

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

**Australian Municipal, Administrative, Clerical and Services Union and Symbion Pharmacy Services
Pty Ltd**
(AG2006/4168)

**SYMBION PHARMACY SERVICES (VICTORIA), CLERICAL & ADMINISTRATIVE STAFF
ENTERPRISE AGREEMENT 2006**

Clerical industry

COMMISSIONER RICHARDS

BRISBANE, 4 APRIL 2006

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 3 April 2006 and shall remain in force until 31 March 2009.

BY THE COMMISSION:

COMMISSIONER

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**SYMBION PHARMACY
SERVICES (VICTORIA)
CLERICAL &
ADMINISTRATIVE STAFF**

ENTERPRISE AGREEMENT 2006

PART A - AGREEMENT FORMALITIES

1. Title

This agreement shall be known as the Symbion Pharmacy Services (Victoria), Clerical & Administrative Staff Enterprise Agreement 2006.

2. Scope and Parties Bound

This Agreement shall be binding upon Symbion Pharmacy Services Pty Ltd, (the Employer), the Australian Services Union (the union) and its officers and all those employees, whether members of the union or not, who are from time to time employed by the employer in the Clerical & Administrative occupations of Clerks, Receptionists, Customer Service Officers, but not warehouse, driving or cleaning functions.

3. Locality

This Agreement shall apply only in respect of the employment of persons by the employer in the warehouses of the employer situated at 48-58 Overseas Drive, Noble Park.

4. Duration, Renewal and Decision

This agreement shall come into force from the 1st of April 2006 and shall remain in force until 31st March 2009. The parties agree to commence negotiations on the renewal of this agreement no later than the first day of February 2009.

5. Relationship to Parent Award

The terms and conditions of this Agreement shall be read in conjunction with the terms and conditions of the Clerical and Administrative Employees (Victoria) Award 1999 as it stood at 31 March 2006. Where there is an inconsistency between the Parent Award and this agreement then the terms of this agreement will prevail.

6. 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 through a consultative process.

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

- a. flexible working hours which enable the business to meet customer needs;
- b. improve personal and business performance;
- c. the parties also agree that the objectives will not be limited to the measures set out in this clause. 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.

7. 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.

8. 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.

"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 72 and a maximum of 128 hours per four week period, to be worked to suit business needs. (Refer Part B, clause 11).

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

"The Union" means the Australian Services Union.

"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

9. Anti-Discrimination

9.1 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.

9.2 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.

9.3 Nothing in this clause is to be taken to affect:

9.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

9.3.2 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.

9.4 Nothing in this clause is to be taken to prevent:

9.4.1 A matter referred to in Part a subclause 9.1 from being a reason for terminating employment if the reason 4 based on the inherent requirements of the particular position.

9.4.2 A matter referred to in Part A subclause 9.1 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.

10. Contract of Employment

10.1 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 Part F subclause 38.1.1 by either party or by the forfeiture or payment of pay equivalent to the notice period in Part F subclause 38.1.1, but nothing herein contained shall affect the employer's right to dismiss an employee without notice for misconduct, malingering, incompetency or other sufficient cause, nor the

employees rights under the Workplace Relations Act 1996.

10.2 Promotions/Transfers

All appropriate vacancies will be advertised internally as well as externally, as deemed appropriate by the company.

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 counselled by management as to the reason for the decision.

11. Part Time Employment

11.1 An employee may be engaged by the week on a part-time basis for a minimum of 18 hours/week on a flexible basis as agreed with Management and confirmed in writing. Part-time employees would work up to 32 hours/week on a regular basis. Averaged over four weeks, part-time (employees would work a minimum of 72 hours up to a maximum of 128 hours.

11.1.1 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.

11.2 All employees engaged on a part-time basis:

11.2.1 Shall be paid the same hourly rate as permanent employees for the class of work performed.

11.2.2 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 Part C, clauses 20 and 21 which shall be payable in full.

12. Casual Employment

12.1 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-five per cent than the appropriate ordinary hourly rate plus an amount equivalent to one twelfth of their normal hourly rate in lieu of annual leave.

