

ENTERPRISE AGREEMENT

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SCHERING-PLOUGH

(PLANT EMPLOYEES)

ENTERPRISE AGREEMENT

1993

SCHERING-PLOUGH (PLANT EMPLOYEES) ENTERPRISE AGREEMENT 1993

PART A - PRELIMINARIES

1. TITLE

This Agreement shall be known as the Schering-Plough (Plant Employees) Enterprise Agreement, 1993.

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SCHEDULE 1:	Wage Rates and Allowances	Att
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3. PARTIES TO THE AGREEMENT

This Agreement shall be binding upon Schering-Plough Pty Ltd, located at 11 Gibbon Road, Baukham Hills New South Wales, and the Shop, Distributive and Allied Employees' Association New South Wales, in respect of employees engaged in the Packaging, Manufacturing, Laboratory and Warehouse operations who are employed under the classifications specified in Clause 12, Position Classifications.

4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991 and shall remain in force for a period of one year.

5. RELATIONSHIP TO PARENT AWARDS

The Terms and conditions of this Agreement replace in total the terms and conditions of the Drug Factories (State) Award in respect of all employees covered by this Agreement with the exception of warehouse employees, and Warehouse Employees (Drug) State Award in respect of warehouse employees which would otherwise govern the terms and conditions of employment for the employees covered by this Agreement.

6. PURPOSE OF AGREEMENT

For Schering-Plough to become a strong and competitively viable pharmaceutical company in Australia, it is essential that all employees work together in a cooperative, flexible and positive manner towards the successful achievement of the organisational goals.

This Agreement provides a solid foundation to enable all parties to work towards the process of introducing positive changes and improvements to working conditions and work practices for the mutual benefit of all concerned. Such improvements, which the parties aim to introduce are:

- Opportunities for employees to be paid in a fair and equitable manner according to individual qualifications, skills, competencies and efforts towards the achievement of the Company goals
- Implementation of structured training to develop skills and to give employees more variety, responsibility and accountability for their work
- Introduction of new work systems to improve flexibility, efficiency and productivity
- Provision of incentives to encourage efficiency and quality of work
- Reduction of administration costs
- Encouragement of teamwork, worker participation and an attitude of pride and commitment to the Company

7. AGREEMENT TO BE DISPLAYED

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

8. DEFINITIONS

Company shall mean Schering-Plough Pty Ltd

Employee shall mean any person employed by Schering-Plough Pty Ltd engaged in any of the positions listed at Clause 12, Position Classifications

Union shall mean the Shop, Distributive and Allied Employees' Association, New South Wales

Service shall mean a continuous period of employment with the Company

Day Shift means a shift worked between the hours of 7.00am and 6.00pm

Afternoon Shift means a shift finishing after 6.00pm but no later than midnight

Night Shift means a shift finishing after midnight but no later than 7.00am

Morning Shift means a shift commencing before 7.00am

Full-time Employee means a person employed on a weekly basis whose standard hours of work are 38 hours per week

Part-time Employee means a person employed on a weekly basis whose standard hours of work are less than 38 hours per week

Casual Employee means a person employed on an hourly basis and paid by the hour

9. CONSULTATIVE COMMITTEE

A Consultative Committee comprising Company management and employee representatives shall be established. This Committee shall be a forum for open discussion and shall meet on a needs basis to discuss matters consistent with the objectives of this Agreement.

The Committee shall comprise one Union Delegate and Employee Representatives from each of the following departments:

Packaging	-	two employees
Manufacturing	-	one employee
Quality Assurance	-	one employee
Warehouse	-	one employee

The Union Organiser shall be allowed at any time to participate at any of the Committee Meetings to advise the Committee or to represent the employees in negotiations with the Company.

The number of management representatives will not exceed the number of Employee Representatives and will include a representative from the Human Resources Department.

Employee Representatives will be elected by the employees of the respective departments in a manner determined by such employees.

PART B - EMPLOYMENT TERMS AND CLASSIFICATIONS**10. TERMS OF ENGAGEMENT**

- (a) All employees shall be engaged as weekly or casual. Weekly employees may be employed as Full-time employees or may be employed as Part-time employees.
- (b) The Company may engage employees to work for a temporary period of time for special purposes, such as to replace an employee on maternity leave, extended leave or for seasonally high or short-term high work loads. Such employees will be informed of the minimum period of time for which they will be employed.
- (c) Except for casual and temporary employees, the first three months of employment shall be of a probationary nature. Continuation of employment beyond the probationary period will depend upon the employee's ability to perform the duties of the position satisfactorily, as assessed by the Company.
- (d) The Company shall inform each employee in writing at the time of engagement, the terms of his or her engagement. Such terms will include the date of the engagement, the nature of the employment (as per this clause), the hours of work and shift, the position classification, the wage rate and any special allowances.
- (e) The Company may change an employee's hours on seven days' notice of such change, providing:
 - (i) such change is not outside the provisions of this Agreement, and
 - (ii) the employee is properly consulted about such change prior to notification and implementation of such change, and
 - (iii) the reason for such change can be reasonably justified by the Company, and
 - (iv) the Company will not request any change which may be considered harsh, unfair, unjust or unreasonable.

11. PART-TIME AND CASUAL EMPLOYEES**(a) Part-time Employees**

- (i) The ordinary hours of work for Part-time employees will be less than the hours worked by Full-time employees and shall not exceed the hours specified in subclauses (a) and (b) of Clause 24, Standard Hours of Work, nor be less than 16 hours per week.
- (ii) Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty eighth of the weekly wage of the appropriate position classification as described in Part A, Schedule 1, Wage Rates and Allowances.
- (iii) All other provisions of this Agreement shall apply to part-time employees on a pro-rata basis for each employee in proportion of the normal ordinary hours worked by weekly employees in the department in which the part-time employee is employed.

(b) Casual Employees

- (i) Casual employees shall be paid an hourly rate of pay which shall be at the rate of one thirty eighth of the weekly wage of the appropriate position classification as described in Part A, Schedule 1, Wage Rates and Allowances.
- (ii) In addition to the hourly rate a casual loading of twenty percent (20%) will be paid for all hours worked.
- (iii) Casual employees will be paid a minimum of four hours payment on any one day.
- (iv) Casual employees will be paid annual leave at the rate of one twelfth of their hourly rate (including the casual loading) for all standard hours worked.

12. POSITION CLASSIFICATIONS

Employees shall be engaged to work in any of the position classifications described in this clause. The descriptions are intended only to clarify the main differences between positions, not to describe the full duties of the positions. Full descriptions of each position are described in the Company's Position (Job) Descriptions.

<u>POSITION TITLE</u>	<u>DESCRIPTION</u>
Packaging Operator:	A person who performs filling and packaging operations of manufactured bulk and semi-finished pharmaceutical products in the Packaging Department.
Labeller:	A person employed to maintain control of labels and carton coding in the Packaging Department.
Brander:	A person who operates the branding machinery in the Manufacturing Department.
Line Attendant:	A person employed to service the Packaging Department by transferring materials to and from the packaging lines and cleaning packaging equipment and associated areas. May include setting up and pulling down of packaging equipment and machinery.
Assistant Packaging Supervisor:	A person who has a working knowledge of all packaging department operations and can perform all functions of a Packaging Operator (Advanced Level) and who is required to train and supervise the work of other operators as directed.
Packaging Supervisor:	A person employed to direct, control and train operators in the Packaging Department according to SOP's and Company guidelines.
Manufacturer Grade 1:	A person employed to manufacture pharmaceutical bulk products from the raw material stage.
Manufacturer Grade 2:	A person employed as a manufacturer who is fully competent as a Coater or Compressor, or who can perform three of the following functions: <ul style="list-style-type: none"> - Liquids (including water plant operation) - Creams (including water plant operation) - Granulation A or B - Dispensing

Chemical Manufacturer:	A person employed in the Manufacturing Department who processes pharmaceutical products involving a chemical change.
Manufacturing Supervisor:	A person employed to direct, control and train operators in the Manufacturing Department according to SOP's and Company guidelines.
Storeperson:	A person employed in the Finished Goods or Materials Warehouse engaged in all receiving and dispatch operations of products and materials.
Warehouse Leading Hand:	A person employed as a Storeperson who is in charge of the work of other Storepersons in the Finished Goods or Materials Warehouse.
Laboratory Attendant:	A person employed in the Quality Control Laboratory engaged in routing, non-complex activities and to assist Laboratory Analysts and Analytical Chemists in their duties.
Inspector QC/QA:	A person employed in the Quality Control or Quality Assurance sections of the laboratory to conduct routine sampling and testing of starting and in-process materials plus conduct in-process checks within the manufacturing and packaging departments.
Trainee Laboratory Analyst:	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in-process and bulk materials and who is currently studying to attain a certificate in science or chemistry at TAFE, or equivalent.
Laboratory Analyst:	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in-process and bulk materials and who has attained a certificate in science or chemistry at TAFE, or equivalent.
Documentation Controller:	A person employed in the Quality Assurance section engaged in the review and collation of documentation generated from all departments with respect to product manufactured on site and by third parties.
Trainee Analytical Chemist:	A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in-process and bulk materials and who is currently studying to attain a degree in science or chemistry at University or equivalent.

Analytical Chemist: A person employed in the Quality Control Laboratory engaged in routine chemical analysis of starting, in-process and bulk materials and who has attained a degree in science or chemistry at University or equivalent.

13. **EXPERIENCE LEVELS**

Experience Level 1: Applies to an employee who is newly appointed into the position who has little or no previous experience in the work to be performed.

Experience Level 2: Applies to an employee who has completed a three month probationary period at Level 1, and has successfully completed the basic training required for the position and is competent in the basic operations of the work to be performed.

Experience Level 3: Applies to an employee who has worked in the position for no less than three years and is fully competent in the performance of the work to be performed.

Advanced Level: Applies to an employee who is appointed to the Advanced Level and who would be expected to have progressed through experience levels 1 to 3 in the position classification. To qualify for the Advanced rating, the employee would have the experience and capabilities to perform multiple functions and/or highly skilled tasks within the classification and require minimum direction and guidance in the performance of the work to be performed. Appointment to this level is not automatic but at the judgement of management having regard to this definition.

14. ADDITIONAL CLASSIFICATIONS

- Fork Lift Operator:** Applies to employees employed in any classification covered in this Agreement who holds a Fork Lift Licence and is required to operate a fork lift as part of their duties.
- Leading Hand:** Applies to employees who are employed in any classification (other than a Supervisor or Leading Hand specified in Clause 12 Position Classifications or a shift leading hand) who are appointed to be in charge of the work of other employees in addition to their normal duties.
- Shift Leading Hand:** Applies to employees who are employed in any classification (other than a Leading Hand or Supervisor) who are appointed to be in charge of an afternoon shift as part of their duties.

15. WORK FLEXIBILITY

For the purpose of increasing productivity and operational flexibility and effectiveness, as well as enhancing career opportunities for employees, the Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent within the classification structure of this Agreement provided that such duties are not designed to promote deskilling. Additionally,

- (a) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment and has been judged as being competent in the use of such tools and equipment by a qualified person.
- (b) Employees shall perform such work as is reasonably and lawfully required of them by the Company providing the work is consistent with the Company's responsibilities to provide a safe and healthy working environment.
- (c) Employees shall take all reasonable steps according to established procedures to ensure the quality, accuracy and completion of any job or task assigned to the employee by the Company.
- (d) Employees shall not impose or enforce demarcation barriers between the position classifications covered by this Agreement provided it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (e) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between the Company and the employee/s has taken place.
- (f) An employee who detects any defects, faults, or deviation from standards in relation to products or process should take reasonable steps to inform his or her supervisor of such deficiency to assist the Company in maintaining high operational and quality standards.
- (g) Employees shall not be required to carry out cleaning work of a major nature except when consistent with the nature of the employee's position classification.

16. TRAINING

- (a) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (i) provide employees with career opportunities through appropriate training to acquire additional skills; and
 - (ii) develop a more highly skilled and flexible workforce; and
 - (iii) remove barriers to the utilisation of skills required.
- (b) If the Company requests an employee to undertake a training course which has been arranged by the Company, the following shall apply:
- (i) The employee will not suffer any loss of ordinary pay for training undertaken during ordinary working hours.
 - (ii) The Company will pay the costs associated with the course.
 - (iii) Travelling time and travel costs incurred by the employee to attend a training course on a normal working day at a place other than his or her usual place of work shall be paid for as prescribed in Clause 52 Travelling to Other Locations.
- (c) If an employee elects to undertake an educational course in his or her own time at a University or TAFE College in a field relevant to his or her employment, the employee may apply to the Company for Educational Assistance. Educational Assistance granted by the Company will include:
- (i) Reimbursement of costs associated with standard fees for prescribed courses and prescribed textbooks upon production of evidence of such expenditure and the presentation of reports of satisfactory completion of subjects undertaken at the conclusion of each semester.
 - (ii) Examination or study leave for a period of up to 8 hours per subject during normal working hours without loss of normal pay to prepare for and undertake final examinations for each subject undertaken.

PART C - WAGE RATES AND ALLOWANCES

17. WEEKLY WAGE RATES

(a) Adult Employees

The weekly wage rates to be paid to adult employees shall be as set out in Part A, Schedule 1 Wage Rates and Allowances, of this Agreement.

(b) Junior Employees

The weekly rates of pay for junior employees shall be the following percentages of the weekly rate for the appropriate adult classification referred to in subclause (a) of this clause:

Under 17 years of age	60% per week
At 17 years of age	70% per week
At 18 years of age	90% per week
At 19 years of age and over	100% per week

(c) Special Rates

Special Rates for the classifications listed below as described in Clause 14 Additional Classifications shall be added to an employee's normal weekly rate of pay where applicable and will apply to benefits for all purposes of the Agreement.

(i) Fork Lift:	Refer Wage Schedule
(ii) Leading Hand:	Refer Wage Schedule
(iii) Shift Leading Hand:	Refer Wage Schedule

18. ALLOWANCES

(a) Meal Allowance (Clause 32)	Refer Wage Schedule
(b) First Aid Allowance (Clause 53)	Refer Wage Schedule
(c) Vehicle Allowance (Clause 52 (d))	Refer Wage Schedule

19. SHIFT ALLOWANCES

- (a) Employees who are engaged to work on Morning Shift, Afternoon Shift or Night Shift shall be paid the following Shift Allowances in addition to their appropriate rate of pay.

Morning Shift (as defined):	15%
Afternoon Shift (as defined):	15%
Night Shift (as defined):	20%

- (b) Shift Allowances are paid only for standard shift hours worked and are not paid on any other allowances, overtime, leave or other payments.

20. MIXED FUNCTIONS

Any employee called upon to do work of a higher classification than that in which he or she is working (as described in Clause 12) or work which qualifies for an additional classification (as described Clause 14) shall be paid at the rate for such higher classification for the time so employed. If employed in the higher classification for longer than two hours he or she shall be paid for the rate for higher classification for the whole day or shift, including time worked on overtime.

21. PAYMENT OF WAGES

- (a) Wages shall be paid weekly on Thursdays for all time worked after the normal ceasing time on Wednesday of the previous week until the normal ceasing time on the following Wednesday being the day preceding pay day.
- (b) Wages may be computed for payroll purposes on the Tuesday of each week to ensure payment is available to employees by pay day. Unless the working hours of an employee is known by the Pay Office for the period from ceasing time on Tuesday until ceasing time on Wednesday, the employee will be deemed to be working normal hours and be paid as such. Should the actual hours be different to the paid "deemed" hours, adjustments will be made in the following week's pay.
- (c) Except as provided for in subclause (d) of this clause wages will be paid by means of Electronic Funds Transfer (EFT) for all employees.
- (d) Employees who were employed with the Company prior to 1st July 1991 who at the date of this Agreement have their wages paid by cash, will be required to transfer to EFT by no later than 1st January 1994.

22. WAGE AND ALLOWANCE VARIATIONS

The Company will undertake to review the wage rates and allowances as set out in Schedule 1, Wage Rates and Allowances, of this Agreement. Adjustments may be made to the Wage Rates and Allowances as considered necessary having regard to relevant factors including CPI, market rates, Company performance and productivity. Such reviews will take place at intervals of no greater than twelve months and any adjustments will be no less than what would have occurred had the employees covered by this Agreement continued to be covered by the Drug Factories (State) Award or the Warehouse Employees (Drug) State Award, as appropriate.

23. NO EXTRA CLAIMS

The Union will undertake that during the period of operation of this Agreement, there shall be no further wage or allowance increases sought, or granted, except for those provided under the terms of this Agreement and for those which are consistent with the Principles of State Wage Decisions.

