the limits of the employee’s skill competence and training. The intent of this clause is that any branch employee will undertake any duty required so as to enable best efficiency of available staffing in meeting the needs of the business.

This provision is not intended to be used as a punitive step with any employee. Its intent is to meet the needs of the business through an employee temporarily undertaking duties other than their regular duties. It is intended that such use of this provision is for a limited time only.

The parties acknowledge that there are adequate consultative and grievance procedures existing through which any issue or difficulty can be heard. An employee who is required to undertake other than their regular duties and is unhappy about this will follow the grievance procedures already in place (Clause 3.1)

## **2.3 NO FURTHER CLAIMS**

It is an essential condition of this Agreement that whilst it remains in operation:

There shall be no further claims of whatever description including, but not limited to, further wage increases (award or over award) sought (including those related to State Wage Decisions and/or economic adjustments) except as provided under the terms of this Agreement. Any increase arising from any decision (including State Wage Decisions and/or economic adjustments) shall be fully absorbed into the rates paid from time to time.

## **PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 GRIEVANCE & DISPUTES PREVENTION & SETTLEMENT**

- (a) Procedure relating to a grievance of an individual employee:
- (i) The employee shall notify their immediate supervisor/manager of the concern and outline their desired solution.
  - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
  - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iv) At the conclusion of each stage of discussions the Company must provide a response to the employee's grievance, including reasons for the decision.
  - (v) While the concern is being finalised, normal work must continue.
  - (vi) The employee may be represented by an industrial organisation of employees
- (b) Procedures for a dispute between the Company and the employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
  - (ii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iii) While the concern is being finalised, normal work must continue.
  - (iv) The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (c) Should the matter not be resolved having followed the above procedure, either party may refer the matter to the Industrial Relations Commission of NSW.

### **3.2 ESSENTIAL MEDICINES**

The unions 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 at any time.

The term "experienced employees" means employees with substantial experience in handling ethical, hospital and pharmacy only products.

## **PART 4 - EMPLOYMENT CONDITIONS**

### **4.1 TRANSFER OF EMPLOYEES**

When an employee is required to report for work at a place other than their usual place of work, they shall be paid all fares reasonably incurred in excess of those they normally would incur attending at their usual place of work and returning home and shall be paid all travelling time in excess of that taken to reach their usual place of work and returning home.

Travelling time shall be paid for at single time.

The above shall apply only to an employee temporarily transferred from their usual place of work. A temporary transfer shall mean periods of employment at places other than the usual place of work up to a maximum of four consecutive weeks.

An employee transferred from working place to working place during ordinary working hours, shall be paid for the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.

Where the transfer involves an employee being absent overnight from their normal place of abode, they shall be reimbursed for reasonable expenses incurred for accommodation and travel to and from the place to which the employee is transferred.

Where an employee is required to use private vehicle on behalf of the Company such employee shall be paid the current kilometre rate.

## **4.2 TRAINING AND DEVELOPMENT**

The Company is committed to the ongoing development of the skills of its employees. This will be achieved by developing job descriptions incorporating skills and competencies which has been identified for each job role.

The Company will continue to apply resources to appropriate training programmes which will develop skills and competencies for its employees to better meet the needs of the organisation.

Training and/or competency assessment may be undertaken before or after the normal days work where required. These sessions may last up to two hours and will be paid at single time.

Permanent part-time employees may work up to a normal day for training purposes and be paid at ordinary rates (up to a maximum of twenty hours per annum).

The training and/or assessment must be structured, legitimate training with the objective of improving skills or completing competency assessments.

Reasonable notice will be given, and this will be at least three days prior to the training. Where the employee and the Company agree the notice may be less than three days. Notice will include advice about the duration of the training period.

An employee shall make themselves available for reasonable amounts of training under this arrangement if required. The Company understands, however, that from time to time an employee may not be available for training or assessment outside normal hours and where possible such important commitments of staff will be taken into account. All reasonable attempts will be made to train employees during ordinary hours.

## **4.3 EMPLOYMENT CATEGORIES**

### **Permanent employment**

Permanent employees shall be engaged by the week and shall be paid weekly. All time absent from work shall be deducted from the employee's wages, except absence without deduction of pay in accordance with Part 7 of this Agreement.

### **Casual employment**

A casual employee is one engaged on an hourly basis. A casual employee working ordinary time shall be paid per hour 1/38th of the weekly site rate plus 17.5% casual loading, which shall apply in lieu of sick leave and public holiday entitlements, as well as a further 1/12 in lieu of annual leave.

Site rates and conditions will apply to casual contract labour.



### **Part-time employment**

To better meet business needs, employees may be employed on a part-time basis. Hours worked will be fixed on a regular daily or weekly basis, as follows:

- (i) **Warehouse employees** - minimum permanent hours of 20 per week. Warehouse staff who agree to work extra time beyond their permanent hours will be paid a loading of 20% for the additional time worked up to a maximum of 7.6 hours per day up to 38 per week, after which overtime rates will apply.
- (ii) **Other employees** - minimum permanent hours of 12 per week. Staff who agree to work extra time beyond their permanent hours will be paid at ordinary rates up to a maximum of 7.6 hours per day up to 38 per week, after which overtime rates will apply.
- (iii) Working extra time is not intended to be a long term arrangement. Where a part time employee agrees to work continuous extra hours, the arrangement will be reviewed no later than three months from commencement.