12.2 Work performed by casual workers in or during overtime, shall be paid for at the appropriate rate prescribed in Part D, Clause 26 and Appendix 1

12.3 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.

12.4 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 Part D, Clause 24).

12.5 Transfer of existing full time and part time employees to casual work would normally be done on the request of the employee and such request must be in writing.

13. Contract Employment

13.1 An employee may be engaged for a specific task or time frame under the terms of an arrangement agreed to by the employer and the contractor.

13.2 Remuneration conditions will apply as per Part H, Appendix 1.

13.3 It is not the intention of the employer to contract all employees and contract labour shall be used to cover all forms of leave, specific tasks and to provide the employer with greater flexibility in the use of labour.

13.4 Specific tasks includes special projects and duties outside normal clerical and administrative staff job profiles.

13.5 Greater flexibility means up to 20% of the workforce excluding all forms of leave and specific task contractors.

PART C - REMUNERATION

14. 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 & administrative functions - including processing orders and credits.

Operation of computer equipment. Receptionist.

15. 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 consistent with the company's obligations under Victorian and Federal OH&S legislation as amended from time to time.

Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Part G Clause 44 (Dispute Procedure) following prior consideration of the issue in accordance with the consultative mechanism in Part G, Clause 43.

16. Wages

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

16.2. Employees will be paid on Wednesday at the prescribed rate for all time worked for the job done up to and including the previous Sunday.

16.3 Any authorised absence with pay from work will be paid at the employee's ordinary rate of pay

16.4. Payment of wages will be on a fortnightly 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.

16.5. Hourly rates shall be calculated by dividing the appropriate weekly rate by thirty six.

16.6. Total fortnightly wages shall be calculated to the nearest ten cents, any fraction not exceeding four cents to be disregarded.

17. Superannuation

As per Company Policy as amended from time to time, but not less than relevant legislation governing superannuation.

18. Mixed Functions

18.1. An employee engaged on duties carrying a higher rate than that of their ordinary classification for more than two hours on any day shall be paid at the appropriate higher rate for the whole of that day. Each day shall stand alone, the higher rate being paid for actual days worked only.

18.2. 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.

19. Clothing

The employer shall provide financial assistance or provide uniforms in accordance with Company Policy as amended from time to time to each employee to enable the purchase of Company uniforms, provided that this shall not negate the employer's obligations pursuant to Federal and Victorian OH&S legislation as amended from time to time.

20. 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.

20.1. Employees will be reimbursed for the use of their vehicle at the rate provided by the Metal Trades Award 1984, which is currently 52 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.

20.2. 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

20.2.1. the instance between home and the location, or

20.2.2. the distance between place of employment and the location

20.2.3. 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.

21. Meal Allowance

21.1. An employee called upon to work overtime exceeding 1.5 hours or after 6.30 p.m. 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 supplied by the employer or be paid a meal allowance of \$ 9.50.

21.2. All meal monies due will be paid through the payroll system and wherever possible in advance.

PART D - HOURS OF WORK

22. Hours

22.1. Normal Business

The ordinary hours of work shall be an average of 36 hours per week to be worked on the following basis:-

22.2. Ordinary Hours

Ordinary hours of 8/day, shall be worked between the hours of 6.00am and 6.00pm on Monday to Friday inclusive, with an unpaid period for lunch not less than 30 minutes, nor more than one hour each day, to be taken no later than 5 hours from commencement of shift. Lunch would normally be taken between 11.00am and 2.00pm.

22.2.1 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.

22.3. Lunch Breaks

Lunch breaks may be staggered to meet business needs by mutual agreement. Employees will adjust the time of taking lunch to meet work demands.

22.4. Stocktake - (Twice Yearly)

Employees will make themselves available for work on the stocktake on the Saturday to 3.00pm except when on prior approved leave or in the case of agreed extenuating circumstances. Payment of wages will still be obtained as per Part C, Clause 14 of this agreement.