PART D - HOURS OF WORK

24. STANDARD HOURS OF WORK

- (a) The standard hours of work for Day Shift employees exclusive of Meal Hours, shall not exceed;
- 8.5 hours on any one day; and
 - 40 hours in any one week; and
 - 38 hours (average per week) in any four week cycle; and
 - 152 hours in any four week cycle.

Standard hours for Day Shift are to be worked Monday to Friday inclusive and will commence no earlier than 7.00 am on any day and finish no later than 6.00 pm on any day.

- (b) The standard hours of work for Afternoon Shift employees inclusive of meal hours, shall not exceed;
- 8.0 hours on any one shift; and
 - 40 hours in any one week; and
 - 38 hours (average per week) in any four week cycle; and
 - 152 hours in any four week cycle

Standard hours for Afternoon Shift are to be worked Monday to Friday inclusive and will finish after 6.00 pm each day but no later than 12.00 pm (midnight) on any day.

- (c) The standard hours of work in relation to Night Shift and Morning Shift employees (as defined in Clause 8 Definitions, of this Agreement) will be agreed upon by the parties to this Agreement if and when the Company establishes a Night Shift or Morning Shift. Such agreement will be consistent with the general provisions of this clause.

- (d) The Standard starting and ceasing times are:

Day Shift: 7.35 am to 4.30 pm - Mondays to Thursdays
 7.35 am to 1.21 pm - Fridays

Afternoon Shift: 4.00 pm to 12.00 pm - Mondays to Thursdays
 1.00 pm to 9.00 pm - Fridays

- (e) One Friday in each four week cycle will be a rostered day off for both Day and Afternoon Shift Full-time employees

- (f) The Company may require individual employees or groups of employees to work their standard hours at different starting and ceasing times to those specified in subclause (d) of this clause. Such requirement will be for the purpose of maintaining a productive and efficient work flow. Employees who are required to work such hours will be advised of their hours at the time of engagement, or on seven days notice (in accordance with Clause 10 Terms of Engagement) if changes are required after engagement. All other provisions of this clause, however, will apply.

25. ROSTERED DAY OFF

- (a) All Full-Time employees will have a Rostered Day Off on one Friday in each four week cycle. To achieve an equal 38 hour weekly payment, the number of standard hours an employee actually works in excess of 38 in each of the three "long" weeks will be "banked" and paid to the employee in the "short" week.
- (b) The Company may change the Rostered Day Off to another Friday within any four week cycle providing one week's notice is given by the Company.
- (c) By agreement between the Company and an employee, an employee may accumulate up to five rostered days off. Provided that such accumulated time shall be taken within six months of agreement to defer. Payment shall be made in lieu for any accumulated time which is untaken when an employee ceases his or her employment.
- (d) An employee who is requested to work on his or her Rostered Day Off without taking another day in lieu as provided for in subclauses (b) and (c) of this clause will be paid for the time worked as overtime at the rate of time and a half for the first two hours and double time thereafter, in addition to the hours accumulated for the day. An employee requested to work overtime on his or her Rostered Day Off will be paid a minimum of four hours.

26. WASHING TIME

Not less than five minutes before ceasing work at the end of each working day shall be allowed to employees for washing purposes. Employees required to perform work of an unusually dirty, dusty and/or offensive nature or to work in abnormal temperatures shall be allowed ten minutes off before ceasing time at the end of each day or shift for cleansing purposes. The Company will provide suitable washing facilities for the purpose.

Washing time applies only once on any working day. If overtime is worked at the end of the working day, the washing time is taken at the conclusion of the overtime worked.

Employees may bundy off at any time during their washing time and will be paid as if they had bundied off at the end of their washing time.

27. MEAL BREAKS

Day Shift: A period of 30 minutes per day shall be allowed Monday to Thursday for a Lunch Break to be taken at 12.00 noon or 12.45 pm, depending on the department in which the employee works. The meal break is unpaid time.

The Company may request an employee to change his or her meal break commencement time in emergency or special circumstances, provided such request is not unreasonable. However, if the meal break is changed to commence before 11.30am or after 1.15pm then the employee will be paid for the meal time at the rate of time and a half.

Afternoon Shift: A period of 30 minutes per shift shall be allowed for a Meal Break to be taken at a convenient time agreed with the Company. The Afternoon Shift meal break is paid time.

Employees shall be allowed up to 3 minutes either side of Meal Breaks for walking/washing purposes.

An employee shall not be required to work for longer than six hours without being provided with a 30 minute meal break.

28. REST BREAKS

A period of 10 minutes without loss of normal pay shall be allowed for a rest break during the first half and the second half of each day or shift at a convenient time agreed with the Company.

The Company will supply tea and coffee free of charge for consumption in the cafeteria during the rest breaks.

Employees shall be allowed up to 3 minutes either side of Rest Breaks for walking/washing purposes.

29. PERSONAL BREAKS

The Company will allow, within reason, up to five minutes for employees to attend to pressing personal hygiene/health needs between rest breaks or meal breaks if required. Personal breaks are limited to purposes such as toilet, taking medication etc. An employee who repeatedly takes excessive time for personal breaks without authority or good reason, will be counselled.

30. OVERTIME

- (a) Employees, if required by the Company, should be prepared to work reasonable overtime.
- (b) Employees who are required to work overtime will be paid for the overtime worked as follows:
 - (i) Time and a half for the first two hours and double time thereafter on any day Monday to Friday for time worked outside of the employee's standard working hours.
 - (ii) Time and a half for the first two hours and double time thereafter for time worked on a Saturday, with a minimum payment of four hours.
 - (iii) Double time for all time worked on a Sunday, with a minimum payment of four hours.
 - (iv) Double time and a half for time worked on a Public Holiday (as defined in Clause 46 Public Holidays), with a minimum payment of four hours.
 - (v) Time and a half for the first two hours and double time thereafter for time worked on an employee's normal Rostered Day Off (in addition to the hours accrued for the day, providing another day is not taken in lieu of the Rostered Day Off. A minimum payment of four hours is payable.
- Note: If a minimum of four hours overtime is offered to an employee in the cases of subclauses (ii) to (v) and the employee elects to cease working prior to the completion of the four hours, then payment will be made only for the actual time worked.
- (c) The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38.
- (d) In computing overtime, any portion of an hour less than thirty minutes shall be regarded as half an hour and any portion of an hour in excess of thirty minutes shall be regarded as one hour.
- (e) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the Company shall provide him or her with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available, or if no such transport is available, to his or her home.

- (f) An employee who is recalled to work overtime after leaving the premises shall be paid for a minimum of four hours' work at the appropriate rate for each time he or she is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he or she was recalled to perform is completed within a shorter period.

31. BREAKS DURING OVERTIME

Employees who work overtime will be allowed rest or meal breaks at convenient times agreed with the Company for the periods specified below. Except if otherwise stated, all breaks during overtime will be paid at the appropriate overtime rate.

(a) **Overtime Mondays to Thursdays**

If overtime is worked after the normal ceasing time, one ten minute rest break will be allowed.

If overtime is to continue for longer than four hours after the normal finishing time, a twenty minute break will be allowed.

(b) **Overtime Friday (non RDO)**

If overtime is worked after the normal ceasing time on a Friday, not being a Rostered Day Off, one ten minute rest break will be allowed.

If overtime is to continue for longer than four hours after the normal finishing time, a twenty minute break will be allowed. Further twenty minute breaks will apply for every subsequent four hours of overtime worked.

Employees may elect to take an unpaid break of no longer than twenty minutes after the normal finishing time and prior to the commencement of overtime to compensate for not having a normal lunch break on Fridays.

(c) **Overtime Friday RDO's, Saturdays, Sundays and Public Holidays**

If overtime is worked on an employee's normal RDO, a Saturday, Sunday or Public Holiday, a ten minute rest break will be allowed during the first four hours of overtime, providing the rest break is not taken during the first two hours.

If overtime is to continue for longer than five hours after commencement of overtime, a twenty minute break will be allowed. Further twenty minute breaks will apply for every subsequent four hours of overtime worked.

Refer to Clause 26 for Washing Time provisions.

32. MEAL ALLOWANCE

- (a) An employee who is required to work overtime for any period in excess of one and a half hours after the standard ceasing time, shall be allowed a meal allowance at the rate specified in Schedule 1 Wage Rates and Allowances, of this Agreement. The meal allowance shall be paid to the employee by the normal finishing time of the following day (or by the end of each week by agreement with the employee) and may be paid to the employee in cash.
- (b) Employees engaged on Afternoon Shift who are required to work more than one and a half hours overtime prior to the normal commencement time of their shift, shall be allowed a meal allowance at the rate specified in Schedule 1 Wage Rates and Allowances, of this Agreement. This provision shall apply only whilst the Company elects not to continue operations beyond 12.00 midnight each night.

33. REST PERIODS AFTER OVERTIME

Where overtime is worked, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between his or her standard finishing time on one day and the standard commencement time on the next day that he or she has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for normal working time occurring during such absence.

If on the instructions of the Company such an employee resumes work without having had such ten consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period. The employee shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for normal working time occurring during such absence.

34. REST PERIODS BETWEEN SHIFTS

Employees who are required to change shifts shall, wherever reasonably practicable, be allowed at least ten consecutive hours off duty between shifts.

If the employee is instructed to commence work on either shift or overtime, without having had ten consecutive hours break since ceasing work on the previous day, the provisions as specified in Clause 33 Rest Periods After Overtime, will apply.

PART E - LEAVE**35. ANNUAL LEAVE**

Annual Leave Entitlement shall be in accordance with the annual leave provisions under the Annual Holidays Act, 1944, and subsequent amendments to that Act.

36. ANNUAL LEAVE LOADING

- (a) In this clause the Annual Holidays Act, 1944 is referred to as "the Act".
- (b) An employee who takes his or her annual leave which has become due in accordance with the Act, shall be paid an Annual Leave Loading of 17.5%. The Loading is payable in addition to the pay for the period of annual leave taken.
- (c) If an employee takes annual leave in advance of his or her entitlement, the annual leave loading may not be paid until the date the leave taken would have become due under the Act.
- (d) Annual leave loading is calculated on the employee's normal rate of pay applicable at the time the payment is due to be made. Annual leave loading is not payable on shift allowances, overtime or other payments specified in this Agreement.
- (e) Annual leave loading is not payable on the termination of an employee's employment except as provided in subclause (f) of this clause.
- (f) If the employment of an employee is terminated by the Company for reasons other than misconduct he or she shall be paid annual leave loading for the period of leave due under the Act but not taken.

37. SICK LEAVE

An employee who is unable to attend for duty during his or her ordinary working hours for reason of personal illness or personal incapacity shall be entitled to paid sick leave of 76 hours (10 days) for each year of service, subject to the following:

- (a) The employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to compensation under the Workers' Compensation Act, 1987.

- (b) The employee should within four hours where practicable, and in any case shall within twenty four hours, of the commencement of such absence, inform the Company of his or her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (c) The employee shall prove to the satisfaction of the Company that he or she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed. The Company may request an employee to produce a medical certificate for absences of longer than 2 days.
- (d) Sick leave entitlement not claimed in any one year shall accumulate from year to year so long as the employment continues with the Company.
- (e) The payment of 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 such three months of employment at which time payments shall be made. The employee shall forfeit any payment for sick leave if the employee terminates the contract of employment within the first three months of employment. If the Company terminates the contract of employment within the first three months the Company shall pay the employee for any sick leave taken by the employee, to a maximum of 76 hours.
- (f) To claim for sick leave payment, an employee must complete and sign a "sick leave application" form to which should be attached the medical certificate (if applicable) as described in subclause (c) of this clause. The employee's manager must sign the form to authorise payment.
- (g) Sick leave payments for any period of untaken leave at the termination of employment (except as provided for in subclause (e) of this clause), shall not be made.
- (h) An employee cannot claim for payment of sick leave for any period whilst on any other form of paid leave.

38. LONG SERVICE LEAVE

Entitlement to long service shall be in accordance with the NSW Long Service Leave Act, 1955.

39. COMPASSIONATE LEAVE

- (a) An employee shall be entitled to leave without loss of pay for a period of no more than three normal working days up to and including the day of the funeral on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, child or stepchild, brother or sister, grandparent or grandchild. Proof of such death shall be furnished by the employee to the satisfaction of the Company.

For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

- (b) An employee shall be entitled to a maximum of three day's leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father, or mother and where such employee travels outside of Australia to attend the funeral.

40. PARENTAL LEAVE

See Parental Leave provisions of the Industrial Relations Act, 1991.

41. JURY SERVICE

An employee shall be allowed leave of absence without loss of normal pay during any period when required to attend for jury service.

An employee shall be required to produce to the Company proof of requirement to attend jury service and proof of actual attendance on jury service.

An employee shall give the Company notice of requirements to attend jury service as soon as practicable after receiving notification to attend for jury service.

42. BLOOD DONOR LEAVE

- (a) Employees who attend the Blood Bank, as arranged by the Company, for the purpose of donating blood during normal working hours, shall not lose normal pay for the period of such attendance.
- (b) If an employee is unable to attend the Blood Bank at the times arranged by the Company, and he or she donates blood during normal working hours, he or she shall be entitled to one hour's paid leave on each occasion for that purpose provided that:
 - the employee produces satisfactory evidence of such attendance in the form of the relevant Blood Bank card or a properly completed certificate.
 - the blood donation facility is at a location near to the Company and no further in distance than the Parramatta or Blacktown Blood Bank.
- (c) Casual employees do not qualify for Blood Donor Leave as covered in subclause (b) of this clause

43. EXAMINATION LEAVE

No deductions shall be made from any leave due or from ordinary weekly wages due for time off required by employees to sit for examinations relevant to their employment.

44. COLLEGE CLASSES - LABORATORY TRAINEES

Trainee Laboratory Analysts and Trainee Analytical Chemists, who, as part of their training, attend technical college classes in approved subjects, shall be allowed to attend at such classes on one half day each week during ordinary working hours without loss of pay.

45. DISASTER OR EMERGENCY CONDITIONS

An employee who is unable to attend work for any period of time because of damage caused by severe storms, floods, fires, or similar disasters may apply for payment of up to 4 hours (maximum) time lost on such occasion. The Director of Technical Operations will be responsible for approving payment.

46. PUBLIC HOLIDAYS

- (a) The following days, or the day upon which they are observed shall be public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays for the State of New South Wales.
- (b) In addition to the holidays specified in subclause (a) of this clause one additional public holiday (Picnic Day) shall apply in each calendar year to employees on weekly hire. Such holiday shall be observed on Easter Tuesday. At the undertaking by the Company another day may be substituted for the additional public holiday with the agreement of the majority of employees concerned.
- (c) All public holidays as described in subclause (a) and (b) falling on a normal working day shall be counted as time worked and paid for as such.
- (d) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday.
- (e) An employee required to work on a public holiday or on Easter Saturday shall be paid at the rate of double time and one half with a minimum payment of four hours.

PART F - OTHER CONDITIONS

47. UNIFORMS

Where the employee is required by the Company to wear a uniform, cap, coat, overall, or other uniform dress, it shall be provided, maintained and laundered at the Company's expense.

48. PROTECTIVE/SAFETY EQUIPMENT AND CLOTHING

Where the nature of the work performed by the employee necessitates suitable industrial clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles, etc. they shall be supplied and paid for by the Company and shall remain the property of the Company.

When an employee is required to stand on concrete, brick or stone floors the Company shall provide a suitable mat or floor covering as agreed upon between the Company and the Union.

49. CAFETERIA

The Company will provide a separate dining room, sufficient to accommodate the staff. Such dining room shall contain sufficient table and seating accommodation. Tea and coffee provisions will be provided by the Company free of charge and reasonable provision shall be made for the care of employee's luncheons.

50. SAFETY, HEALTH AND WELFARE

All parties to this Agreement are committed to the safe operation of all plant and equipment, to safe working practices and to the good health of all employees.

To facilitate this all parties shall comply with the requirements of the NSW Occupational Health and Safety Act, 1983 and the Factories, Shops and Industries Act, 1962 and the Regulations made under the respective Acts.

51. DAMAGED CLOTHING/EQUIPMENT

Compensation to the extent of the damage sustained shall be made by the Company where, in the course of work, clothing and/or optical glasses are damaged or destroyed by, or through the use of corrosive, explosive, inflammable or poisonous substances.

52. TRAVELLING TO OTHER LOCATIONS

- (a) Where an employee is temporarily required to work at a place other than his or her usual place of work he or she shall be:
- (i) paid all fares reasonably incurred in excess of those which would normally be incurred attending his or her usual place of work;
 - (ii) paid for all travelling time in excess of that taken to reach his or her usual place of work and returning home. Travelling time shall be paid for at ordinary rates of pay.
 - (iii) for the purpose of this subclause, "temporarily" shall mean periods of employment at places other than the usual place of work for up to a maximum of three consecutive weeks.
- (b) An employee transferred from working place to working place during ordinary working hours shall be paid for the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.
- (c) Where the transfer involves an employee being absent from his or her normal place of residence he or she shall be reimbursed for reasonable expenses incurred for accommodation together with first class rail fares to and from the place of transfer.
- (d) Where an employee uses his or her own vehicle as a means of travelling in any of the circumstances the employee may claim reimbursement for the cost of such travel at the rate of vehicle allowance set out in the Wages and Allowance Schedule.

53. FIRST AID ATTENDANTS

An employee who is appointed by the Company as a first-aid attendant in accordance with the First Aid Regulations of the Occupational Health and Safety Act shall be paid a First Aid Allowance as set out in the Wage Rates and Allowances Schedule.

54. SUPERANNUATION

The Company shall provide superannuation membership to all employees at the time of joining the Company. In the case of employees engaged to serve a period of longer than three months full-time or part-time employment the employee will have the choice of joining the Schering-Plough Superannuation Fund or the Schering-Plough Accumulation Fund. In the case of employees engaged to serve a period of less than three months full-time or part-time or casual employees, the employee will be enrolled as a member of the Schering-Plough Accumulation Fund.

Both superannuation funds comply as minimum standards with the provisions of the Occupational Superannuation Standards Act and with the provisions of the Superannuation Guarantee.

At the request of an employee, the Company may pay superannuation contributions into the REST superannuation fund on behalf of the employee provided that such contributions are no more than required under the Superannuation Guarantee and that the employee foregoes his or her entitlement to membership of either of the Company Funds.

55. RIGHT OF ENTRY

See section 733 of the Industrial Relations Act, 1991.

56. TRADE UNION TRAINING

Authorised delegates of the Union who are nominated by the Union secretary to attend a training course or programme conducted under the auspices of the authority established under the Trade Union Training Authority Act, 1975, or sponsored by the Australian Council Trade Unions, the State Branch of the Australian Council of Trade Unions shall be granted leave of absence while attending such course or courses provided that:

- (i) At least two weeks prior to attendance at the course or courses the Company receives written notice of the nomination from the Union secretary setting out the times, dates, content and venue of the course.
- (ii) Nominations shall not involve absences from work of more than two delegates from the Union for a maximum of three days for each nominee in each calendar year.
- (iii) Employees who undertake training in accordance with this clause will be paid by the Company for their normal time wages which would have otherwise been earned.

57. UNION DELEGATE

An employee appointed Union Delegate shall upon notification to the Company, be recognised as the accredited representative of the Union.

An accredited Union Delegate shall be allowed the necessary time during working hours to interview the employer or his or her representative on matters affecting employees whom he or she represents.

58. DEDUCTION OF UNION FEES

An employee who is a member of the Union may have his or her Union fees deducted from his or her pay each week which shall be remitted to the Union by the Company.

59. UNION NOTICE BOARD

The Company will provide a notice board in a prominent place for the purpose of Union Notices. The Company will permit notices which have been duly authorised by the Union secretary to be posted on the Union notice board.

60. TERMINATION OF EMPLOYMENT

- (a) Except in the case of subclause (b), (c) and (e) of this clause, the employment of any employee may be terminated by one week's notice on either side or by the payment or forfeiture (as the case may be) of one week's wages in lieu of such notice.
- (b) Where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the Company, the Company terminates the employment of an employee who has more than twelve months' service, the employee shall be given three months' notice of the termination of his or her employment or payment in lieu of such notice.
- (c) The Company shall have the right to dismiss an employee without notice for refusal of lawful duty or serious and wilful misconduct and in such cases the salary will be payable up to the time of dismissal only.
- (d) The Company shall not terminate an employee who has been employed with the Company for more than three months, for reasons of unsatisfactory performance or unsatisfactory behaviour (other than for reasons described in (c) of this clause) without having first taken all reasonable and necessary steps through counselling to allow the employee the opportunity to correct any performance or behaviour deficiency.
- (e) Where an employee is absent from work for more than two days without the consent of the Company or without notification to the Company, the employee shall be deemed to have terminated his or her employment without notice, unless the employee can provide evidence that the reasons for not notifying the Company were outside of his or her control.
- (f) In the event of a stoppage of work through any cause outside the Company's control, the contract of employment may be continued, in which case the Company's liability for payment shall be suspended for the duration of the stoppage of work; provided that two working days' notice shall be given to the employees prior to such suspension.
- (g) An employee whose employment is terminated by the Company on the working day immediately preceding a public holiday or public holidays otherwise than for misconduct, shall be paid for such holiday or holidays.
- (h) Any employee with more than three months' service on leaving the Company, shall, if he or she so request, be given a statement by the Company stating the length and nature of the employment.
- (i) Termination of employment by the Company shall not be harsh, unjust or unreasonable.

61. DISPUTES SETTling PROCEDURE

In the event of any grievance or dispute arising in relation to this Agreement, the steps outlined in this procedure will be followed to allow the dispute to be settled in a fair and timely manner with minimal disruption to work flow.

Work shall continue without any industrial action, work bans, limitations or other sanctions, through the following procedure:

Step 1. Any grievance in the first instance shall be discussed between the employee and his or her immediate manager. The employee may request the Union delegate to be present during discussions.

The manager shall be allowed a specified period of time as mutually agreed between the employee and the manager to investigate and resolve the matter.

Step 2. If the grievance remains unresolved at the expiration of the specified period, the employee may take the grievance up with the next level manager. The employee may request the Union delegate to be present during discussions.

The manager shall be allowed a specified period of time as mutually agreed between the employee and the manager to investigate and resolve the matter.

Step 3. If the grievance remains unresolved at the expiration of the specified period, the employee may discuss the matter with senior management, which will include the a representative from the Human Resources Department. The Union delegate and the representative from the State branch of the Union will be involved with the discussions.

The Company shall be allowed a specified period of time as mutually agreed between all parties to the dispute to investigate and resolve the matter.

Step 4. If the grievance remains unresolved at the expiration of the specified period, the parties shall notify the Industrial Relations Commission in accordance with the Section 188 of the Industrial Relations Act, 1991.

General Conditions

(a) All meetings and discussion with the parties to the dispute will take place during normal working hours. The employee and the Union delegate must arrange with their respective supervisors a suitable time for meetings to take place having regard to work priorities.

- (b) During the process of following the procedure, work will continue without industrial action, bans, limitations or other sanctions.
- (c) All parties will act in a responsible manner to bring about a satisfactory resolution to the dispute. No employee will be denied reasonable opportunity to voice their grievance through the proper channels during normal working hours, if the employee perceives the grievance as a genuine issue.
- (d) The "specified period" stated in the first three steps of the procedure should be mutually agreed upon by the parties concerned as being a reasonable time for the matter to be investigated taking into account the nature of the issue. In the case of the parties being unable to agree to a "specified period" then the time period will be two working days for each step.

If the matter is of a serious nature such as a summary dismissal or where an employees immediate safety is at risk, the "specified period" will not apply, the matter should be addressed without any undue delay.

- (e) Matters taken up by an employee directly with the Union delegate or Union Representative without following this procedure, should be handled during the employee's own time, unless the Company agrees otherwise.

PART G - DECLARATION AND SIGNATORIES

62. DECLARATION

This Enterprise Agreement has been negotiated through extensive consultation between the Company, the Union and the Employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The Parties declare that this Agreement:

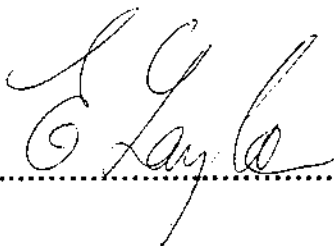
- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress, and;
- (d) Reflects the interests and desires of the parties.

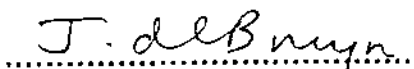
63. SIGNATORIES

This Agreement is made at Baulkham Hills, NSW on this 24th day of June 1993.

Signed for and on Behalf of
SCHERING-PLOUGH PTY LTD

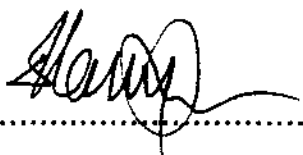
Signed for and on Behalf of
the SHOP, DISTRIBUTIVE
AND ALLIED EMPLOYEES'
ASSOCIATION, NEW SOUTH
WALES

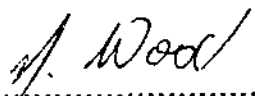

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In the presence of

In the presence of


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SCHEDULE 1: WAGE RATES AND ALLOWANCES

OPERATIVE DATE: Schedule of wages payable from the beginning of the first pay period to commence on or after 17th June 1993.

PART A: WEEKLY WAGE RATES (refer Clause 17)
 Rates shown are for 38 ordinary hours per week.
 All rates shall be calculated to the nearest 10 cents.

(i) Adult Employees

CLASSIFICATION	Experience Level			
	1	2	3	Advanced
Packaging Operator	425.60	437.30	449.10	461.20
Labeller	437.30	449.10	461.20	
Brander	449.10	461.20	473.50	
Line Attendant	461.20	473.50	486.40	499.50
Assistant Packaging Supervisor	486.40	499.50	513.10	
Packaging Supervisor	525.90	540.70	555.40	
Manufacturer Grade 1	473.50	486.40	499.50	
Manufacturer Grade 2	488.70	501.80	515.40	530.60
Chemical Manufacturer	505.00	518.70	532.60	
Manufacturing Supervisor	575.70	591.50	607.80	
Storeperson	456.20	468.50	481.40	494.50
Warehouse Leading Hand	500.00	513.70	527.60	
Laboratory Attendant	425.60	437.30	449.10	
Inspector (QC/QA)	510.50	526.70	543.40	
Trainee Laboratory Analyst	543.40	560.60	581.90	
Laboratory Analyst	560.60	581.90	602.20	
Documentation Controller	560.60	581.90	602.20	
Trainee Analytical Chemist	581.90	602.20	623.20	
Analytical Chemist	635.50	657.70	680.60	704.30

(ii) **Junior Employees**

Junior Employees shall be paid the following percentages of the rate for the adult classification applicable to the work performed by the junior:

Under 17 Years of age	60%
At 17 Years of age	70%
At 18 Years of age	90%
At 19 Years of age & over	100%

All rates shall be calculated to the nearest 10 cents

(iii) **Special Rates**

Special Rates are paid as all purpose rates added to the appropriate weekly rate of pay as specified in the Classification Table (i) of this Schedule.

(a) **Fork Lift Rates**

Warehouse Employees \$6.80 per week

Other Employees \$3.40 per week

(b) **Leading Hand:** \$38.30 per week

(c) **Shift Leading Hand:** \$38.30 per week

PART B: ALLOWANCES

Meal Allowance (refer Clause 32) \$7.50 per meal

First Aid Allowance (refer Clause 53) \$2.50 per day

Vehicle Allowance (refer clause 52d) 50 cents per km