### **Probationary employment**

The Company may initially engage a full-time employee or part-time employee for a period of up to three months probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and the duration of the probation period. The full Counselling and Disciplinary process only applies to permanent employees who have completed probation.

Probationary employment forms part of an employee's period of continuous service.

## **4.4 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 relevant Unions (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.

## **4.5 EMPLOYEE COUNSELLING AND CORRECTIVE GUIDANCE PROCEDURE**

### ***Step 1 - Counselling***

The immediate Team Leader/Group Leader or Manager concerned should:

1. Inform the employee that this will be a counselling meeting and ask them if they would like a colleague or the union delegate, if appropriate, to be present.
2. Discuss the problem with the employee.
3. Advise employee of the standards of performance, attendance and conduct, etc. expected and allow an opportunity for the employee to state their case.
4. Agree on specific action and standards required to be taken and establish a timeframe for implementation (the time frame may vary depending on circumstances).
5. A record of counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion. A copy should then be retained by the Team Leader/Group Leader/Manager, a copy put on the employee's personnel file and a copy given to the employee.

Should the same or other performance or conduct problems occur within a reasonable period, the procedure set out in Step 2 below should then be followed.

### ***Step 2 - First Written Warning***

1. Inform the employee that this will be a counselling meeting and ask them if they would like a colleague or the union delegate, if appropriate, to be present.
2. Review previous situation.
3. Indicate insufficient responses to previous counselling and give the employee an opportunity to explain the reason why.
4. Indicate to employee the consequence of continued lack of improvement.
5. Discuss possible solutions to the problem and, where possible, agree a solution.
6. Identify action to be taken and establish a timeframe for implementation.
7. A record of the counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion. A copy should be retained by the Team Leader/Group Leader/Manager, a copy put on the employee's personnel file and a copy given to the employee. Should the employee refuse to sign, a note to that effect should be placed on the record of discussion. The refusal will not invalidate the counselling or warning.
8. Human Resources will document a letter to the employee from the relevant Team Leader/Group Leader or Manager confirming the outcome which was determined at the meeting.

Should the same or other performance or conduct problems occur within a reasonable period the procedure in Step 3 should be followed.

### ***Step 3 - Second Written Warning***

Prior to proceeding to a second written warning, the Supervisor/Manager concerned must consult their Department/Divisional/General Manager and the Human Resources Manager

- (a) Inform the employee that this will be a counselling meeting and ask them if they would like to have a colleague or the union delegate, if appropriate, present.
- (b) Restate the offence.
- (c) Restate the agreed corrective action.
- (d) Allow the employee an opportunity to respond and explain their position. Consider the defence raised.
- (e) Indicate to the employee the action now being taken, i.e. a second written warning will now be issued (if that is the decision).
- (f) Warn the employee that further repetition of the offence or failure to improve may result in a final warning and ultimately in termination of employment.
- (g) A record of counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion.

Should the employee refuse to sign, a note to that effect should be placed on the record of discussion. The refusal will not invalidate the counselling or warning. A copy should then be retained by the Supervisor/Manager, a copy put on the employee's personnel file and a copy given to the employee.

- (h) Human Resources will document a letter to the employee from the relevant Supervisor/Manager confirming the outcome of the meeting.

Should the same situation recur within a reasonable period, the procedure in Step 4 should be followed.

#### ***Step 4 - Final Warning***

If the offence or conduct is repeated or continues, a final warning will be necessary. Once again the offence or unsatisfactory conduct should be restated and the employee warned that failure to improve within a reasonable period could result in dismissal. Final warnings should proceed and be recorded as in Step 3 above.

#### ***Step 5 - Dismissal***

If dismissal is being considered, the action should be discussed between the Department Manager, the Divisional/General Manager and the Human Resources Manager prior to any action being taken. The Manager should always ensure that they are accompanied by the Human Resources Manager or another Manager whilst effecting dismissals.

Prior to actually dismissing any employee in these circumstances, the employee may initially be stood down on pay, whilst the matters giving rise to the possible dismissal are reviewed between the Supervisor and their immediate Manager. In this review the Supervisor's Manager will satisfy themselves that all steps in the procedure have been followed and that the employee has failed to respond to earlier counselling and formal reprimands and that dismissal is now justifiable and necessary.

Having determined that dismissal could be an outcome the following procedure must be observed:

- (a) The employee should be invited into the privacy of an office and informed that this will be a counselling meeting and that termination is being considered. Ask them if they would like to have a colleague or the union delegate, if appropriate present.
- (b) Restate the offence or problem giving rise to the present proposed dismissal and restate the corrective action which was previously agreed upon.
- (c) Advise the employee that as they have failed to comply with previously agreed corrective action, dismissal is being considered as a last resort. Ask the employee if there are any reasons they can give that termination should not proceed. Consider any issues raised and decide the outcome. Due to the ill feeling inherent in such circumstances, it is advisable to ensure that the employee is paid out in lieu of notice.
- (d) Submit a record of interview to the Human Resources Department stating the reason for dismissal.

