

ENTERPRISE AGREEMENT

NO: E.A. 394 /1993

DATE REGISTERED: 30-12-93

PRICE: \$ 10.00

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

Canberra Pharmaceutical Supplies Pty Limited

of 27-31 Hincksman Street  
Queanbeyan NSW 2620

and

its employees

and

National Union of Workers NSW Branch  
of 3 Bridge Street, Granville NSW 2142

It is agreed by the Parties as follows:

1. THIS AGREEMENT is to be called the "Canberra Pharmaceutical Supplies Pty Ltd Enterprise Agreement". The parties to the Agreement are Canberra Pharmaceutical Supplies Pty Limited ("the Company"), its employees and their union the National Union of Workers NSW Branch ("the Union"). It has not been entered into under duress by either party.

## 2. COMMITMENT

- (i) This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved workplace relations and employment practices to ensure major benefits to the Customer, the Company, Employees and the Community generally.
- (ii) So that issues may be addressed which affect workers and management and to explore ways of improving efficiency, productivity and customer service a consultative committee will be established and meet on a regular basis.
- (iii) The objective of this Enterprise Agreement and the development of consultative mechanisms is the creation, through the exchange of ideas between employees and the employer, of a *harmonious and productive working environment that is beneficial to the long term future of the Company and all its employees.*

## 3. INCIDENCE

This Agreement applies to personnel employed by Canberra Pharmaceutical Supplies Pty Limited in weekly paid warehouse and clerical occupations.

## 4. UNION/MANAGEMENT CO-OPERATION:

The Union recognises its responsibilities as representatives of employees and realise that in order to provide maximum opportunity for continuing employment and good working conditions, the Company must first function effectively.

The Company and the Union will endeavour to work together in a spirit of cooperation in order to attain maximum efficiency, quality customer service and dependability recognising the essential nature of the business as a provider of medicines to pharmacies and hospitals.

## 5. AVOIDANCE OF DISPUTES PROCEDURE

- (i) Any dispute arising out of employment shall be referred by the union delegate to the company representative appointed for this purpose.
- (ii) Failing settlement at this level between the Company and the delegate on the job, the delgate shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company. All efforts shall be made by the Company and the Union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the union secretary and the Company shall refer the dispute to its employer association and the union secretary shall take the matter up with the employer association.

(iii) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

(iv) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

## 6. DISCIPLINARY PROCEDURE

(i) The Company requires all employees to maintain a fair output of work and to follow all reasonable instructions relating to work.

(ii) Where a supervisor and/or department manager believes that an employee is not working in accordance with required practice or is in any way acting in a manner that is affecting reasonable work demands, then the following Disciplinary Procedure is to be followed:-

(a) The Department Manager will issue an oral warning to the employee in the presence of the union delegate if the employee is a member of the Union and the employee's direct supervisor. Notice of this warning will be retained in the employee's personnel file.

(b) Should a further incident occur, then the employee is to be given a written warning, in the presence of the union delegate if the employee is a member of the Union and the employee's direct supervisor, that any further act or acts or failure to improve as communicated in the oral warning in (a) above, may lead to dismissal.

(c) Should an action on the part of the employee warrant instant dismissal, then the responsible Manager is to immediately remove the employee from his or her place of work and advise the General Manager. If it is agreed that the dismissal is to proceed, the General Manager will advise the appropriate union delegate if the employee is a member of a Union and the dismissal will take place.

d) If an employee feels that he or she has a grievance arising from an action relating to discipline then the Avoidance of Disputes Procedure set out in this Agreement will be followed to resolve the grievance.

## 7. HOURS OF WORK:

Hours of work will be as stipulated in the Award including the arrangements for the 38 hour week/rostered days off. Once having fixed the time for commencing and ceasing work it shall not be altered without at least seven (7) days notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the commencing/finishing time may be varied to another time.

#### 8. CLASSIFICATION / GRADE STRUCTURE & TRAINING:

This agreement will allow the Joint Consultative Committee to establish a job classification grading structure within the organisation.

Training will be reviewed by the Joint Consultative Committee using resources as are available to the Company. Training will be in accordance with the needs of the enterprise with emphasis on current skill and competency levels, career development and potential.

#### 9. EMERGENCY STAND-BY STAFFING

- ( i) In the event of a dispute the union will take all reasonable steps to ensure prescription, S3 and baby formula are distributed.
  
- ( ii) Without limiting the generality of sub-clause (i) above, on the basis of present *manning levels*, a *minimum of 5 experienced employees* are necessary to ensure the distribution of essential items. ("Experienced" in this context means deemed by the Company to have had substantial experience in handling these products.)
  
- ( iv) If training is required to prepare employees to meet emergency staffing requirements, either as described in (i) above, or required by causes such as computer breakdown, power failure, absenteeism or other causes, then such training will be arranged by the Company.

#### 10. PAYMENT OF WAGES

Wage payments will be made each week by electronic funds transfer direct to the employee's nominated bank account. The level of wage increase provided in this agreement is such that any charges associated with this process will be to the employee's account.

#### 11. PERFORMANCE OBJECTIVES:

To meet the commitments given in Clause 2 in relation to efficiency, productivity and customer service the Joint Consultative Committee will establish agreed performance indicators (or benchmarks) which will comply with "best practice" procedure for the Industry so as to provide a competitive advantage for the business. These benchmarks may include aspects such as safety, attendance, waste, customer service quality (including error/damage reduction) and other issues which may arise by mutual agreement of the Joint Consultative Committee. The Joint Consultative Committee undertakes to endeavour to develop these benchmarks within two months of the date of this Agreement.

12. NO EXTRA CLAIMS

It is a term of this Agreement that the Union undertakes for the duration of the Agreement, not to pursue any extra claims, award or overaward, except when consistent with the terms of the Agreement.

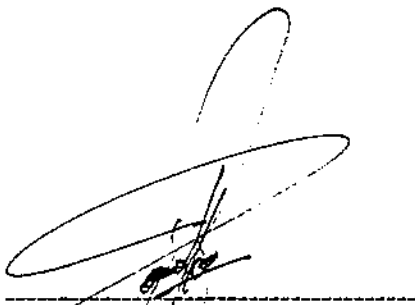
13. TERM OF AGREEMENT

This Agreement shall operate for a period of 12 months from this date of Agreement being the Fourth day of June 1993.

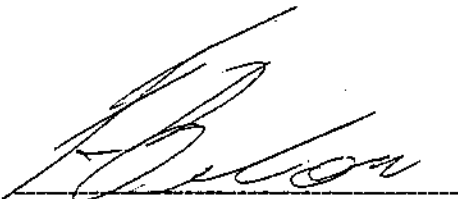
14. PAYMENT OF WAGE INCREASE

A wage increase of 4% will be paid under the terms of this Agreement effective from the first pay period on or after the date of Agreement.

In witness whereof the parties duly executed this agreement:



David Shoppee  
General Manager & Consultative Committee Member  
Canberra Pharmaceutical Supplies Pty Limited



Frank Belar  
Secretary - National Union of Workers