23. Rostered days off

An employee working a 36 hour week with Rostered Days Off will take the RDOs at a time mutually agreed to between employer and employee.

An employee who notifies the employer in writing may forego one or both RDOs and be paid the extra time worked at ordinary rates, providing that such change shall remain in force for a minimum of 12 months, at which time the employee may advise the employer of his/her wish to resume one or both RDOs with the appropriate change in pay.

24. Saturdays/Sundays/Public Holidays

3.1. 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.

24.2. Sunday Work

All work performed by employees (other than shift workers) on a Sunday shall be paid for at the rate of double time (2x).

24.3. Public Holidays

24.3.1. All employees on a weekly contract of hiring shall be entitled to all gazetted Victorian 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.

24.3.2. All work performed by employees on a weekly contact of hiring on a gazetted public holiday shall be paid for at the rate of double time and a half (2.5).

24.3.3. 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 three hours work at the appropriate rate, or in the case of supply of ethical medicines as otherwise agreed between the employee and the employer.

24.4 Rostered Day Off

24.4.1. 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.

24.4.2. In the event that an employee is required to work on a rostered day off, he/she shall be allowed to take an alternative day off at a mutually agreeable time.

25. Shift Work

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

152 hours within a period not exceeding twenty-eight consecutive days. (36 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.

26. Overtime/TOIL.

26.1 (Refer Part A, 8 & Part D, 22) Over time rates will apply to all time worked in excess of 8 (7.5 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 three hours and double time thereafter, provided that in the calculation of overtime each day's work shall stand alone.

26.2 An employee working overtime shall be allowed a paid rest period of fifteen minutes, with pay at the appropriate rate, after each three hours of overtime worked.

26.3 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours work at the appropriate rate.

26.4 Overtime shall be worked on a mutually agreeable basis between the employer and the employee.

26.5 The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 36.

26.6 Time Off In Lieu of Payment for Overtime

26.6.1 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 twelve (12) months of the said election.

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

26.6.3 If, having elected to take time as leave in accordance with subclause (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 twelve (12) month period or on termination.

26.6.4 Where no election is made in accordance with subclause 26.6.1, the employee shall be paid overtime rates in accordance with this agreement.

27. Rest Period

Employees shall be entitled to a rest break in the employer's time not exceeding ten in the morning and ten minutes in the afternoon, to be counted as working time and taken at a time fixed by the employer, provided that such breaks shall not be taken within one hour of a meal break, except by mutual agreement and not within one hour of starting or ceasing work.

PART E - LEAVE

28. Annual Leave

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 or as mutually agreed between the manager and the employee. Changes to this due to unusual situations or circumstances will be allowed on approval from management.

28.1 Leave Loading 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.

In addition to the above payment prescribed by Part E, Clause 28 hereof, each employee shall be paid a loading of 17.5% calculated on the rates prescribed by the appropriate wages clauses in this agreement. The loading prescribed by this subclause shall not apply to proportionate leave on termination.

28.2. 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.

28.3. Where a Public Holiday falls during an employee's leave, an additional day shall be added to the employees leave.

29. Sick Leave

29.1 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.

29.2 Employees shall, at least one hour before the commencement of normal start time or 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.

29.3 Employees who fail to notify their supervisor of their inability to attend work, will be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

29.4 Employees who take sick leave for more than two consecutive working days or on a day immediately preceding or succeeding either a weekend or public holiday or RDO will be required to produce a medical certificate for such period of absence. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

29.5 Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be given adequate time to demonstrate improvement. 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 request an employee to provide acceptable evidence of illness at any time or to summarily dismiss an employee for serious and wilful misconduct.

30. Long Service Leave

From the commencement of this agreement Long Service Leave will accrue and be payable at the rate of 13 weeks after ten years service. Pro rata payment can be made after 7 years service. All other matters relating to long service leave shall be in accordance with the Victorian Long Service Leave Act, as amended from time to time.

31. 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 or daughter-in-law. 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.