### **Serious and Wilful Misconduct**

There are some situations of serious and/or willful misconduct which warrant consideration of dismissal without application of the warning process.

Serious and/or willful misconduct could include, but is not restricted to, theft, fraud, violence, drunkenness or being under the influence of illicit drugs, refusal to obey reasonable instruction, willful damage to Company property, fighting, reckless disregard of safety regulations or other criminal acts against the Company, its employees, contractors or customer, etc.

#### ***Step 1 - Suspension and Investigation***

1. When an employee is believed to have committed any of these offences they are to be immediately suspended, with pay.

2. A full investigation should then be conducted to gather all relevant information including:
  - interviewing any witnesses
  - taking of witness statements
  - a review of the employee's previous conduct or performance.
3. The Manager and the relevant Human Resources Manager, where appropriate, should then interview the employee and provide them with the precise details of the allegation(s).
4. The employee should be given the opportunity to have a colleague or the union delegate, if appropriate, at the meeting.
5. The employee must be provided with an opportunity to clearly explain and defend themselves against any allegation(s) made.
6. All the information gathered needs to be carefully considered before a decision is made. The Manager must confer with the Human Resources Manager and Divisional/General Manager before making a final decision.

#### **4.6 TERMINATION OF EMPLOYMENT**

##### **Notice Period**

In order to terminate the employment of an employee 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

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice above 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.

##### **Notice of termination by employee**

The notice of termination required to be given by an employee shall be one week's notice.

If an employee fails to give notice the Company 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.

##### **Instant or summary dismissal**

Notwithstanding the provisions above, the Company shall have the right to dismiss any employee without notice for conduct that justified instant dismissal, including inefficiency or neglect of duty, dishonesty, misconduct, fighting, refusing duty, gross breaches of safety requirements or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only. Clause 4.5 specifies the procedure to be followed in these circumstances.

##### **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.

## **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.

### **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may at the Company's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary rate for the number of weeks of notice still owing.

## **4.7 ABANDONMENT OF EMPLOYMENT**

An employee who is absent from work for five working days without notifying the Company of the reason for the absence may be deemed to have abandoned their employment.

For the purpose of this clause abandonment of employment will be regarded as misconduct and the employee may have their employment terminated accordingly.

## **4.8 REDUNDANCY**

### **4.8.1 Definitions**

"Redundant" means the situation where a position has become surplus to the Company's labour requirements as a result of the operation requirements of the Company and an employee's employment terminates as a result. A position will not be redundant when the company simply relocates its operations.

"Week's Pay" means the normal weekly ordinary time rate of pay, including non-variable allowances.

### **4.8.2 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 potential 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 organization over a longer period of time, and then by a fair random procedure (eg. 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 (eg. 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. 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.

- (g) Redundancy is not available to employees
  - (i) who simply choose to no longer work for the organization.
  - (ii) who are offered suitable, comparable alternative employment by the Company, or another company which is a transmittee of all or part of the business of the Company, or for whom adequate alternate employment is obtained by the Company.
  - (iii) who are dismissed due to poor performance or misconduct.

#### **4.8.3 Leaving Before Company-nominated Date**

Unless agreed to by the Company, staff who leave before the company-nominated date will not be paid in accordance with this Agreement's redundancy provisions, but only in accordance with the relevant Award redundancy provisions.

Requests for early departure will be considered subject to the needs of the business being met. Employees seeking to leave early will need to prove to the satisfaction of the Company that they have good reason to need to leave early (eg. obtained other employment) and their skills are not required by the Company. Skills will be deemed to be required if either casual labour or overtime is needed to replace them.

#### **4.8.4 Interview Leave**

The Company will grant paid leave, up to 38 hours during the notice period (pro rata for part-time staff), for the purpose of seeking other employment. An employee will be required to provide proof of attendance to receive payment for the time absent. An employee granted leave to attend an interview should only be absent from work for the reasonable period of time it takes to attend the interview and return to work.

#### **4.8.5 Annual Leave**

All accrued annual leave, including 17.5% leave loading, will be paid to redundant employees, calculated up until the date of termination.

#### **4.8.6 Long Service Leave**

Pro rata long service leave will be paid out to all employees with at least 5 years continuous service with the Company.

#### **4.8.7 Superannuation**

Superannuation benefits will be paid in accordance with the current provisions of the fund trust deed.

#### **4.8.8 Notice**

Employees that are notified as being potentially redundant will be made redundant at a time that is notified to the employee.

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 at least 4 weeks notice, or a payment of 4 weeks at ordinary time, or a combination of actual notice and payment in lieu of the balance of actual notice.

Employees over 45 years of age and who have completed at least five years service will receive an extra week's notice, or payment in lieu.

