

ENTERPRISE AGREEMENT

NO: E.A. 265 /1993

DATE REGISTERED: 1-9-93

PRICE: \$ 46-00

An Enterprise Agreement made pursuant to the NSW Industrial Relations Act 1991 ("the Act") in accordance with the provisions of sections 115–142 of the said Act, entered into between Beiersdorf Australia Limited – Medical Operations Division ("the company"), the employees at the company's operation at 63 Britton Street, Smithfield and the National Union of Workers, New South Wales Branch ("the union").

It is agreed by and between the company, the employees and the union that this agreement shall be filed as an enterprise agreement in accordance with the Act.

1. TITLE

This agreement shall be known and referred to as The Beiersdorf Australia Ltd – Medical Operations Division Enterprise Agreement.

2. ARRANGEMENT OF CLAUSES

This agreement is arranged as follows:

<u>Clause Number</u>	<u>Subject Matter</u>
1	Title
2	Arrangement of Clauses
3	Definitions
4	Contract of Employment
5	Grievance and Disputes
6	First Aid Attendants
7	Hours of Duty
8	Rest Time
9	Motor Vehicle Allowance
10	Overtime
11	Meals
12	Holiday and Sunday Work
13	Sick Leave
14	Bereavement Leave
15	Jury Service
16	Blood Donors
17	Annual Leave
18	Loading on Annual Leave
19	Parental Leave
20	Payment of Wages
21	Protective Clothing
22	Shop Stewards
23	Notice Board
24	Certificate of Service
25	Superannuation
26	Flexibility
27	Training
28	Consultative Committee
29	Basis of Agreement
30	No Extra Claims
31	Area, Incidence and Duration
Appendix A	Wage Rates, Allowances and Classification Structure

3. DEFINITIONS

In this Agreement:

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

"Casual employee" means an employee engaged and paid as such.


"Night shift" means any shift finishing after midnight and at or before 8.00am.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.

"Weekly Employee" means all persons employed on a permanent basis.

4. CONTRACT OF EMPLOYMENT

- a. Employment of permanent employees during the first three weeks of service shall be from day to day at the weekly rate terminable on a days notice by either side. Provided that the company shall indicate, in writing, to an employee, at the time of engagement, whether they are being engaged as a casual employee or on a permanent basis.
- b. Subject as provided elsewhere in this award, employment shall be terminated by a week's notice on either side given at any time during the week or by payment of forfeiture, as the case may be, of an amount equal to 1 week's wages.
- c. The periods of notice and payment in lieu can be altered by mutual agreement by the company and an individual employee.
- d. For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
 - i. Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer.
 - ii. Any absence with reasonable cause, proof of which shall be on the employee. The employee shall inform the employer in writing, if practicable, within 24 hours of absence from duty, the reason for and estimated time of such absence.
- e. Employees recognise and support the company's efforts to meet requirements in respect of customer service and quality standards consistent with Good Manufacturing Practice and the Therapeutic Goods Act 1989. After necessary training, employees will at all times comply with the requirements of the Therapeutic Goods Act and any successor thereto.



- f. Notwithstanding other provisions in this clause, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up till the time of dismissal only.
- g. Termination shall not be unjust, harsh or unreasonable.
- h. Abandonment of Employment
 - i. The absence of an employee from work for a continuous period exceeding 2 working days without the consent of the company and without notification to the company in accordance with subclause (g) hereof shall be prima facie evidence that the employee has abandoned their employment.
 - ii. if within a period of fourteen days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the company that they are absent for reasonable cause, they shall be deemed to have abandoned their employment.
 - iii. Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the later.

- i. Receipt and despatch of goods after normal working hours

Employees and management agree that customer service is critical to the company's future and overtime earnings are important to employees. Accordingly management will take all reasonable steps to ensure that the relevant employee/s is/are rostered to receive and despatch orders. Notwithstanding the above, employees accept that orders may be required to be received or despatched by management outside the normal working hours of the relevant employee/s where such orders are unanticipated. Relevant documentation will be available for monitoring by the Consultative Committee.

5. GRIEVANCE AND DISPUTES PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this agreement shall be in accordance with the following procedural steps.



- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While this procedure is being followed, normal work must continue.
 - (f) The employer may be represented by an Industrial Organisation of Employers and the employees may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

- (ii) Procedure relating to a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While this procedure is being followed, normal work will continue and the status quo will be maintained.
 - (d) The employer may be represented by an Industrial Organisation of Employers and the employees may be represented by an Industrial organisation of Employees for the purpose of each procedure.

6. FIRST AID ATTENDANT AND SAFETY OFFICER

Employees shall from time to time be appointed as first aid attendants or safety officers.

The allowances for these positions which are in addition to wages rates, are prescribed in Appendix A.

7. HOURS OF DUTY

- a. The ordinary hours of work of employees under this agreement shall be 37.5 per week, from Monday to Friday.



- b. Notwithstanding subclause (a), employees will be split into teams each working a 9 day fortnight to enable five days of normal operation each week.
- c. The starting and finishing times for work may be varied by mutual agreement between the company and the majority of the employees concerned.
- d. No penalty or additional payment shall be payable where employees commence and finish work five minutes early in order to assist traffic flow.
- e. Where an employee is late to work, the wages deducted will equate to the number of minutes they are late.

8. REST TIME WASH UP PERIODS

A rest period of ten minutes shall be allowed to all employees in the first half of each day at a time fixed by the company. Provided that the time of taking the rest period may vary at the option of the company, as between employees and provided further that employees shall not leave the department or section in which they are employed without the consent of the employer.

Further, all employees shall wash up outside of work hours.

9. MOTOR VEHICLE ALLOWANCE

An employee who by agreement with the company uses their own vehicle on the company's business shall be paid an allowance as prescribed in Appendix A.

10. OVERTIME

- a. All work done before the starting time and/or after the finishing time fixed in accordance with Clause 7, Hours, Monday to Friday, inclusive or on a Saturday, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter.. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time.

- b. Requirements to work Reasonable Overtime

The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements and perform functions as required by the company at rates applicable to those functions (as defined in Appendix A).

- c. An employee required to work on a Saturday, Sunday or holiday as prescribed in this agreement shall be provided with four hours work or paid for four hours at the appropriate rate.

- d. Transport of Employee

When an employee, after working overtime or a shift for which they have not been regularly rostered, finished work at a time when reasonable means of transport are not available, the company shall provide them with a conveyance to their home, or pay them their ordinary wage for the time reasonably occupied in reaching their home.

- e. Call-back

An employee recalled to work overtime after leaving the company's business premises (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate rate for each time they are so recalled. Provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside their ordinary working hours or where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 11(a) of this agreement.

11. MEALS

- a. An employee who works overtime for more than one hour on any day after the fixed ceasing time shall be paid a meal allowance on such day as prescribed in Appendix A, unless notified on the previous day of the intention to work such overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, that employee shall be paid the allowance. Such payment shall be made at the same time as the wages are paid (or would have been paid had the employee worked such overtime) for the overtime giving rise to the meal allowance.
- b. An interval of not less than 30 minutes shall be allowed for the midday meal, as near as possible to the middle of the day's work.
- c. An employee shall not be compelled to work for more than five hours after commencing their daily shift without a break for a meal.

- d. Any employee required for duty during their usual meal time shall be paid at the rate of time and a half until they are allowed the usual length of time for a meal unless they are allowed to have their meal at their job and are paid at the rate of time and a half during such meal break.

12. HOLIDAY AND SUNDAY WORK

- a.
 - i. The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed.
 - ii. In addition to the holidays specified in subclause (i), of this clause, one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be on the day prescribed in subclause (a) (ii) of clause 22, Holidays and Sunday Work, of the Federal Metal Industry Award 1984, as an additional holiday in New South Wales.

By agreement between the company and the majority of its employees another day may be substituted for the additional holiday prescribed by this subclause.

Provided, that subject to subclauses (c), (d) and (f) of this clause, payment for any holiday shall be at the rates prescribed in Appendix A for the level at which the employee is employed.

- b. Subject to the provisions of paragraph (i), subclause (a) of this clause, if any of the above holidays occur on a Saturday or Sunday and are not observed on any other day, then employees shall not be paid for such Saturday or Sunday.
- c. An employee absent as the result of an accident sustained in the course of their employment or in the periodic journeying to or from their place of employment and who is receiving payment under the Workers' Compensation Act shall not be entitled to payment for any of the holidays prescribed in subclause (a) hereof occurring during such absence, but shall only be entitled to the difference between the payment received for such day under the Workers' Compensation Act and their ordinary wage for the holiday.
- d. An employee absenting themselves from work on any portion of the working day preceding or following a holiday provided for in this clause without a reasonable excuse or without permission from the company shall not be entitled to payment for such holiday.



- e. Any employee who is employed on a Sunday shall for all time worked on that day be paid at the rate of double time and one half. Provided that where, by agreement between the company and an employee/s shift/s are re-arranged to commence on Sunday instead of Monday ordinary rates shall be paid for Sunday work.
- f. An employee who is employed on any holiday provided for in this clause shall for all time worked on that day be paid at the rate of double time and a half.
- g. Daylight Saving

Notwithstanding anything contained elsewhere in this agreement, in any area where by reason of state legislation summer time is prescribed as being in advance of the standard time of the State the length of any shift:

- i. commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- ii. commencing on or before the time prescribed by such legislation for the termination of a summer time period.


Shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant state legislation. In this sub-clause the expressions "standard time" and "summer time" shall bear the same meaning as prescribed by the relevant state legislation.

13. SICK LEAVE

- a. Any weekly wage employee shall be entitled to leave of absence without deduction of pay provided they produce or forward within 48 hours of the commencement of such absence a medical certificate or other evidence satisfactory to the management that the absence was the result of personal accident arising out of or in the course of their employment in respect of which no compensation is payable under the Workers' Compensation Act.
- b. An employee on weekly hiring, after one month's service with their employer, who is absent from work on account of personal ill-health necessitating such absence shall be entitled to leave of absence without deduction of pay subject to the following conditions:
 - i. They shall not be entitled to paid leave of absence for any period in respect of which they are entitled to Workers' Compensation.



- ii. They shall, within 48 hours of the commencement of the absence, produce or forward a medical certificate, or other evidence satisfactory to the management, certifying their inability to attend for duty.
 - iii. Except as herein provided, they shall not be entitled in the first year of employment to leave in excess of 37.5 hours, and 75 hours in the second and subsequent years of employment.

Sick pay entitlement for part day absences shall be calculated on the basis of the number of hours the employee is absent.
 - iv. Subject to the provisions of sub-clause (c) hereof they shall not be entitled in any subsequent year to be paid leave in excess of 75 hours.
 - v. In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only such employee if in the year they have already been allowed paid sick leave on one occasion for one day only, shall not be entitled to payment for the day claimed unless they produces to the company a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident.
 - vi. The entitlement to paid sick leave shall be at the rate prescribed by Appendix A of this award for the occupation in which the employee is employed.
- c.
- i. The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the company in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year but no longer, from the end of the year in which, they have accrued.
 - ii. The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the company until the employee completes three months of employment at which time the payment shall be made.
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- iii. For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the company. Provided that any time so lost shall not be taken into account in computing qualifying period of three months.
- iv. Service before the date of this agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by this clause.

14. BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence within eight weeks of the death of the employee's husband, wife, father, mother, brother, sister, child, step-child, parents-in-law or grandparents. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother. Provided that this clause shall have no application where it coincides with any other period of leave.

15. JURY SERVICE

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they will have received in respect of the ordinary time they will have worked had they not been on jury service. An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

16. BLOOD DONORS

A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than four occasions in each twelve months. Provided an employee shall not be entitled to payment with respect to time lost in excess of two hours on each occasion.

17. ANNUAL LEAVE

(See new South Wales Annual Holidays Act, 1944).

18. LOADING ON ANNUAL LEAVE

During a period of annual leave an employee shall receive a loading of 17 and 1/2% calculated on the rate of wage prescribed by Appendix A of this agreement.

Notwithstanding anything elsewhere provided an employee engaged on shift work shall receive the average shift rates as appropriate according to the respective full roster cycle preceding going on leave or a loading of 17 and 1/2% calculated as in the preceding paragraph, whichever is the greater.

The loading prescribed in this clause shall not apply to proportionate leave on termination.

19. PARENTAL LEAVE

(See the Industrial Relations Act 1991).

20. PAYMENT OF WAGES

- a. Wages shall be paid not later than Thursday in each fortnight for wages up to 4.00pm on the immediately proceeding Tuesday, provided that where a holiday prescribed in this Agreement is observed on the Tuesday, Wednesday or Thursday immediately preceding the pay-day, wages shall be paid not later than Friday of that week unless some other agreement is reached between an employee/s and the company.
- b. The company shall not keep more pay in hand than has accrued to any employee up to the end of the second Tuesday in each fortnight.
- c. All wages shall be paid by Electronic Funds Transfer to a bank account nominated by the employee in accordance with sub-clause (a) of this clause.
- d. Any employee leaving on proper notice or dismissal shall be paid their wages on leaving or being dismissed; provided that when an employee is dismissed outside ordinary office hours they shall be paid not later than 10.00am the next working day.

21. PROTECTIVE CLOTHING

Any employee engaged on acid vats or on reclaiming or washing raw rubber or in wet places, and also cleaning or dusting or other work that requires protective clothing shall be supplied with an apron or overalls and rubber or, other suitable boots free of charge. Provided that where uniforms are provided by the company employees will maintain and launder such uniforms at their own expense.

22. SHOP STEWARDS

An employee appointed shop steward in the factory, shop, department or section in which they are employed shall, upon notification thereof to the company, be recognised as the accredited representative of the union to which they belong and they shall be allowed the necessary time during working hours to interview the company or its representative on matters affecting employees whom they represent.

23. NOTICE BOARD

- a. A notice board shall be provided in some prominent position at the work place.
- b. Any notice previously approved by the company or its representative may be posted on such notice board.
- c. A copy of this agreement and every variation thereof shall be provided pursuant to subclause (a) hereof not later than 28 days after the date of issue of such agreement or variation thereof.


24. CERTIFICATE OF SERVICE

An employee shall be entitled on termination of service to a certificate of length of service with the company and the nature of the work which the employee was employed upon. Provided this clause shall not apply in the case of instant dismissal or abandonment of employment.

25. SUPERANNUATION

a. Definitions

In this clause the following definitions shall apply:

- i. "L.U.C.R.F." shall mean the Labor Union Co-Operative Retirement Fund.
 - ii. "Approved Fund" shall mean a Superannuation Fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
 - iii. "Eligible Employee" shall mean a weekly or casual employee who is employed to work pursuant to the terms of this agreement and has been employed for four calendar weeks.
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In the case of casual employees, ordinary hours or service need not be continuous. All hours of service accumulated by a casual employee shall be included in the calculation of ordinary hours of service towards the attainment of the qualifying period.

- iv. "Freedom of Choice" shall mean an individual choice of each employee as to which superannuation scheme he/she wishes to join. The options shall be either L.U.C.R.F. or an Approved fund of the Company's choosing.
- v. "Ordinary - Time Earnings" shall mean:
 - i. In the case of a weekly employee, their classification's weekly rate of pay for ordinary hours of labour; or
 - ii. In the case of a casual employee earnings for their classification during ordinary hours (including loading).
 - iii. Ordinary time earning shall include work related allowances (e.g. leading hand) but not expense related allowances (eg meal allowance).

b. Contributions

- i. The employer shall pay to the trustee of L.U.C.R.F. or an Approved Fund, in respect of each eligible employee, an amount equal to three percentage (3%) of the employee's ordinary - time earnings in accordance with the employee's ordinary time earnings in accordance with the employee's freedom of choice.
- ii. Until an employee becomes an eligible employee by having completed the required qualifying period of employment, the employer shall not be bound to make contributions for that eligible employee.
- iii. Provided that where an eligible employee has not joined the fund and refuses in writing to so join, the employer shall not be bound to make contributions for that eligible employee.
- iv. An employer may make a pro-rata deduction from the weekly contribution for each hour that an employee is absent from work without pay.
- v. An employee shall remit to the trustee of L.U.C.R.F. or an approved fund, whichever is applicable, all payments due in respect of eligible employees, immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the trustee.

c. Existing Arrangements

It is not the intent of this clause to reduce the terms of any existing Agreement between the employer and the trustee of L.U.C.R.F. or an approved fund.

26. FLEXIBILITY

- a. Employees at the levels outlined in Appendix A are to perform a wide range of duties including work incidental or peripheral to their main tasks or functions.
- b. Employees will be prepared to perform all duties up to the level of their classification and for which they have sufficient skill and training.
- c. The parties recognise that any disputes arising in respect of the classification structure will be handled in accordance with the disputes procedure in this agreement.
- d. Employees agree to clean their work areas in line with Good Manufacturing Practice (GMP) requirements.
- e. Employees agree to a staggered afternoon tea break to ensure continual machine coverage and loading / unloading of containers.

27. TRAINING

- a. The parties agree that increased emphasis on formal training is necessary if employees are to undertake a wider range of duties and to have access to the new career path. Such training will be consistent with Good Manufacturing Practice standards.
- b. Through proper consultation, the parties will develop a training programme consistent with the current and future needs of the enterprise.
- c. Where training is agreed upon in accordance with paragraph (b), the training may occur on or off the job. Provided that if training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The availability of such loss of pay should not be unreasonably withheld by an employer.
- d. All reasonable costs associated with courses and travel to and from such courses will be reimbursed by the employer on presentation of evidence of such expenditure and reports of satisfactory progress.
- e. The parties agree that such training may include up to 5 days trade union training at courses run or accredited by the Trade Union Training Authority provided that:
 - i. such training shall only be available to accredited site representatives.

- ii. the employer is given one month's notice of the attendance of site representatives at such training.
- iii. representatives who attend such courses shall furnish a report to the employer outlining the relevance and benefits of the course attended.

28. CONSULTATIVE COMMITTEE

- a. A committee comprising of equal numbers of representatives from management and employees shall be appointed with the purpose of overseeing workplace reform and formal training programs as a means of increasing flexibility and efficiency within the enterprise.

This committee may also hear employee grievances about matters relating to training and grading.

- b. The committee shall meet regularly and not less frequently than once every three months.

29. BASIS OF AGREEMENT

This agreement has been entered into by employees and the company in full recognition of the need for the continuous improvement of the company's operations consistent with Good Manufacturing Practice and the requirements of the Therapeutic Goods Act.

30. NO EXTRA CLAIMS

An increase in wage rates and allowances of 5.5% as set out and included in the rates listed in Appendix A shall apply from the first pay period commencing on or after the date of registration of this agreement.

An additional increase of 0.5% will apply from the first pay period commencing on or after the company receiving official written notification of it becoming licenced under the Therapeutic Goods Act.

A further increase in wage rates and allowances equivalent to the Consumer Price Index for the year to September 1993 plus 0.5% will apply from January 1 1994.

Notwithstanding anything else contained in this clause, after January 1 1994 the company will negotiate further increases in wage rates provided that real and sustainable productivity improvements have been achieved and such improvements were initiated by employees since the commencement of this agreement.

This agreement is in full and final settlement of all claims by employees and/or their union/s including any increases which may arise from National or State Wage Cases during the term of this agreement.

31. AREA, INCIDENCE AND DURATION

- a. This agreement shall apply to all persons engaged in any operation connected with or incidental to the handling, preparation, processing, manufacture, or repair of materials and products of the company.
- b. The provisions of this enterprise agreement prevail over the provisions of agreement number 8608 between Beiersdorf Australia Limited and the National Union of Workers' New South Wales Branch filed on 4 October 1991 pursuant to Section 11 of Industrial Arbitration Act, 1940.
- c. This agreement shall take effect from the first pay period commencing on or after its date of registration and shall remain in force until 31 December 1994.
- d. The parties to this agreement declare that they were not under duress to become a party to the agreement.

WAGES RATES, ALLOWANCES AND CLASSIFICATION STRUCTURE**Wage Rates**

Level	1(a)	\$416.20
	1(b)	\$422.55
	2	\$441.75
	3	\$463.40

Leading Hand Allowance	\$ 27.00
Senior Leading Hand Allowance	\$ 43.25

- ** Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 37.5 plus 15 percent calculated to the nearest half cent with a minimum payment on any day of four hours. In addition, casual employees will be entitled to one-twelfth of their ordinary time earnings employees will be entitled to one-twelfth of their ordinary time earnings in lieu of their annual leave.

Allowances

Meal Allowance	\$6.65
Travel Allowance	\$0.43 per kilometre
First Aid Allowance	\$1.58 per day
Safety Officer Allowance	\$6.30 per week

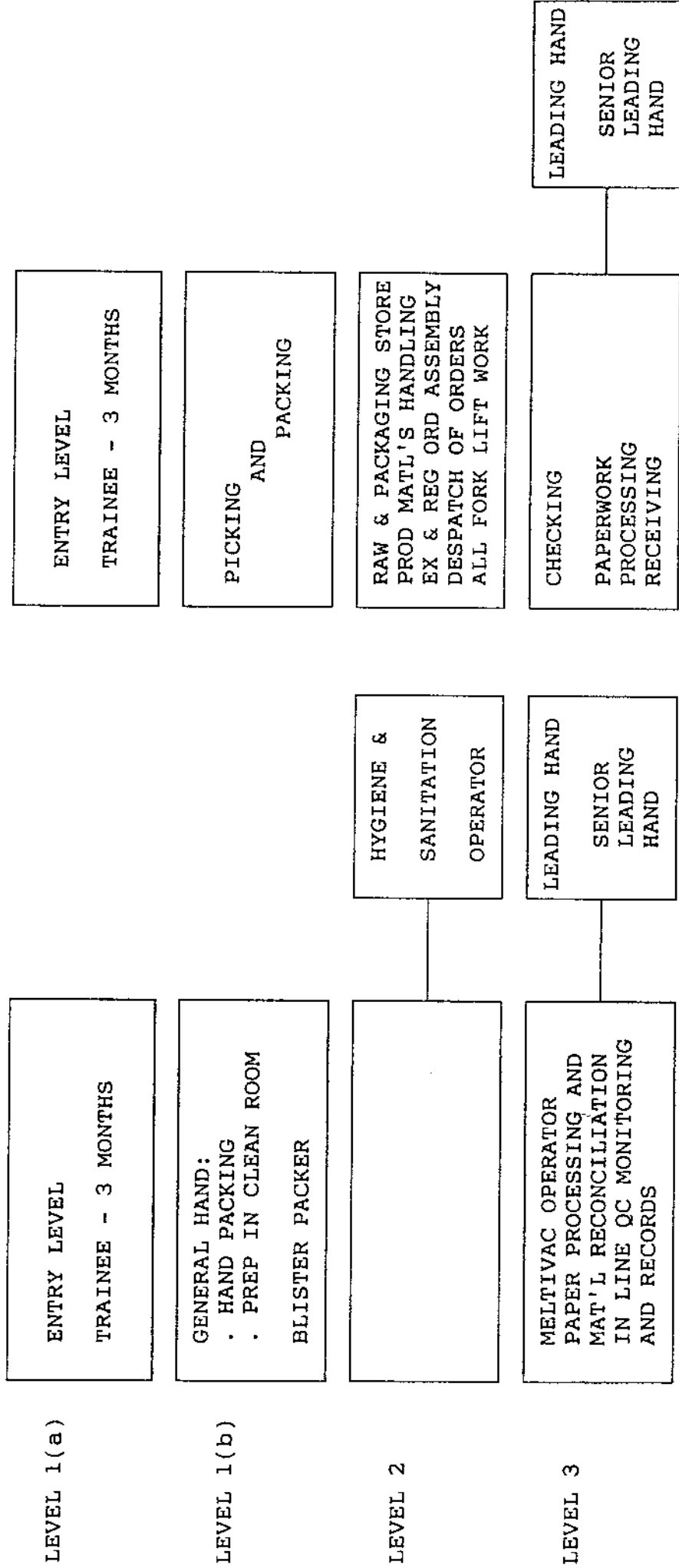
CLASSIFICATION STRUCTURE

MEDICAL OPERATIONS DIVISION

25.9.90

PRODUCTION

WAREHOUSE



NOTE: ALLOWANCE FOR FIRST AID WILL APPLY AT ANY LEVEL

SITE AGREEMENT – RESTRUCTURING PROPOSAL

MEDIPHARM WAREHOUSE LEVELS

Level 1a

- Induction course completion
- Completion of training and certification to operate Pallet Trucks
- Basic Warehouse Procedures and practices Training I
- Order picking from packing slips

Level 1b

- Commence training on Fork Lifts
- Completion of Basic GMP Training
- Packing of picked stock in suitable format for delivery
- Completion of Basic Safety Training
(External or Internal course)
- Participation in Productivity Improvement Programme

a and b

- Housekeeping duties

Level 2 All the above plus –

- Completion of training and certification to drive fork lifts
- Basic Warehouse Procedures and Practices Training II
- Completion of Basic Safety Training
(External or Internal course)
- Preparation and movement of stock and transfers for inter-warehouse movements.
- Replenishment of picking area stocks
- Competence in issuing Raw Materials and Packaging from Warehouse 24, using the Shop Floor Consolidated Picking Sheet
- Receipt of excess materials into Warehouse 24 from Production
- Materials handling and reconciliation duties within the Production Department
- Picking and preparation of Export and Regional orders and despatch document preparation
- Cyclic stock checking duties

Level 3 All the above plus –

- Checking of all orders for accuracy
- Checking and completion of warehouse transfers, despatch and stock checking records
- Receiving of Merchant, Raw and Packaging Materials and the preparation of associated documents and records
- Completion of Advanced GMP Training
- Basic computer data entry skills
- Completion of Productivity Improvement Programme Facilitators Training
- Leadership of Quality Circle

MEDIPHARM PRODUCTION LEVELSLevel 1a

- Induction course completion
- General hand duties in Hand Packing Area
- Completion of Clean Room Basic Training Course

Level 1b

- Preparation of products in Clean Room
- Completion of Basic GMP Training
- Proficient machine operation of Blister Packer and Sealing Machines
- Completion of Basic Safety Training
(External or Internal course)
- Participation in Productivity Improvement Programme

a and b

- Housekeeping duties


Level 2 (Not in main Production stream)

- Induction course completion
- Completion of Basic GMP Training
- Cleaning, hygiene and sanitation duties to GMP standards

Level 3 All the above from Level 1(a) and (b) plus –

- Proficient machine operation of Multivac
- Shop Order detail recording
- Reconciliation of Raw Materials, Labels and Output details
- Completion of Advanced GMP Training
- In-line Quality Control testing, monitoring and recording
- Basic computer data entry skills
- Completion of Productivity Improvement Programme Facilitators Training
- Leadership of Quality Circle

Level 1bBlister Packer – Machine Operation Details

- 1 Check work on receipt from production ARea.
 - 2 Check code on cards.
 - 3 Turn on air pressure to build up to correct level.
 - 4 Turn on power.
 - 5 Check conveyor for correct running and adjust speed to give 45–50 units per minute.
 - 6 Take sorted product in open packs and transfer to Blister Packer table
 - 7 Place Blister Pack in entry groove.
 - 8 Place card on product in pack.
 - 9 Guide Blister Pack into machine.
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- 10 When flight arm catches end of pack, let go of pack – do not force card into machine.
- 11 Housekeeping about machine area.

Level 3

Multivac Operation – Machine Operation Details

After die change or maintenance, set up top and bottom webs with correct packaging.
Adjustment to paper tension as required.
Change bottom web – plastic film.
Join plastic film at roll changeover.
Change top web medical paper.
Join paper at roll changeover.
Adjust machine settings on control panel to suit packaging.
Keep paper in alignment by adjusting tracking knob, when necessary.
Adjust packaging roll spindles for each roll fitted.
Check temperature, dwell time and air pressure setting on control panel.
Set up coding cylinder with correct batch number.
Ink coding rollers as required.
Ensure plastic film and paper cut waste feeds to vacuum system.
Empty vacuum as required.
Adjust pouch delivery tray for each product.
Clean machine at end of each product run.
Monitor pouch forming station for correct draw, width and length of pouch. Correct any film or paper crashes during production.
Housekeeping about machine area.

MINIMUM CONDITIONS OF EMPLOYMENT (Re: s122)

Sick Leave

Refer to clause 13

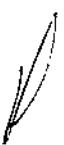
Ordinary hours of employment

Refer to clause 7

Rates of wages

Refer to Appendix A.

All of the above conditions of employment are in excess of the required minimum standards in s.122 of the Industrial Relations Act 1991.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore written.

SIGNED for and on behalf of
BEIERSDORF AUSTRALIA LIMITED
MEDICAL OPERATIONS DIVISION
in the presence of:

[Handwritten signature]



SIGNED for and on behalf of the
NATIONAL UNION OF WORKERS,
NEW SOUTH WALES BRANCH,
in the presence of:

[Handwritten signature]