32. Parental Leave (Full time and Part time staff)

From the commencement of this agreement the following Parental Leave provisions will apply:

32.1 Maternity Leave

Employees proceeding to take Maternity Leave shall receive payment for 12 weeks at their normal weekly rate of pay.

32.2 Paternity Leave

Employees proceeding to take Paternity Leave will receive payment of 1 weeks wage at their normal weekly rate of pay.

32.3 All other Parental Leave provisions will be in accordance with determinations of the Australian Industrial Relations Commission, the Workplace Relations Act and the Parent Award as amended from time to time.

33. Jury Service (Full time and Part time 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.

34. Carers Leave (Family Leave)

As per Company Policy as amended from time to time, but at no time less than that contained in the Parent Award as it stood at 31 March 2006.

35. 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

36. No Extra Claims

It is a term of this agreement that the parties undertake, not to pursue any extra claims during the life of this agreement.

37. Training

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 the appropriate competency standards.

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. Termination of Employment (Full time and Part time staff)

38.1 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.

38.1.1 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

38.1.2 In addition to the notice in Part F, Subclause 38.1.1 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.

38.1.3 Payment in lieu of the notice prescribed in Part F, subclause 38.1.1 and/or Part F, subclause 38.1.2 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.

38.1.4 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.

38.1.5 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.

38.1.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by Part E, Clause 28

38.2 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 any 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.

38.3 Time off during Notice Period

Where the company has given notice of termination to an employee, the employee shall be allowed up to one days 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.

38.4 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 and the reason for termination.

38.5 Instant or Summary Dismissal

Notwithstanding the provisions of Part F, subclause 38.1.1 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 this wages shall be paid up to the time of dismissal only. In this event, the provisions of Part F, subclause 38.3 will not apply.

39. Introduction of Change

39.1 Notification of Intended Changes

39.1.1 Where the 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 (and their representatives as appropriate) who may be affected by the proposed changes.

39.1.2 "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.

39.2 Consultation with Employees and their Representatives

39.2.1 The employer shall discuss with the employees affected and their employee representatives, among other things, the introduction of the changes referred to in sub-clause 39.1.1 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 representatives in relation to the changes

39.2.2 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 subclause 39.1.1 hereof.

39.2.3 For the purposes of such discussion, the employer shall provide in writing to the

employees concerned and their representatives, 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.

40. Redundancy (Full time and Part time staff)

40.1 Definition:

"Retrenched 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, transfer of location 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 shall not be deemed to be in a redundant position if.

40.1.1 immediately prior to termination he/she is employed on a casual, fixed-term, or temporary basis;

40.1.2 he/she has voluntarily retired under the provisions of a pension or superannuation scheme;

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

40.2 Discussions Before Termination

40.2.1 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 retrenchment, the company shall hold discussions with the employees directly affected and/or with the employee's representative.

40.2.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of Part F, subclause 39.1.1, 7.3.1 hereof and shall cover any reason for the proposed retrenchments, measures to avoid or minimise the number of retrenchments and measures to mitigate any adverse effects on the employees concerned.

40.2.3 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 retrenchments including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments 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.

40.3 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in Part F, subclause 39.1.1 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 retrenched, 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.

40.4 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Part F, subclause 39.1.1 an employee whose employment is retrenched shall be entitled to an amount of severance pay. Redundant employees shall receive payments as follows:

40.4.1 An employee whose employment is terminated for reasons set out in Part F, subclause 39.1 in circumstances involving the total closure or unreasonable relocation of a facility shall be entitled to the following in respect of a period of continuous service:

* Four weeks severance pay paid on termination.

* Four weeks pay for each year of service or part thereof.

- * Payout of all accrued sick pay.
- * Payout of long service leave from commencement of service.
- * All annual leave entitlements and pro-rata annual leave loading of 17.5%.
- * Five days leave to attend interviews during the notice period, subject to prior notification to the employer and subject to Part F, subclause 40.7.1

Calculations of "weeks pay" are based on the employees weekly base wage.

40.4.2 An employee whose employment is terminated for reasons set out in Part F, subclause 39.1 in circumstances not involving the total closure or unreasonable relocation of a facility shall be entitled to the following in respect of a period of continuous service:

- * Four weeks severance pay paid on termination.
- * Four weeks pay for each year of service or part thereof (capped at 104 weeks)
- * Payout of 50% of accrued sick pay up to a maximum of \$6500 for employees under 45 years of age.
- * Payout of 75% of accrued sick pay up to a maximum of \$10000 for employees 45 years of age and above.
- * Payout of long service leave for employees with 4 years and above service.
- * All annual leave entitlements and pro-rata annual leave loading of 17.5%.
- * Five days leave to attend interviews during the notice period subject to prior notification to the employer and subject to Part F, subclause 40.7.1

Calculations of "weeks pay" are based on the employees weekly base wage.

40.4.3. Redundant employees will be supplied with a written reference and statement of termination.

40.5 Obligations

If a redundancy agreement whose conditions are superior to those contained in this agreement is finalised with employee groups on the same site in the future then those conditions will automatically apply to employees covered by this agreement.

40.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in Part F, subclause 39.1.1 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.

40.7 Time off During Notice Period

40.7.1 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeing 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.

40.8 Transmission of Business

40.8.1 Where the business is before, on or after the date of this Agreement transmitted from the company (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the Transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

40.8.2 the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

40.8.3 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee, and

40.8.4 no redundancy/retrenchment will have occurred as a result.

40.8.5 In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

41. Relocation of Business

41.1 Employees required to relocate to a site other than the current Noble Park site will have the following options in relation to such relocation:

41.2 Relocation with all entitlements and job status intact.

41.3 Redundancy based on the appropriate package as contained in the current EBA, provided that the prospect of relocation is unreasonable.

41.4 Employees who wish may also seek to swap positions with an employee for whom relocation is an option should it be acceptable to the original employee, the second employee and management.

41.5 Should there be a requirement to discuss any other matters relating to the relocation, the parties will discuss such matters at the appropriate time.

42. Salary Sacrifice

The parties agree that they will, during the life of this agreement, examine ways of providing salary sacrifice options for employees particularly in relation to superannuation.

PART G - COMMUNICATION

43. 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

44. Dispute Procedure

Any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:

44.1. 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.

44.2. The representative (s) shall then discuss the matter with the supervisor concerned and if necessary with senior management on site.

44.3. If an issue in dispute cannot be resolved by the above procedure, the employee and/or the employee's representative and the authorised management representative will immediately report the matter to Executive Management.

44.4. The Employee and/or the Employees Representative 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 compiled with by the parties.

44.5. If the dispute remains unresolved, the parties, will seek the assistance of the Australian Industrial Relations Commission for conciliation and, if necessary, arbitration

44.6. While the above procedure is being followed work shall continue normally, excepting in the case of a bona fide safety dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause

44.7. 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.Rs 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.

45. Staffing Levels

The parties agree that during the life of this agreement from time to time, depending on operational peaks and troughs, there may be a need to examine staffing levels within the relevant areas of coverage of this agreement.

Should this need arise the parties agree to discuss and if necessary implement any agreed change to improve staffing levels as required.

Further to this it is agreed that no clerical administrative work as currently performed at the Noble Park site will be outsourced to a third party within or external to the Noble Park site.

PART H - APPENDICES

Appendix 1

Clerical/Admin Staff

At the time of the making of this agreement the following weekly pay rates prevailed for employees covered by the agreement:

- Pay Rate 1 - \$709.70
- Pay Rate 2 - \$727.65
- Pay Rate 3 - \$777.70

From the commencement of this agreement employees who are a party to the agreement shall receive wage increases as follows:

- 1 April 2006
- 1 April 2007
- 1 April 2008

Such wage increases will be solely based on the annual national CPI figure, as published by the Australian Bureau of Statistics, for the previous 12 month period ending the December quarter in each of the abovementioned years.

DECLARATION AND SIGNATORIES

For and on behalf of Symbion Pharmacy Services:

Witnessed by:

For and on behalf of the Australian Services Union:

Witnessed by: