

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/128

TITLE: Mayne Pharmacy (NSW) Enterprise Agreement 2005

I.R.C. NO: IRC5/1817

DATE APPROVED/COMMENCEMENT: 20 April 2005 / 1 January 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 10 June 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Mayne Group Limited, located at 55, Kirby Street Rydalmere, who fall within the coverage of the Storemen and Packers, General (State) Award, and the Warehouse Employees Drug (State) Award.

PARTIES: Mayne Group Limited -&- the National Union of Workers, New South Wales Branch, Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales

MAYNE PHARMACY (NSW) ENTERPRISE AGREEMENT 2005

CONTENTS

PART A

AGREEMENT FORMALITIES

1. Title
2. Scope and Parties Bound
3. Area Incidence and Duration
4. Relationship to Parent Award
5. Aim of Agreement
6. Agreement to be displayed
7. Definitions

PART B - EMPLOYMENT RELATIONSHIP

8. Anti-Discrimination
9. Contract of Employment
10. Part Time Employment
11. Casual Employment

PART C - REMUNERATION

12. Classifications
13. Wages
14. Superannuation
15. Higher Duties
16. Clothing
17. First Aid
18. Travelling Allowance
19. Meal Allowance
20. Stock Picker Allowance

PART D - HOURS OF WORK

21. Hours
22. Rostered days off
23. Saturdays/Sundays/Public Holidays
24. Shift Work
25. Overtime/TOIL

PART E - LEAVE

26. Annual Leave (as per the NSW Holiday Act)
27. Additional Holiday (Union Picnic Day)
28. Sick Leave
29. Long Service Leave
30. Bereavement Leave (Full time and Part time staff)
31. Parental Leave (Weekly Staff)
32. Jury Service (Weekly and Casual Staff)
33. Carers leave
34. Discretionary Leave (Full time and Part time staff)

PART F - OTHER CONDITIONS

35. No Extra Claims

36. Right of Entry
37. Training
38. Trade Union Training
39. Termination of Employment (Full time and Part time staff)
40. Introduction of Change
41. Redundancy
42. Staff Transfers
43. Flu Vac
44. Safety
45. Transmission of Business

PART G - COMMUNICATION

46. Consultation
47. Dispute Procedure
48. Discipline Policy

PART H - APPENDICES

- Appendix 1 - Warehouse Staff Pay Scales
- Appendix 2 - Clerical and Admin Staff Pay Scales
- Appendix 3 - Allowances All Staff
- Appendix 4 - Competency Structure - Warehouse Staff
- Appendix 5 - Competency Structure - Clerical and Admin Staff
- Appendix 6 - Mayne Pharmacy Competency Standards Guide

PART I

DECLARATION AND SIGNATORIES

This ENTERPRISE AGREEMENT, made in pursuance of the *Industrial Relations Act 1996*, as amended

BETWEEN: Mayne Group Limited ABN 56 004 073 410, trading as Mayne Pharmacy hereinafter referred to as "the employer", on the one part.

AND: The, National Union of Workers NSW Branch, and the Shop Assistants & Warehouse Employees Federation of Australia, Newcastle and Northern New South Wales Branch hereinafter referred to as "the Unions" 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 Mayne Pharmacy (NSW) Enterprise Agreement 2005.

2. Scope and Parties Bound

This Agreement shall be binding upon the said employer, the said Unions and officers and employees who are from time to time employed by the said employer in the occupations of assembler, checker, storeperson and/or packer and forklift driver, clerks and cleaners.

3. Area, Incidence & Duration

- 3.1 This Agreement shall apply in respect of the employment of persons by the employer in the Mayne Pharmacy warehouses situated at Holmwood Business Park, 25 Enterprise Drive, Beresfield and at 55 Kirby Street, Rydalmere.
- 3.2 In the event the company relocates the premises covered by this agreement, within the regions of the current warehouses, it is agreed by the parties that when the relocation/s occur and those premises are operated by the Company, employees covered by this agreement shall be transferred to the new premises. The continuity of the service of the employees shall be deemed not to have been broken by reason of such relocation.
- 3.3 This Agreement shall continue to apply to the relocated premises.
- 3.4 In the event the Company transmits any or all of the work covered by this Agreement, then clause 11, Transmission of Business, shall apply.
- 3.5 The Agreement rescinds and replaces the Faulding Healthcare NUW (Sydney) Enterprise Agreement 2003 and the Faulding Healthcare (Newcastle Enterprise Agreement 2003).
- 3.6 The Agreement commences from the beginning of the first pay period on or after the 1st January 2005 and shall remain in force until the 31st December 2006.
- 3.7 The parties agree to commence negotiations on the renewal of this agreement no later than three months before its nominal expiry date.

4. Relationship to Parent Award

- 4.1 For Beresfield employees this agreement shall be read and interpreted in conjunction with the:

Storemen & Packers, General (State) Award, and the,

Warehouse Employees - Drug (State) Award.
- 4.2 Provided that were there is any inconsistency between the awards in 5.1, above, and this agreement, this agreement shall prevail to the extent of the inconsistency.
- 4.3 For Rydalmere employees this agreement shall be read and interpreted in conjunction with the Storemen & Packers, General (State) Award.
- 4.4 Provided that where there is any inconsistency between the award in 5.3, above, and this agreement, this agreement shall prevail to the extent of the inconsistency.

5. Aim of Agreement

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the company, enhance skills and job satisfaction and assist positively in ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

1. flexible working hours which enable the business to meet customer needs;
2. improve personal and business performance;
3. the parties also agree that the objectives will not be limited to the measures set out in clause 6.1 to 6.3. It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties contribute to the decision-making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of the company.

4. To be achieved through a consultative process.
5. The responsibility for health and safety in the workplace is shared between both the employer and employees. The agreement specifies that the employer is responsible for the equipment used, staff training in the prevention of workplace injuries and the procedure for identification and review of the cause of injury. Employees are made responsible for complying with company safety policies and procedures and ensuring that safe housekeeping takes place and that unsafe practices are reported to the OH&S representative and management.
6. Customer Service is a key factor contributing to the success and growth of the company. It is acknowledged that it is important to foster an environment where customers both internally and externally are treated with courtesy and respect, leading to a Customer focused workplace culture.

6. Agreement to be Displayed

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

7. Definitions

"Team Leaders" means an adult employee who, has three or more employees regularly under his/her direction.

"Casual" means an employee engaged and paid by the hour contracted for a minimum of four hours.

"Full-time Employee" means an employee engaged and paid by the week.