**4.8.9 Severance Payments**

Employees who are redundant will receive a severance payment as follows:

Years of Service	Severance Payment
Less than 1 year	No payment
More than 1 year	4 weeks
More than 2 years	8 weeks
More than 3 years	12 weeks
More than 4 years	16 weeks
More than 5 years	20 weeks
More than 6 years	24 weeks
More than 7 years	28 weeks
More than 8 years	32 weeks
More than 9 years	36 weeks
More than 10 years	40 weeks
More than 11 years	44 weeks
More than 12 years	48 weeks
13 years and more	52 weeks

Employees with 14 or more years completed service will receive an additional 1 week’s severance payment for each complete year of service over 13 years, to a maximum of 15 more weeks pay.

**4.8.10 Certificate of Service**

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

**4.8.11 Disputes Procedure**

It is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner that avoids adverse impact on the customers, the business and the employees.

Disputes arising from the application of this clause will be resolved following the *Grievance and dispute prevention and settlement* process in this Agreement, Clause 3.1.

Without prejudice to either party, work will continue in accordance with the Agreement while the matters in dispute are being dealt with in accordance with these procedures.

**4.9 TRANSMISSION OF BUSINESS**

This Agreement shall apply to any successor, assignee or transferee of all of the Company’s business, or part of the Company’s business, if that part includes an site to which this Agreement is applicable.

## **PART 5 - WAGES AND RELATED MATTERS**

### **5.1 GRADES**

Grades follow Award provisions and reference should be made to the relevant Award for a comprehensive definition of job grades. Grades are briefly outlined below.

#### **Warehouse**

Classifications for warehouse employees are attached in Appendix A.

#### **Clerical**

*Clerical and Administrative Employees (State) Award*

Grade 1	Mail room
Grade 2	Reception
Grade 3	Majority of clerical roles
Grade 4	Senior clerical/ administrator/computer operator
Grade 5	Payroll/ network administrator

#### **Drivers**

*Transport Industry Mixed Enterprises (State) Award*

Division A – General Rates

Transport Worker Grade 2 – driver of two-axle rigid vehicles less than 4.5 tonnes

#### **Comprehensive Rates**

The wage rates paid to employees as a result of this Agreement, incorporate all relevant allowances, penalties and loadings, except as specifically indicated elsewhere in this Agreement. It is not intended that the value of these allowances be absorbed over time.

The allowance built into the all purpose base rate in Agreement (No. 5) is the responsibility allowance previously paid to section leaders at Newcastle Branch of \$20 per week, \$40 per week for the Receiving section leader.

### **5.2 ALLOWANCES**

#### **Relief Forklift Allowance**

Relief forklift drivers will be paid an hourly allowance rounded up to the nearest half hour, for time they are nominated by the company to relieve on the forklift. The forklift allowance paid will not be greater than the difference between the ordinary weekly wage of the storeman and forklift driver.

#### **Meal Allowance**

An employee who is required to work overtime for any period in excess of one (1) hour after the usual hour of ceasing duty who has not been provided with 24 hours prior notice, shall be paid a meal allowance at the rate specified in this Agreement.

#### **First Aid Allowance**

The Company shall appoint where available an employee holding the 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 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.

#### **Drivers' Overtime Allowance**

A weekly allowance is paid to drivers to compensate for fluctuations in finish times during the normal working week. Whilst paid as an allowance, this payment will be included for all purposes.

#### **Rates**

The following are the current allowances effective first full pay period after 12<sup>th</sup> June 2005 and will increase in line with the Enterprise Agreement No 6 increases.

	12th June 05	12th June 06	12th Jan 07
Meal Allowance	\$9.24	\$9.61	\$9.90
First Aid Allowance	\$11.93 per week	\$12.41 per week	\$12.78 per week
Drivers' Overtime Allowance	\$71.86 per week	\$74.73 per week	\$76.97 per week
Relief Forklift Allowance	61c per hour	63c per hour	65c per hour

### **5.3 WAGE INCREASES**

The following increases to wages and allowances will be paid on the first full pay period after the following dates, subject to the signing of this Agreement by the parties:

- 5% effective 12<sup>th</sup> June 2005
- 4% effective 12<sup>th</sup> June 2006
- 3% effective 12<sup>th</sup> January 2007

### **5.4 MIXED FUNCTIONS**

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 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.

An employee who is required to undertake, on a temporary basis, work carrying a lower rate than their ordinary classification shall suffer no reduction in pay in consequence thereof.

An employee who is acting in a higher classification and continues on overtime shall continue to be paid at the higher rate of pay until completion of the overtime worked.

With the following exceptions, an employee being reclassified to a lower grading shall continue on their current 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 rate.

#### **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.

## **5.5 TIME AND 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 job grade.

Upon termination of employment, wages due to an employee shall be paid into the employee's bank account on the next pay day, or if the employee prefers, a cheque can be drawn on the day of termination.

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 (eg 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 to be paid by Electronic Funds Transfer. Also, in circumstances of late payment, cash may be made available based on individual need.

## **5.6 SUPERANNUATION**

### **Preamble**

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*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding the above, the following provisions also apply:

### **Definitions**

“Fund” - In this clause all references to “Fund” shall mean the Labour Union Co-operative Retirement Fund (LUCRF), the API Superannuation Fund (API), the Clerical Administrative and Retail Employees Superannuation Plan (CARE) or the Retail Employees Superannuation Trust (REST).

“Ordinary time earnings” - In this clause the term “ordinary time earnings” shall include the classification rate and any allowances where such allowances are part of the employee's normal earnings, excluding actual overtime, travel, meals or annual leave loading.

“Employee” means an employee under the terms of this Agreement who has satisfied the requirements in the clause below.

### **Company Contributions**

The Company will contribute to the Fund and only the Fund, on behalf of all employees, subject to them meeting minimum earnings requirements determined by legislation

Upon commencement of employment, the employee shall nominate the LUCRF, CARE, REST or API Fund which s/he wishes to join, and the Company shall provide each employee with membership forms for the nominated Fund within 14 days.

An employee may make contribution to the Fund in addition to those made by the Company.

An employee who wishes to make additional contributions must authorise the Company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

If the Company receives such written authorisation from the employee, it must commence making payments into the Fund on behalf of the employee within 30 days of receipt of the authorisation.

An employee may vary their additional contributions by a written authorisation and the Company must alter the additional contributions within 30 days of receipt of the authorisation.

Additional employee contributions to the Fund requested shall be expressed in whole dollars.

Contribution for casual employees whose earnings meet the monthly threshold specified by the relevant Act shall be made on a monthly basis.

The Company will continue to contribute to the employee's superannuation fund whilst an employee is on Workers Compensation an equivalent amount to their ordinary times earnings.

### **Employer'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 that employee during and in respect of the period of unpaid absence.

### **Employee contributions**

Employees who may wish to make contributions to the Fund additional to those being paid by the Company shall be entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee.

Employee contributions to the Fund requested shall be made in accordance with the rules of the Fund.

### **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.

## **5.7 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.

**PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

**6.1 HOURS OF WORK**

**Spread of Hours**

*Time of beginning*  
No earlier than 5.00 am

*Time of ending*  
No later than 6.00 pm Monday to Friday

- (i) The ordinary hours will be an average 38 per week over a 4 week period, Monday to Friday, worked between the times of 5.00 am and 6.00 pm. Employees are required to be at their work station ready to begin work at their start time and not to leave their work station until their finish time, unless approved by their supervisor/ manager.
- (ii) 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. 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.
- (iii) Changes to meet the 5 am start will be by mutual agreement for current employees. Positions which start prior to 6 am will be advertised internally before a decision is made regarding external appointment.
- (iv) Working days of up to 10 hours paid at ordinary rates may be scheduled by individual request and company agreement to meet individual and business needs. These agreed hours will not exceed 38 hours per week and will become the employee's fixed hours. This provision is not available to warehouse employees.
- (v) 9 day fortnight – Requests from staff to work a nine-day fortnight will be considered on an individual basis in the context of business needs for specific roles being uncompromised

**6.2 MEAL BREAKS**

Employees may work in excess of five hours, but not more than six hours at ordinary rates without a meal break, except delivery drivers who are required by RTA regulation to take a break after no longer than five hours.

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.

At Branches where staff do not have the benefit of other flexibilities, such as flexibility around start and finish times or breaks, a ten minute afternoon rest period for warehouse employees will commence ten minutes before finish time. At relevant Branches this provision is already reflected in start and finish times.

A meal break is an unpaid break of 30 minutes for day workers.

When, at the specific request of the Company, an employee is delayed more than thirty minutes from taking their lunch break at their regular time, then they shall be paid at the rate of double time for all time worked during that time and the employee will be allowed a normal meal break 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.

### 6.3 ROSTERED DAYS OFF

Permanent full time staff may take one day per month worked as a Rostered Day Off (RDO). The parties recognise that an employee is entitled to 12 RDO's per year (based on an employee working 48 weeks and having four weeks of annual leave). RDO's are normally scheduled at the beginning of each year to meet the needs of the business and where possible the employee. Two half days or four short days per month may be taken by mutual agreement.

Individual employees may choose whether or not to participate in the RDO scheme. For staff in 2IC or Supervisory positions, non-participation must be mutually agreed with the department Senior Supervisor or Manager. Staff who choose not to participate will finish work 24 minutes earlier and not have an RDO ie they will work only 38 hours per week. Staff who choose to participate will work an extra 24 minutes per day which accrues toward a rostered day off each month ie they will work 40 hours per week, except the week they receive an RDO. Once having indicated their choice, staff may change their mind by notifying their supervisor or manager and changing their working times from the beginning of the next calendar month. It is not the intention of this clause for employees to opt in and out on a frequent basis.

RDO's are not intended to accrue and should normally be taken in the month they fall due.

The taking of RDO's on days other than those taken now, will in certain instances bring increased efficiency to the workplace. In this regard the Company will review rosters by section and introduce changes in full consultation with affected employees.

In branches with small numbers of employees the RDO scheme may not apply where the majority of employees and management have so agreed.

### 6.4 OVERTIME

In order to meet production needs, employees may be required to work a reasonable amount of overtime.

Except as provided for part time employees in Section 4.3 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 normal commencing time on any day;
  - (ii) all time worked after the employee's normal finishing time on any day;
  - (iii) all time worked in excess of 38 hours in one week Monday through Friday;
  - (iv) all time worked outside the span of normal hours;
  - (v) in calculating payment for overtime, each day's work stands alone.
- (b) Saturday at the rate of time and half for the first four hours, double thereafter. There will be a minimum payment for four hours. Working 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) Sunday at the rate of double time and one half for all time worked with a minimum payment of four hours.
- (d) Gazetted public holiday at the rate of double time and one half for all time worked with a minimum payment for four hours; provided all time worked on Christmas Day and Good Friday shall be paid at the rate of treble time.
- (e) Overtime payment will be calculated up to the nearest fifteen minutes.

### **Requirement 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.

### **Time off in lieu of overtime**

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.

Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

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.

### **Crib Time**

An employee working overtime at the end of their normal day shall be allowed a crib time of twenty minutes without deduction of pay after four hours of overtime worked if the employee continues work after such crib time.

### **Casual Overtime**

Casual staff will only be eligible for overtime when requested to work more than eight hours in any one day or in excess of 38 hours in any one working week, or outside the span of hours.

### **Make-up time**

An employee may elect, with the consent of the Company, to work make-up time, under which the employee takes time off as ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.

An employee on shift work may elect, with the consent of the Company, to work make-up time under which the employee takes time off ordinary hours and works those hours at a time later, at the shift work rate which would have been applicable to the hours taken off.

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.

### **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 hours work at the appropriate 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 hours if the job that the employee was recalled to perform is completed within a shorter period.

## **6.5 SHIFT WORK**

Except as noted in this clause 6.6, refer to relevant Awards.

Shift loadings will be paid as per the relevant Awards. Full time, part time and casual employees may be employed in shift work.

### **Transition to Shift Work**

If shift work is introduced, applications will be invited from existing staff with preference given to staff who have the skills required on that shift. Volunteers will be sought broadly. Where this does

not satisfy the staffing requirements for that shift, and the shift requirements are additional to existing staffing levels, recruitment of external candidates will commence. Where the staffing requirements for that shift are not additional to existing staffing levels, and there are insufficient internal applications, the company may advise relevant staff that they will be required to work that shift. This will be done giving one month's notice, and taking into consideration each individual's personal circumstances, such as family responsibilities. Where there are more applications from staff than needed, a fair random process will be adopted, such as "taking names out of a hat". Any concerns with respect to the application of this provision can be raised pursuant to the Grievance and Disputes Settlement procedure in clause 3.1.

## **PART 7 LEAVE CONDITIONS**

### **7.1 ANNUAL LEAVE**

#### **Definitions**

For the purposes of this clause:

"Ordinary pay" in relation to any employee means the standard weekly payment received by the employee including "regular" allowances.

#### **Annual leave loading**

Annual holiday loading of 17.5 percent will be paid at the time leave is taken.

#### **Payment for annual leave**

The Company shall pay each employee in advance before the commencement of the employee's annual holiday their ordinary pay plus a loading of 17.5 percent for the holiday period to be taken. If the annual leave is taken before the 12 months accrual date then the annual leave loading will only be payable once the 12 month service anniversary has passed.

#### **Time of taking annual leave**

This clause shall apply to all annual leave, whether taken according to a roster, a close down, a part close down, or a part close down/part rostered leave.

Annual leave shall be given and taken as directed by the Company on the following basis:

- (i) in one continuous period of four weeks; or
- (ii) in two separate periods, e.g. 2 x 2 weeks, or 1 x 3 weeks plus 1 x 1 week.

Or, annual leave may be taken by agreement between the Company and the employee(s) on the following basis:

- (i) up to five single days; or
- (ii) as four one week periods.

In the case of rostered annual leave, agreement shall be between the Company and the individual employee.

In the case of a part close down or a part close down/part rostered leave, agreement shall be between the Company and the majority of the employees concerned.

The Company shall give each employee at least four weeks notice of the date from which their annual holiday shall be taken.

Other flexible arrangements may be possible in line with Company policy and by mutual consent of the employee and the department Manager.

#### **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 an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of the public holiday.

#### **Annual leave to be taken**

The annual holiday shall be given by the Company and shall be taken by the employee before the expiration of a period of twelve months after the date upon which the right to such holiday accrues. Provided that the giving and taking of the whole or any separate period of such annual holiday may, with the approval of the State/General Manager, be postponed for a period to be specified by them in any case where they are of the opinion that circumstances render such postponement necessary or desirable.

Payment shall not be made by the Company to an employee in lieu of any annual holiday to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

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

If the employee and the Company so agree the annual holiday or any of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.

Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been so taken.

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

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 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 irrecoverability of such expenses at time of notification of the change of leave.

#### **Calculation of continuous service for annual leave**

For the purpose of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

- (i) any annual leave or long service leave taken therein;
- (ii) any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave.

#### **Proportionate annual leave on termination**

Where the employment of an employee who has become entitled to one or more annual holidays provided by this Agreement is terminated, the Company shall be deemed to have given the holiday or holidays (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment (including the notice period), and shall forthwith pay to the



employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of the holiday or holidays.

## 7.2 SICK LEAVE

In order to meet the needs of the business, the Company requires all employees to be both punctual and regular in their attendance. It is recognised that genuine illness may from time to time prevent an employee from attending work.

Full-time employees are entitled to one week (five days/ 38 hours) absence on sick leave during the first year of service after completing three month's service, and two weeks (ten days/ 76 hours) during the second and subsequent years of service. Part-time employees will be entitled to a proportional amount of sick leave reflecting the hours worked.

### Doctor's Certificate/Statutory Declaration

Satisfactory proof is required that an employee is unable, on account of illness or injury, to attend work on the day or days for which sick leave is claimed.

Satisfactory evidence shall mean the production of a medical certificate or other satisfactory evidence such as a statutory declaration, subject to the following factors:

- (i) a doctor's certificate will be required for all sick leave taken on a working day either side of scheduled leave, such as annual leave, public holidays etc.
- (ii) An employee may utilise their sick leave entitlement, if sick, but without satisfactory evidence, for a maximum total of two days in any entitlement year. The two days can be taken as:
  - 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). An employee shall be allowed up to four separate short absences totalling no more than 15.2 hours (or 2 days) in any one service year.  
or
  - b. *Two day absences*  
An employee shall be allowed a two day (15.2 hour) 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 (15.2 hours) in any one service year without the need to produce satisfactory evidence. However, all subsequent absences will require satisfactory evidence.

### Reporting absences

It is essential that employees who are ill or unable to come to work for whatever reason contact their immediate Supervisor/Manager, or in their absence another suitable Manager, as close as practicable to their commencement time or in any case within 24 hours. Employees should advise the reason for the absence and their expected date of return.

### Approval of sick leave

The payment for any absence or sick leave during the first three months of employment will be withheld by the Company until the employee completes three months of employment, at which time the payment shall be made.

Sick leave entitlements for part day absences shall be paid on an hourly basis at the ordinary hours rate proportionate to the total number of hours absent.

#### **Accrual of sick leave**

Sick leave entitlements not claimed in any one year, shall accumulate from year to year, so long as the employment continues with the Company. Sick pay is not, however, paid out on termination or to a casual employee.

#### **Incentive payment for reduction of sick leave**

The reduction of absences due to sick leave has a direct positive impact on productivity and the overall efficiency of the site and agree that a bonus payment will be paid to an employee who works a full quarter (three months) with no sick/family leave absence. The payment will be made at a rate of 1% of ordinary time wages for that three month period. Payment will be made in the second or third pay period after the end of the quarter.

The quarters being each year:

19 February - 18 May  
19 May - 18 August  
19 August - 18 November  
19 November - 18 February

Absences due to workers compensation, long service or annual leave during the said three month period will not affect entitlement to sick leave incentive payment.

### **+7.3 BEREAVEMENT LEAVE**

An employee shall on the death of a husband, wife, partner, parent, sister, brother, sister/brother-in-law, child, stepchild, foster parent, parent-in-law, grandmother or grandfather, grandchild, be entitled to leave, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company.

For the purposes of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife, husband or partner.

For death of relatives outside Australia, where the employee travels outside Australia to attend the funeral, spouse, parent, partner, brother, sister or child are the only relatives covered under this leave policy.

Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

### **7.4 PERSONAL/CARER'S LEAVE**

#### **Use of sick leave**

An employee with the responsibility for the care of the members of their immediate family or members of their household who need their care and support when they are ill shall be entitled to use up to ten (10) days (76 hours) of their accumulated sick leave per entitlement year for absences to provide care and support for such persons.

The employee will be required to provide to the Company satisfactory evidence stating that the person required the employee's care and support, the illness of the person concerned, the relationship to the employee, and the estimated length of absence.

“Satisfactory evidence” has the same meaning and is subject to the same conditions as noted in clause 7.2 of this Agreement.

Employees can also access their accrued annual leave, an RDO, make-up time, time off in lieu of overtime, or unpaid leave with the consent of the Company.

If it is not practical for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence and provide medical certificates/statutory declarations within 48 hours of commencement of absence.

### **Flexibility**

It is agreed that Personal/Carer’s Leave is expressly for medical reasons. However, it is acknowledged that there is a need for flexibility in the workplace where small amounts of time off may be required for unavoidable reasons, such as solicitor’s appointment, urgent home repair, interview with teacher, etc. The parties agree that where an employee has such a need (which can’t be met outside work hours or on an RDO etc.) and where it is possible, the employee will be able to make up time at an agreed time acceptable to the Company. This time should be made up within the same pay period as the time taken, wherever possible.

### **7.5 LONG SERVICE LEAVE**

As per Company policy in conjunction with the Long Service Leave Act 1955.

### **7.6 JURY SERVICE**

Employees will receive the necessary leave of absence to perform jury service. An employee who is summoned for jury service will need to show the summons to their Supervisor/Manager. Time spent on jury service will be counted for the purpose of continuous service.

An employee will be paid as normal and the payment received from jury duty shall be passed to the Supervisor/Manager to forward to Pay Office (less any necessary travel costs).

Employees shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury duty.

Employees who are not selected for jury service are required to return to work.

### **7.7 PARENTAL LEAVE**

As per the *Industrial Relations Act 1996 (NSW)*.

### **7.8 BLOOD DONORS**

Where blood donation facilities are made available at a Company establishment, or at some other nearby place, an employee who donates blood at such facility during their ordinary working hours shall be entitled to one hours’ paid leave on each occasion for that purpose; provided that, before making payment for such leave, the Company may require satisfactory proof of the employees blood donation. Production of the relevant Blood Bank card or certificate, properly completed shall constitute such satisfactory proof. Also provided that where the blood donation is to be made at any other place than a Company establishment the employee gives the Company reasonable notice of their intention to donate blood and the time when absence from work will be required.

### **7.9 PUBLIC/LOCAL HOLIDAYS**

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

New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen’s Birthday and Labour Day.

Employees working at API Branches in Newcastle (currently being Cardiff and Gateshead) shall be allowed an additional day's leave in lieu of Newcastle Show Day. This day shall not be taken on the actual day but employees will be entitled to an extra day's leave added to an employee's annual leave or RDO each year.

### **Flexibility Arrangement**

To meet the requirements of our customers and service the needs of the community in relation to prescription drugs, medical supplies, and health related products and services provided by API, the parties agree that 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 Branch 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).

### **Public holidays - penalty rates**

All work done on New Year's Day, Australia Day, Boxing Day, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday shall be paid for at the rate of double time and a half with a minimum payment of four hours.

All time worked on Christmas Day and Good Friday shall be paid at the rate of treble time.

### **Absence before or after a public holiday**

Any employee absenting themselves from work without reasonable excuse or without permission of the Company for any portion of the working day preceding or following a holiday provided for in this clause shall not be entitled to payment in accordance with this Agreement. Employees claiming sick leave will require a doctor's certificate or otherwise forfeit payment for the holiday.

## **7.10 PICNIC DAY**

Permanent employees who are employed with the company prior to the first of June each year will be entitled to a picnic day which may be taken within the following twelve months on a day which is mutually agreed between the Company and the employee. Picnic days should be taken within twelve months of falling due as entitlement does not accrue.

Drivers' picnic day is deemed to be Saturday of the Easter weekend and drivers are paid an additional day's wages at Easter.

## **7.11 ACCIDENT MAKE-UP PAY**

- (a) 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.
- (b) 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.
- (c) 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 employee's ordinary pay.
- (d) 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 26 weeks from the date of injury, whichever event shall first occur.

- (e) 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”.

## **PART 8 AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

### **8.1 UNIONS**

#### **Delegates**

The Company supports the various union delegates in performing their role for their union members, given the following considerations:

- (i) wages are paid by the Company and their first responsibility is to their job.
- (ii) the union delegates are required to be at their workstation/desk or performing delivery duties during working hours, although the company will allow a reasonable amount of time to attend to union business..
- (iii) the union delegates must advise and receive permission from their supervisor when they are leaving their work area for any reason, including union business, and the expected time away. This is a standard requirement of every employee.
- (iv) the union delegates must also request the use of the company phone from their supervisor when necessary to make any phone calls in order to carry out their duties as a delegate.
- (v) allowed four days per annum to attend union training (although the Company has been co-operative and allowed delegates to utilise this time for union delegates’ meetings).
- (vi) any work related issues raised must be resolved using the Company grievance procedure.
- (vii) employees will be allowed reasonable time, after advising and receiving permission to leave their work area, to access the union delegates during working hours for representation or advice.
- (viii) if union delegates do not co-operate with these requirements then the Company will consider restricting the union delegates to only being able to attend to union business during meal breaks and outside work hours.
- (ix) The Company appreciates the spirit of co-operation with which matters have been raised in the past and that the Company will continue to proactively work with the union to resolve issues before they become problems.

#### **Right of Entry**

A union organiser appointed by the union to which an employee belongs will be granted right of entry in order to carry out legitimate union business. They shall, as a matter of courtesy, however, advise the site Branch Manager of their presence before entering the work area and, give 24 hours notice of their intended visit.

#### **Recognition**

- (i) The Company recognizes the NUW, ASU and TWU as the Unions representing their members in the related classifications covered by this Agreement.
- (ii) The Company recognises the right of employees, consistent with the provisions of the Act, to choose whether to join a union.

- (iv) Where written authority is provided by an employee, the Company will deduct Union membership fees from the employee's wages and remit them, along with a schedule of such contributions, to the relevant mentioned Unions at monthly intervals.

**8.2 COPY OF AGREEMENT**

Each employee shall have access to a copy of this Agreement. A copy will be maintained in the Human Resources Division which will be made available during working hours to any employee engaged within the terms of the Agreement.

Each union delegate will be provided with a copy.

A copy will also be available from the Branch Manager or the Human Resource Department.

**8.3 SIGNATORIES**

Witnessed by the parties on this ..... day of ..... 2005.

\_\_\_\_\_  
Australian Pharmaceutical Industries

\_\_\_\_\_  
National Union of Workers  
New South Wales Branch