"Part-time Employee" means an employee engaged and paid by the week for a minimum of 80 and a maximum of 140 hours per four-week period, to be worked to suit business needs. (Refer clause 10).

"Fixed-term, Temporary or Contract Employee" means an employee engaged for a specific task or assignment for specific start and finish dates whether employed directly or indirectly.

"The Union" means the National Union of Workers NSW Branch.

"Overtime" is where an employee works outside the normal working hours (6.00am to 6.00pm) or exceeds eight (8) hours between 6.00am and 6.00pm. Each day shall stand alone.

"TOIL" is where an employee chooses to take time off in lieu of being paid overtime for time worked

PART B

EMPLOYMENT RELATIONSHIP

8. Anti-Discrimination

- 1.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 1.3 Nothing in this clause is to be taken to affect:
 - 1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

- 1.3.2 until considered and determined further by the Commission, the payment of different wages for employees who have not reached a particular age;
 - 1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 1.4 Nothing in this clause is to be taken to prevent:
- 1.4.1 A matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.
 - 1.4.2 A matter referred to in 1.1 from being a reason for terminating a person's employment as a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

9. Contract of Employment

- 2.1 The contract of hiring of every employee bound by the Agreement shall, in the absence of an express contract to the contrary, be deemed to be a contract of hiring by the week. Except in the case of casual employees, where only one hours notice of termination is required, service may be terminated by the giving of notice in accordance with clause 39.1.1 by either party or by the forfeiture or payment of pay equivalent to the notice period in accordance with clause 39.1.1 by either party or by the forfeiture or payment of pay equivalent to the notice period in clause 39.1.1 but nothing herein contained shall affect the employer's right to dismiss an employee without notice for misconduct, malingering, incompetency or other sufficient justifiable cause.
- 2.2 Promotions/Transfers
- All appropriate vacancies will be advertised internally initially and externally if applicable.
- Promotions and transfers will be on the basis of demonstrated competencies and merit.
- Seniority will only be considered if all other things are equal. An unsuccessful applicant will be consulted by management as to the reason for the decision.
- 2.3 Contract Employees
- Any fixed-term contract employees the company employs on duties covered by this agreement, whether employed directly or indirectly, shall be paid equivalent to those employees covered by this agreement.

10. Part Time Employment

- 3.1 An employee may be engaged by the week on a part-time basis for a minimum of 20 hours/week on a flexible basis. Part-time employees would work up to 35 hours/week on a regular basis. Averaged over four weeks, part-time employees would work a minimum of 80 hours up to a maximum of 140 hours.
- 3.1.1 Transfer of existing full-time employees to part-time work must only be done on the request of the employee, and such request must be in writing.
 - 3.1.2. The company will provide the employee a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.
- 3.2 All employees engaged on a part-time basis:
- 3.2.1 Shall be paid the same hourly rate as permanent employees for the class of work performed.

3.2.2 Shall be entitled to receive all of the payments and benefits arising under this agreement on a proportionate basis, with the exception of allowance payable under clauses 17 and 19 which shall be payable in full.

11. Casual Employment

- 4.1 The minimum rate of wages which shall be paid to a casual worker for work performed in ordinary time shall be a minimum rate higher by twenty per centum than the appropriate ordinary hourly rate plus an amount equivalent to one twelfth of their normal hourly rate in lieu of annual leave.
- 4.2 Work performed by casual workers in or during overtime, shall be paid for at the appropriate rate prescribed in clause 13 and Appendices 1 & 2, plus the penalties prescribed in this agreement for overtime.
- 4.3 A casual worker 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.
- 4.4 A casual worker shall be called out for a minimum of four hours for work on a normal Monday to Friday except for Public Holidays. (refer clause 23).
- 4.5 Whilst the parties acknowledge that the nature of the business requires utmost flexibility, the company philosophy is to maintain and strengthen the contribution made by its full-time and part-time employees. It will employ casual employees only where short-term fluctuations of the business is such that casuals are required to meet customer demands or some other problem must be addressed. In normal circumstances the company will employ up to a maximum of twenty five percent (25%) of the combined normal hours of it's full-time and part-time staff, averaged over a four week period. Should a particular issue require exceeding this figure, the company will consult with all employees, the Union delegates and if considered necessary, the Union organiser, to advise them of the issue and action to be taken.
- 4.6 Transfer of existing full time and part time employees to casual work must only be done on the request of the employee and such request must be in writing.
- 4.7 The company will provide the employee a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.
- 4.8 Casuals will be entitled to apply for full time work at the end of three (3) full months as a casual employee at the sites covered by this Agreement. At that time, management in consultation with the NUW delegates will consider such a request. If at the end of six (6) months the casual employee has not been terminated then the casual employee will be offered permanent employment.

PART C

REMUNERATION

12. Classifications

The skills required in the workplace are broadly grouped under the following headings. Employees working under these classifications will work in any or all of these areas to the extent of their training, skills and qualifications.

Receiving and responding to Customer queries or orders.

General clerical functions, including processing orders and processing credits. Operation of computer equipment.

Assembling, packing and shipping orders to Customers.

Receiving and locating of stock including use of material handling equipment.

12.1 Utilisation of Skills

Employees shall be employed to carry out such duties as may be directed by the company from time to time subject to the limits of their skills, competence and training. Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the company provided that the employee has been properly trained in the use of such tools and equipment. Any direction given by the company in accordance with any of the above shall be safe, legal logical and consistent with the company's obligations under the *NSW Occupational Health & Safety, Act 1983*. Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 47 (Dispute Procedure) following prior consideration of the issue in accordance with the consultative mechanism in clause 46.

12.2 Classification Structure

Employees will be employed and paid according to the duties and appropriate pay rate for the work assigned as described in Appendix 4. This structure utilises a competency-based approach to job classification (developed from the Australian Standards Framework). 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. The initial implementation of this structure will ensure that no employee will suffer a net loss in pay, and that any adjustments necessary will be phased in over the life of the agreement. Employees must be able to demonstrate the required level of competency before being appointed to a particular level. 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 the Dispute Process for resolution.

12.3 Warehouse Employees

Positions will be given an appropriate Job Title and the competencies of that job will be matched against the relevant ASF Level which determines the Pay Rate applicable.

12.3.1 Pay Rate Level 1 (Entry Level)

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 1 as set out in Appendix 4. This rate is paid to employees in their first 13 weeks of employment. At the completion of the 13 weeks, employees will be assessed for progression to ASF Level 2. The parties agree that ASF Level 1 will not be used to support short-term employment.

12.3.2 Pay Rate Level 2

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 1 and 2 as set out in Appendix 4.

12.3.3 PAY RATE Level 3

Employees paid at this rate will be competent in four positions covered by Pay Rate 2 (as assessed by a qualified Workplace Assessor) and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 1 and 2 in Appendix 4.

12.3.4 PAY RATE Level 4

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 1, 2 and 3, in Appendix 4.

12.3.5 PAY RATE Level 5

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 1, 2, 3 and 4 in Appendix 4.

12.3.6 Employees who were employed prior to the 1st October 2004 and who are paid at a level higher than they are qualified for will retain their Pay Level.

12.3.7 Progression from ASF Level 1, Pay Rate 1 to ASF Level 2, Pay Rate 2 shall be by training and assessment after the 13 weeks of employment.

12.3.8 Progression from ASF Level 2, Pay Rate 2 to Pay Rate 3 shall be by training and assessment.

12.3.9 Progression from ASF Level 2, Pay Rate 3 to ASF Level 3, Pay Rate 4 shall be by management appointment except where all things are equal between applicants then seniority of service will be the determining factor.

12.3.10 Progression to ASF Level 4, Pay Rate 5 shall be by management appointment.

12.4 Clerical/Admin Employees

Positions will be given an appropriate Job Title and the competencies of that job will be matched against the relevant ASF Level which determines the Pay Rate applicable.

12.4.1 PAY RATE Level 1 (ENTRY LEVEL)

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 1 as set out in Appendix 5. This rate is paid to employees in their first 13 weeks of employment. At the completion of the 13 weeks, employees will be assessed for progression to ASF Level 2. The parties agree that ASF Level 1 will not be used to support short-term employment.

12.4.2 PAY RATE Level 2

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 1 and 2 as set out in Appendix 5.

12.4.3 PAY RATE Level 3

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 1, 2 and 3, in Appendix 5.

12.4.4 PAY RATE Level 4

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 1, 2, 3 and 4 in Appendix 5.

12.4.5 Employees who were employed prior to the 1st October 2004 and who are paid at a level higher than they are qualified for will retain their Pay Level.

12.4.6 Progression from ASF Level 1, Pay Rate 1 to ASF Level 2, Pay Rate 2 shall be by training and assessment after 13 weeks of employment.

12.4.7 Progression from ASF Level 2, Pay Rate 2 to ASF Level 3, Pay Rate 3 shall be by management appointment except where all things are equal between applicants then seniority of service will be the determining factor.

12.4.8 Progression to ASF Level 4, Pay Rate 4 shall be by management appointment.

12.5 Work Duties are detailed in the Mayne Competency Standards Guide which also sets out performance standards for each task and would be performed by any employee of the Company within the following guidelines.

12.5.1 Warehouse Staff - include accurately and efficiently:

Receiving
Storing
Assembling
Dispatching

In accordance with laid down procedures. In cases of Driver absenteeism, selected Relief Drivers will be used to effect deliveries.

12.5.2 Delivery Functions - delivering of orders to customers

12.5.3 Clerical/Admin Functions - may include functions of:

Secretarial
Clerical
Customer Service
Accounts Payable/Receivable
Payroll
Mail
Switchboard/Reception
General Office tasks

Notwithstanding the abovementioned requirements the Union and the employees covered by this agreement agree that office staff will not be prevented from performing warehouse duties where a genuine need arises, e.g. where assistance is required to ensure product despatch timetables are met. Involvement of office staff in warehouse duties will be organised expeditiously through consultation with a nominated delegate of the Union or employees. The employer will ensure that any office staff involved in such duties will be provided with all requirements to ensure a safe working environment. Completion of office tasks delayed by staff involvement in the warehouse will be managed in consultation between the employer and the impacted individual(s).

13. Wages

- 13.1 It is agreed that the only increases to wages throughout the life of this agreement shall be those set out in Appendices 1 & 2.
- 13.2 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.
- 13.3.1 Employees will be paid on Thursday at the prescribed rate for all time worked for the job done up to and including the previous Sunday. This provision will only be implemented on the basis of the pay-slip being made available on Wednesday and that satisfactory transition and error correction measures are agreed between the parties.
- 13.4 Any authorised absence with pay from work will be paid at the employee's ordinary rate of pay
- 13.5 Payment of wages will be on a weekly basis direct to the employee's nominated bank (credit union etc) account. Where the employer and the majority of employees concerned agree, an alternative method of paying wages may be introduced. All bank and government charges associated with the payment of EFT shall be paid by the Company.
- 13.6 Hourly rates shall be calculated by dividing the appropriate weekly rate by thirty-eight.
- 13.7 Total weekly wages shall be calculated to the nearest ten cents, any fraction not exceeding four cents to be disregarded.
- 13.8 A day worker who works on a Saturday as part of their ordinary hours will be paid a penalty of 60% in addition to the ordinary day's pay. Such allowance shall not be decreased by virtue of a Saturday workers absence from work on that day on account of a Public Holiday, annual leave, sick leave

bereavement leave or any other authorised paid leave. Such allowance shall be paid for all purposes including overtime for Saturday work.

- 13.9 Employees employed prior to the 1st January 2005 may volunteer to work Saturday as part of their ordinary hours to meet company requirements. 2.10 Employees employed after 1st January 2005 may be rostered to work Saturday as part of their ordinary hours and Management will determine these rosters.

14. Superannuation

14.1 Contributions

14.1.1 The Company 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, into an approved fund as defined in clause 3.2. Each such payment of contributions shall be rounded off to the nearest 10 cents.

14.1.2 Regular payment - The Company 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.

14.2 Definitions

14.2.1. "Approved fund" means the Mayne Group limited Superannuation Fund for permanent employees, the Labour Union Co-Operative Retirement Fund (L.U.C.R.F), the Australian Retirement Fund and the Retail Employees Superannuation Trust (REST) for permanent and casual employees.

15. Higher Duties

- 15.1 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.
- 15.2 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.

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 the employer and the employee with all conditions of the request documented and signed by both parties.

- 15.3 The employer 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.

16. Clothing

Where the nature of the work performed by employees necessitates the wearing of suitable industrial clothing, including dust coats, aprons, overalls, work boots, work shoes, gloves, etc., they shall be provided, maintained and laundered at the employer's expense and shall remain the property of the employer.

17. First Aid

An employee holding a current qualification in first aid issued by St John Ambulance Australia or similar body and appointed by the employer to perform first aid duties as and when required shall be paid an allowance, as outlined in Appendix 3 Allowances, for each day on which he/she is appointed, with a maximum net payment

of \$11.14 in any one pay week. Also an employee with a current qualification as per the *N.S.W. Occupational Health & Safety Act, 1983* may be appointed as the Fire and/or Safety Officer.

The employer shall pay the cost of an approved training course for these qualifications in addition to his/her wages.

18. Travelling Allowance

Wherever possible, Company provided motor vehicles should be made available so that employees' private vehicles are not used for Company related travel. Where use of private vehicles cannot be avoided, the following should be noted.

- 18.1 Employees will be reimbursed for the use of their vehicle at the rate provided by the Metal, Engineering & Associated Industries Award 1998, which is currently 58 cents per kilometre. Such reimbursements must be processed through the payroll system and included on employees' group certificates. Details of distance travelled, reason for the journey and the calculated amount claimed must be entered on an "Advice to Pay Office" form, authorised by their manager.
- 18.2 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 -
 - 18.2.1 The distance between home and the location, or
 - 18.2.2 The distance between place of employment and the location
 - 18.2.3 The employee's supervisor is responsible for determining whether the employee has adequate private motor vehicle insurance. In circumstances where employee vehicles are damaged, the Company'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. The company's insurance also covers the loss of any no claim bonus or excess suffered by the employee.

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 outlined in Appendix 3 Allowances, or a meal supplied by the employer. All meal monies due will be paid through the payroll system and wherever possible in advance.

20. Stock Picker Allowance

- 20.1 An employee who is qualified to operate a Stock Picking machine shall be paid an allowance as specified in Appendix 3 Allowances.

PART D

HOURS OF WORK

21. Hours

- 21.1 Normal Business

The ordinary hours of work shall be an average of 38 per week to be worked on the following basis:-

- 21.2 Ordinary Hours

Ordinary hours of 8/day, shall be worked between the hours of 6.00am and 6.00pm on Monday to Saturday inclusive, with an unpaid period for lunch not less than thirty minutes, nor more than one hour each day, to be taken no later than 5 hours from commencement of shift.

21.2.1 Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

21.2.2 Employees employed prior to the 1st January 2005 may volunteer to work Saturday as part of their ordinary hours to meet Company requirements.

21.2.3 Employees employed after 1st January 2005 may be rostered to work Saturday as part of their ordinary hours and these rosters will be determined by Management.

21.3 Lunch Breaks

21.3.1 Lunch breaks may be staggered to meet business needs by mutual agreement. Employees will adjust the time of taking lunch to meet demands of the system (eg. completion of datamobile cycle).

21.3.2 Rest breaks and lunch breaks shall be taken as follows:

Employees working for 4 hours - No Break

Employees working for 5 hours - 10 minute paid rest break, 30 minute unpaid lunch break.

Employees working in excess of 5 hours - 20 minute paid rest break, 30 minute unpaid lunch break.

21.4 Stocktake - (Specials maximum twice a year)

Employees will be required to make themselves available to work for special stocktakes on the Saturday designated except when on prior approved leave or in the case of agreed extenuation circumstances.

Payment of wages will still be obtained as per clause 13 of this agreement.

22. Rostered Days Off

All employees will work an average 38-hour week with a Rostered Day Off. RDO's will be taken at a time mutually agreed between employer and employee.

Consultative arrangements between management and staff will be in place until such time as all RDO rosters are agreed.

23. Saturdays/Sundays/Public Holidays

23.1. Saturday Work

All 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.

23.2 Sunday Work

All work performed by employees (other than shift workers) on a Sunday shall be paid for at the rate of double time and a half.

23.3 Public Holidays

23.3.1. All employees on a weekly contract of hiring shall be entitled to all gazetted NSW public holidays provided that an employee who fails to attend for work on the working day before

and/or the working day after such public holiday without reasonable excuse shall not be entitled to be paid for such holiday.

23.3.2. All work performed by employees on a weekly contract of hiring 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).

23.4 Minimum Payment

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 the employer.

23.5 Rostered Day Off

23.5.1 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. Provided that where in the case of a shift worker the holiday on which he is rostered off falls on a Saturday or Sunday, this provision shall not apply.

23.5.2 In the event that an employee is required to work on a rostered day off, he shall be paid at overtime rates, or may, by mutual agreement, be allowed to take an alternative day off.

23.6 Public Holiday payment for Saturday workers:

23.6.1 A part-time or a full-time employee who works on 5 ordinary days per week (including Saturday) shall be entitled to a consideration for a Public Holiday which falls on a day that would otherwise be their leisure day.

23.6.2 The alternative considerations are as follows:

time off in lieu, to be added to the employee's annual leave; or

by mutual agreement, another day off, with pay may be allowed in the week

prior to, or the ten weeks subsequent to, the public holiday occurring; or

if an employee has their first two requests refused, they will receive their third request unless for operational reasons it would be unreasonable to do so.

23.6.3 Such arrangements described in clause 23.6.2 shall not attract

annual leave loading as per clause 26.1.2 and must be by mutual agreement between the employee and the employer, subject to the needs of the business.

23.6.4 Time off in lieu can be banked for up to six months and then taken either as a block of up to five days or as two separate blocks of time off by mutual agreement between the employee and the employer, subject to the needs of the business.

24. Shift Work

The ordinary full time hours of shift workers shall average thirty-eight per week - to be worked on the following basis:

152 hours within a period not exceeding twenty-eight consecutive days. (38 hr week)

Such shifts shall be inclusive of a rest period of twenty minutes.

Afternoon Shift means any shift finishing after 6.00pm and at or before midnight.

Employees employed on afternoon shift shall be paid fifteen per cent additional to day rates. This additional rate shall apply for the whole of the week in cases where the employer changes an employee from the afternoon to day work before the employee has completed a full week on the afternoon.

Shift workers shall be paid ordinary overtime rates for all time worked in excess of ordinary hours of shift.

25. Overtime/TOIL

- 25.1 (Refer clause 7 & clause 21) Over time rates will apply to all time worked in excess of 8 (7.6 hrs. Clerical/Admin Staff) hours per day or outside the ordinary hours span. Overtime is payable to full time, part time and 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.
- 25.2 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.
- 25.3 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate.
- 25.4 The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 25.5 The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38.
- 25.6 Time Off In Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer 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-cause (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 (a), the employee shall be paid overtime rates in accordance with the agreement.

PART E

LEAVE

Annual Leave (as per the NSW Holiday Act)

Permanent employees are entitled to four weeks (twenty working days) paid annual leave at the completion of each 12 months continuous service. 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 notice prior to taking leave should be given and annual leave should be taken in a maximum of two periods. Changes to this due to unusual situations or circumstances will be allowed on approval from management.

26.1 Leave Loading

- 26.1.1 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.
- 26.1.2 In addition to the above payment prescribed by clause 26 each employee shall be paid a loading of 17.5 per centum calculated on the rates prescribed by the appropriate wages clauses in this agreement. The loading prescribed by this sub-clause shall not apply to proportionate leave on termination.
- 26.1.3 The employee may in writing request the employer to pay the 17.5% leave loading at any agreeable time of the year or included as part of normal pay.
- 26.2 Where a Public Holiday falls during an employee's leave, an additional day shall be added to the employees leave.

27. Additional Holiday (Union Picnic Day)

The second Tuesday in April shall be observed as Union Picnic Day in addition to the holidays to be allowed pursuant to clause 23.3.1. Full-time employees and part-timers shall be entitled to an additional day of leave in lieu of the Union picnic day at a time mutually agreed between the employee and the employer, subject to the following conditions:-

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 the employer.

28. Sick Leave

- 28.1 Weekly employees shall be entitled to 10 days paid sick leave for each year of service. The first sick leave day is not an entitlement until after three (3) months of service, however, during the first three months, accrual of sick leave remains unaffected. Any unused sick leave accumulates from year to year, but shall not be an entitlement at termination of employment.
- 28.2 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.
- 28.3 Employees who fail to notify their supervisor of their inability to attend work, in accordance with clause 28.2 shall be counselled in accordance with the discipline policy specified in clause 48 of this agreement and will be required to produce satisfactory evidence, ie. 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.
- 28.4 Entitlement to sick leave is subject to the employee producing or forwarding within 48 hours of the commencement of such absence, evidence satisfactory to the employer 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.

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 sick 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.

- 28.5 Employees whose behaviour is unsatisfactory in relation to the use of sick 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.

29. 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.

30. Bereavement Leave (Full Time and Part Time Staff)

Subject to notice being given and adequate proof of death being provided, employees shall be entitled to a maximum of three (3) days paid leave on the death of a spouse, child, step mother, step father, step child, father, mother, brother, sister, grandparents, grandparents-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild.

Notwithstanding the above, bereavement leave will only be granted by management if the employee concerned would normally be working on the days in which bereavement leave is sought.

This clause shall have no operation while the period of leave under it coincides with any other period of leave.

For the purpose of this clause the words "spouse" shall include a person who lives with the employee as a de facto wife or husband or a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

In the case of a person deceased outside of Australia, special circumstances are required.

31. Parental Leave (Weekly Staff)

The Parental Leave provisions determined by the Full Bench of the Industrial Relations Commission of New South Wales will apply to employees engaged under this agreement with the exception that female employees with at least 12 months continuous service shall be entitled to take a period of six weeks Maternity Leave following confinement. This period will be paid at ordinary rates. This period will be in lieu of six weeks of the 52 weeks unpaid leave provided for by the Parental Leave Provisions"

32. Jury Service (Weekly and Casual Staff)

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company 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.

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

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

For any employee required to attend jury service for a period in excess of 2 weeks the employer will provide the option for the employee to be paid his/her normal weekly earnings for the duration of the employees involvement in a jury service requirement

33. Carers Leave

As per Company Policy as amended from time to time, but at no time less than the standard as determined by the Australian Industrial Relations Commission.

34. Discretionary Leave (Full Time and Part Time Staff)

In circumstances where genuine need and hardship arises an employee may apply for leave from the company. Such leave may be granted with or without pay depending on circumstances.

PART F

OTHER CONDITIONS

35. No Extra Claims

It is a term of this agreement that 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.

36. Right of Entry

The Right of Entry of union officials shall be conducted in accordance with the provisions of the NSW Industrial Relations Act.

37. Training

37.1 The Company 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 12 (refer also Appendices 4 & 5).

37.2 The Company 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.

38. Trade Union Training

The Company will also enable bona-fide Union 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. To facilitate the company making arrangements to release the employee, 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, the company will consult with the Union to select a more suitable alternative time.

39. Termination of Employment (Full Time and Part Time Staff)

39.1 Termination of employment (Full time and Part time staff)

Employees shall be employed on a weekly basis, 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.

39.1.1 Notice of Termination by Employer

In order to terminate the employment of an employee, the company shall give to the employee the following notice:

Period of continuous service	Period of notice
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

39.1.2 In addition to the notice in clause 39.1.1 hereof, 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.

39.1.3 Payment in lieu of the notice prescribed in clause 39.1.1 and/or clause 39.1.2 hereof 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.

39.1.4 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.

39.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor should it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

39.1.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 26.

39.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of the company, save and except that there shall be no additional notice based on the age of the employee concerned.

Subject to financial obligations imposed on the company by any Act, 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.

Provided that, the employer and the employee may agree to any lesser period of notice.

39.3 Time off during Notice Period

Where the company 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 the company.

39.4 Statement of Employment

The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

39.5 Instant or Summary Dismissal

Notwithstanding the provisions of clause 39.1.1 hereof the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including inefficiency or neglect of duty, dishonesty, 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 clause 39.3 will not apply.

40. Introduction of Change

40.1 Notification of Intended Changes

40.1.1 Where an employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the

employer shall as soon as practicable notify the employees who may be affected by the proposed changes and their Union or Unions.

40.1.2 "Significant Effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job tenure; 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.

40.2 Consultation with Employees and their Union or Unions

40.2.1 The employer shall discuss with the employees affected and their Union or Unions, among other things, the introduction of the changes referred to in clause 40.1 hereof, 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 Unions in relation to the changes.

40.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 40.1 hereof.

40.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union or Unions, 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 the employer shall not be required to disclose confidential information disclosure of which, which looked at objectively, would be against the employer's interests.

41. Redundancy

41.1 Definition:

"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 the company's operations or by amalgamation of the company's operation with the operation of another company or resulting from a decrease in business activity.

An employee's position shall not be deemed to be redundant and the employee shall not be retrenched if:

41.1.1 immediately prior to termination he/she is employed on a casual and/or fixed rostered shifts or an 'On Call' basis, fixed-term, or temporary basis.

41.1.2 he/she has voluntarily retired under the provisions of a pension or superannuation scheme.

41.1.3 he/she is offered suitable alternative employment within the company and within reasonable distance of the employees' normal residence.

41.1.4 the closure is attributable to war, earthquake, civil disturbance, strike, stoppage or other industrial action.

41.2 Compensation:

When an employee is made redundant in terms of clause 41.1 above, redundancy compensation shall consist of four weeks Notice in addition to Severance pay as provided for in clause 41.5, with payment calculated on the employee's normal pay rate less any compulsory superannuation component.

41.3 Discussions Before Termination

41.3.1 Where the company 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, the company shall hold discussions with the employees directly affected and with the employee's Union representative. .

41.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of clause 41.3.1 hereof 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.

41.3.3 For the purposes of the discussion the employer 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.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

41.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in clause 41.3.1 hereof 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 the employer may at the employer'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.

41.5 Severance Pay

In addition to the period of notice prescribed in clause 41.2, an employee whose employment is terminated for reasons set out in clause 41.3.1 hereof shall be entitled to an amount of severance pay calculated on the basis of three weeks pay for each completed year plus .25 of a week for each month of a part year to a maximum of 75 weeks. A retrenched employee older than 45 years of age shall receive an additional two (2) week's pay.

41.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in clause 41.3.1 hereof 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 the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

41.7 Alternative Employment

The company, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied if the company obtains acceptable employment for an employee.

41.8 Time off During Notice Period

41.8.1 During the period of notice of termination given by the company an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

41.8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

42. Staff Transfers

Members 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.

43. Flu Vac

The members shall be entitled to Flu Vaccination if they elect to do so. The Flu Vaccination will be sponsored by the company once per annum and be administered at the site on a specified day. Those who are not available on that day will be reimbursed by the company if they visit their doctor.

44. Safety

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 supervisor and to make reasonable and practical suggestions to improve health and safety at work. This includes adherence to policies with respect to avoiding drugs and alcohol at work.

The continued or deliberate breach of any occupational health and safety policies and procedures must be addressed through formal disciplinary procedures, which can result in termination of employment.

Occupational Health and Safety

- a) The personnel and the company agree that health and safety in the workplace is an issue of importance which should be dealt with in a proactive basis.
- b) All personnel are required to maintain a clean working environment in line with agreed competency standards.
- c) All personnel 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 the employer's business of a serious nature, this action may result in a formal warning or summary dismissal.
- d) All personnel within warehouses will comply with the Company's forklift and traffic management policy.
- e) Forklift operators have a responsibility to conduct daily checks to ensure the regular maintenance of the machine that they are operating.

45. Transmission of Business Clause

45.1. Definitions

In this clause:

"business" includes trade, any work process the performance of which is within the scope of this award, occupation, undertaking or establishment and includes any part thereof.

"transmission" and "transmitted" include transfer, conveyance, contracting out, assignment, or succession whether by agreement or by operation of law.

"successor" and "transfer of business" have the same meaning as is ascribed to those words by the *Industrial Relations Act 1996*.

"acceptable alternative employment" shall mean an offer of employment that provides wages and conditions not inferior to those currently received by the employee.

"another party" shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

45.2 Transmission of business or work

45.2.1 Where the Company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the Company will notify the employees who may be affected by the proposed changes and the Unions.

45.2.2 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 it's decision on those employees.

45.2.3 At the same time as the discussions referred to in sub-clause 11.2.2 above, the parties shall commence discussions regarding the proposed transmission of business including discussing the following:

- (a) the reasons for the proposed transmission of business;
- (b) any available alternatives to such transmission of business;
- (c) measures to avoid or minimise the effects on the employees of the transmission of business including the availability of acceptable alternative employment with either or the transmittee of the business.

45.2.3 If the Company has determined to proceed with the transmission of business, then the Company shall:

- (a) 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 persons 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 the Company's premises or upon any other premises.
- (b) make it a condition of any contract that it enters into with another party with respect to the transmission of business that the 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;

45.3 Ongoing Employment

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

PART G

COMMUNICATION

46. Consultation

The parties agree that they will consult each other about matters involving changes to the organisation or workplace practices that impact the employees covered by this agreement. For issues related to interpretation of this agreement, disputes etc., the existing Branch Consultative Committee will be utilised.

47. Dispute Procedure

Subject to the provision of the *Workplace Relations Act 1996*, as amended from time to time, any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:-

- 47.1 Any matter which has been fully discussed between an employee, or employees, and the supervisor and is still in dispute shall be referred to the accredited employee's representative (s) concerned.
- 47.2 The representative (s) shall then discuss the matter with the supervisor concerned and if necessary with senior management on site.
- 47.3 If an issue in dispute cannot be resolved by the above procedure, the accredited employee's representatives shall immediately report the matter to the Union Secretary. Likewise, the authorised management representative will immediately report the matter to Executive Management.
- 47.4 The Union Secretary and Executive Management will then meet promptly to discuss the dispute with the aim of reaching an agreement to resolve the matter. Any agreement reached is to be recorded and complied with by the parties.
- 47.5 If the dispute remains unresolved, the parties, without prejudice as to final settlement, will seek the assistance of the Australian Industrial Relations Commission.
- 47.6 While these procedures are being followed the status quo shall remain. "Status quo" means the situation existing immediately prior to the grievance arising. This will not apply in cases where questions of safety arise, (in which case the parties are to agree on what should occur while the disputes procedure is followed), or in cases where employees dispute the company's dismissal of another employee.
- 47.7 In the case of a bona fide safety dispute where safety of the employees is alleged to be at risk, either the supervisor or an employee can seek assistance from a Health and Safety Representative. (H.S.R.)

An authorised Health and Safety Representative will with line management immediately inspect the situation. If in the H.S.R.'s opinion there is a real hazard, work must stop immediately and must not resume until the hazard has been eliminated and the H.S.R. declared the situation safe. An H.S.R. can seek assistance from appropriate internal or external authorities on any such issue.

In the event of a stoppage of work occurring by reason of a bona fide safety issue, the employer undertakes to make every reasonable endeavour to provide alternative work for employees directly involved.

- 47.8 The Unions undertake that they will not involve the employer in any award dispute or disputes arising in another company including bands and limitations on other companies.

48. Discipline Policy

The following sequence of events for discipline procedures are a guide only. In each case, the member must be given the opportunity to improve in order to correct behaviour and conform to Company policies and procedures.

Step 1. - Verbal counselling by Supervisor with Union Delegate present, diary entry raised and review date set.

Step 2. - First written warning issued by management in the presence of member and Union Delegate and further review date set.

Step 3. - Second written warning issued as above, and possibility of termination of employment discussed.

Step 4. - Member to show cause of why his/her employment should be continued.

Note: Summary Dismissal

Employees found guilty of serious and wilful misconduct may be terminated immediately without the preliminary steps of oral or written warnings, however, they need to be proven and witnessed.

PART H

APPENDICES

APPENDIX 1

Warehouse Staff Pay Scales (38 hour week full time employee)

Date of Increase	Pay rate				
	Entry Level	Pay Rate 2	Pay Rate 3	Pay Rate 4	Pay Rate 5
31/12/2004	634.35	647.18	660.13	673.53	699.87
15/03/05 increase 5%	31.72	32.36	33.01	33.68	34.99
15/01/05 rate	666.07	679.54	693.14	707.21	734.86
15/03/06 increase 5%	33.30	33.98	34.66	35.36	36.74
15/03/06 rate	699.37	713.52	727.80	742.57	771.60

APPENDIX 2

Clerical/Admin Staff Pay Scales (38 hour week full time employee)

Date of Increase	Pay rate			
	Entry	ASF2	ASF3	ASF4
31/12/2004 rate	610.39	631.39	684.09	736.67
15/03/05 increase 5%	30.52	31.57	34.20	36.83
15/03/05 rate	640.91	662.96	718.29	773.50
15/03/06 increase 5%	32.05	33.15	35.91	38.68
15/03/06 rate	672.96	696.11	754.20	812.18

APPENDIX 3

Allowances: All Staff

Date of increase and rate of payment				
Clause No:	Allowance Description	31/12/04	15/03/05 5%	15/03/06 5%
clause 17	First Aid Allowance	\$2.32 per day	\$2.44 per day	\$2.56 per day
clause 19	Meal Allowance	\$9.87	\$10.36	\$10.88
clause 20	Stock Picker Allowance	\$0.00 per week	\$10.00 per week	\$10.50 per week

APPENDIX 4

Competency Structure - Warehouse Staff

What are ASF levels?

ASF Level 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.

National warehousing competency standards are based on ASF levels 1 through 5, as defined in the National Warehousing and Distribution Competency Standards.

How ASF levels are used to group competencies

The table below demonstrates the progression of autonomy, supervision, tasks and skills from ASF Level 1 through ASF Level 4.

ASF Level 1 (Entry Level) (Pay Rate 1)	ASF Level 2] (Pay Rate 2)	ASF Level 2] (Pay Rate 3)	ASF Level 3 (Pay Rate 4)	ASF Level 4 (Pay Rate 5)
(First 13 Weeks) Constant supervision	(After 13 weeks service & competency assessment) Direct supervision, with autonomy when working in teams	(Assessed competency in four positions from ASF Level 2, Pay Level 2.) Direct supervision, with autonomy when working in teams	(Management Appointment. If all things are equal the seniority applies.) Limited supervision. Broad guidance and autonomy when working in teams May be responsible for the work of others	(Management Appointment.) Work performed without supervision, but general guidance on progress and outcomes Work of others supervised, or teams guided or facilitated Responsible for the organisation of others' work
Narrow range of tasks and roles	A range or tasks and roles Choice of actions are clear with limited complexity in the choice	A range or tasks and roles Choice of actions are clear with limited complexity in the choice	Broad range of skills and or specialist skills Some complexity in the extent of choice and actions	Application of knowledge with depth and a broad range of skills
Established routines, methods and procedures	Established routines, methods and procedures with limited discretion and judgement	Established routines, methods and procedures with limited discretion and judgement	Established routines, methods and procedures where some discretion and judgement is required for both self and others	Established routines, methods and procedures where discretion and judgement is required for both self and others

How ASF levels can relate to Mayne Pharmacy positions

The table below provides some examples of how this may relate to the Mayne Pharmacy workforce. These positions are indicative only.

ASF Level 1, Pay Level 1 (Entry Level)	ASF Level 2, Pay Rate 2	ASF Level 2, Pay Rate 3	ASF Level 3, Pay Rate 4	ASF Level 4, Pay Rate 5
(Entry level for the first 13 weeks of employment.)	(After 13 weeks of service and competency assessment) Assembler Despatcher Packer Replenishment Tote Handling Stocktaking Fridge Assembly Mini Bulk Bulk Assembly	(Assessed competency in four positions from ASF Level 2, Pay Level 2.) Third Party Assembly Goods Matching Credits	(Management appointment. If all things are equal then seniority applies.) Forklift Operator Line Starter Driver DDA assembly ARQ Maintenance Fridge Coordinator Receiving Clerk Cyclic Counter	(Management appointment) Team Leader Stock controller Warehouse KPI's Administrator

Key Result Areas

For the Mayne Pharmacy environment, the following Key Result Areas have been chosen to group like competencies:

- Processes and Systems (PS)
- Warehousing (WH)
- Administration (AD)
- Workplace Safety (WS)
- Teamworking (TW)

How to read a Competency Standard

A B CC - Competency Title	
A - Key - A discrete component within a standard. It refers to the activities conducted. Result Area Code The title should be written in output terms and be accurate and concise.	
B - ASF Level Number (refer above)	
CC - Unit of Competency Number (sequential)	
Key Actions	Performance Criteria
Key Actions are the building blocks of the unit of competency. They describe in output terms tasks an employee is able to do.	Performance Criteria are statements which specify the level of performance. These criteria can then be used as an assessment guide and also provide assistance with training and development.
Variables - Variables define the boundaries to which the competency apply. They also provide a link to workplace documentation, such as SOP's, legislation and technical manuals.	
Variables relate to the unit as a whole.	

APPENDIX 5

Competency Structure - Clerical/Admin Staff

What are ASF levels?

ASF Level 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.

National warehousing competency standards are based on ASF levels 1 through 5, as defined in the National Warehousing and Distribution Competency Standards.

How ASF levels are used to group competencies

The table below demonstrates the progression of autonomy, supervision, tasks and skills from ASF Level 1 through ASF Level 4.

ASF Level 1 (Entry Level) (Pay Rate 1)	ASF Level 2] (Pay Rate 2)	ASF Level 3 (Pay Rate 3)	ASF Level 4 (Pay Rate 4)
Constant supervision (First 13 Weeks)	(After 13 weeks of service and competency assessment) Direct supervision, with autonomy when working in teams	(Management appointment. If all things are equal then Seniority applies). Limited supervision. Broad guidance and autonomy when working in teams May be responsible for the work of others	(Management appointment.) Work performed without supervision, but general guidance on progress and outcomes Work of others supervised, or teams guided or facilitated Responsible for the organisation of others' work
Narrow range of tasks and roles	A range or tasks and roles Choice of actions are clear with limited complexity in the choice	Broad range of skills and or specialist skills Some complexity in the extent of choice and actions	Application of knowledge with depth and a broad range of skills
Established routines, methods and procedures	Established routines, methods and procedures with limited discretion and judgement	Established routines, methods and procedures where some discretion and judgement is required for both self and others	Established routines, methods and procedures where discretion and judgement is required for both self and others

How ASF levels can relate to Mayne positions

The table below provides some examples of how this may relate to the Mayne workforce. These positions are indicative only.

ASF Level 1 (Entry Level)	ASF Level 2	ASF Level 3	ASF Level 4
Entry level for the first 13 weeks of employment. Customer Service Operator	Customer Service Operator Receiving Clerk Receptionist	Customer Service Operator Operator Trainer Accounts Payable Clerk Credits Administrator Warehouse Administrator Accounts Receivable Clerk	Team Leader Buying Coordinator

Note: The parties agree to establish clerical ASF levels within the first 12 months of the Agreement.

Key Result Areas

For the Mayne environment, the following Key Result Areas have been chosen to group like competencies:

Processes and Systems (PS)

Administration (AD)

Customer Service (CS)

Workplace Safety (WS)

Teamworking (TW)

How to read a Competency Standard

<p>A B CC - Competency Title</p> <p>A - Key - A discrete component within a standard. It refers to the activities conducted. Result Area</p> <p>Code - The title should be written in output terms and be accurate and concise.</p> <p>B - ASF Level Number (refer above)</p> <p>CC - Unit of Competency Number (sequential)</p>	
<p>Key Actions</p> <p>Key Actions are the building blocks of the unit of competency. They describe in output terms tasks an employee is able to do.</p>	<p>Performance Criteria</p> <p>Performance Criteria are statements which specify the level of performance. These criteria can then be used as an assessment guide and also provide assistance with training and development.</p>
<p>Variables - Variables define the boundaries to which the competency applies. They also provide a link to workplace documentation, such as SOP's, legislation and technical manuals.</p> <p>Variables relate to the unit as a whole.</p>	

APPENDIX 6

Mayne Pharmacy Competency Standards Guide

Administration (AD)	AD201 Operate office Equipment		AD401 Purchase and install office equipment
	AD202 Deliver banking documents	AD302 Manage debtors exposure	
	AD203 Prepare and process financial documentation	AD303 Input into monthly management reporting	
	AD204 Produce and distribute operating reports	AD304 Coordinate branch computer activities	AD404 Manage branch computer activities
	AD205 Assist with promotional activities	AD305 Coordinate promotional activities	AD405 Manage promotional activities
		AD306 Coordinate local buying activities	AD406 Manage local buying activities
	AD207 Operate reception		
	AD208 Process orders	AD308 Process special orders	AD408 Coordinate customer service activities
		AD309 Maintain product and pricing information	
	AD210 Prepare and provide payroll information	AD310 Maintain personnel and payroll information	
	AD211 File and store documentation		
	AD212 Handle incoming and outgoing mail		
	AD213 Provide secretarial support		
	AD214 Resolve PDE enquires	AD314 Coordinate electronic ordering activities	AD414 Install, test and train electronic order in equipment
	AD215 Order stationery		

	supplies		
Customer Service (CS)	CS201 Respond to customer requests	CS301 Practice and promote customer service	CS401 Manage internal and external customer relations
		CS302 Practice supplier relations	CS402 Manage supplier relations
Workplace Safety (WS)	WS201 Practice and monitor correct manual handling	WS301 Practice and promote correct manual handling	WS401 Manage, practice and promote correct manual handling
	WS202 Clean and maintain work area and equipment		WS402 Manage and maintain work area and equipment
	WS203 Follow and monitor safe work practices	WS303 Identify and manage unsafe work practices	WS403 Identify and act on unsafe work practices
		WS304 Drive safely and professionally on public roadways	
			WS405 Coordinate workers compensation activities
Teamworking (TW)	TW201 Team membership	TW301 Encourage learn development	TW401 Coordinate team activities
	TW202 Communicate effectively	TW302 Communicate effectively	TW402 Communicate and respond effectively
	Tw203 Maintain and develop competencies	TW303 Develop other team members workplace competencies	TW403 Identify and develop workplace competencies

Mayne Pharmacy Competency Standards Guide

Key Result Area	ASF Level 2	ASF Level 3	ASF Level 4
Processes and Systems (PS)	PS201 Operate within and review Mayne Pharmacy processes and systems	PS301 Revise processes and systems	PS401 Design and implement processes and systems
	PS202 Use the VAX computer system	PS302 Use and maintain VAX computer systems	PS402 Assist in computer system design and implementation
	PS203 Basic personal computer operation	PS303 Advanced personal computer Operation	
Warehousing (WH)	WH201 Prepare for assembly		
	WH202 Pick and assemble an order (bin, bulk, or promotional)	WH302 Coordinate line starting activities	WH402 Coordinate assembly process
	WH203 Pick and assemble a dangerous drugs order	WH303 Coordinate dangerous drugs activities	
	WH204 Locate storage area and product		
	WH205 Check and monitor stock	WH305 Control warehouse stock	WH405 Manage warehouse stock
	WH206 Pre-packing coordination		
	WH207 Package in order		
	WH208 Despatch orders	WH308 Coordinate dispatch of orders	WH408 Coordinate packing and dispatch process
	WH209 Prepare for delivery	WH309 Deliver local/metropolitan orders	
	WH210 Operate motorised handling equipment		
	WH211 Operate non- motorised handling equipment		

	WH212 Operate datamobil equipment	WH312 Maintain warehouse automation equipment	WH412 Manage warehouse automation equipment
	WH213 Receive and unload stock		
	WH214 Process and received stock	WH314 Process receiving paperwork	WH414 Coordinate receiving process
	WH215 Replenish stock		
	WH216 Process goods for credit	WH316 Coordinate claims for credit	
	WH217 Handle damaged, returned or claimed goods		
	WH218 Participate in stocktakes	WH318 Coordinate stocktake activities	

PART I

DECLARATION AND SIGNATORIES

Signed for and on behalf of Mayne Group Limited, on this 29 day of 2005

Signed

Witnessed by:

Signed for and on behalf of the National Union of Workers, New South Wales Branch

on this 22nd day of March 2005

Signed:

State Secretary

Witnessed by:

Signed for and on behalf of the Shop, Assistants and Warehouse Employees' Federation of Australia,
Newcastle and Northern, New South Wales

on this 6th day of April 2005

Signed:

Branch Secretary:

Witnessed by: