

# ENTERPRISE AGREEMENT

NO: E.A. 392 /1994

DATE REGISTERED: 4-10-94

PRICE: \$ 12-00

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

Australian Pharmaceutical Industries Limited

102 Briens Road  
Northmead NSW 2000

and

its NSW Branch employees

and

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

and

Shop Assistants and Warehouse Employees'  
Federation of Australia, Newcastle and Northern,  
New South Wales  
17 William Street, Hamilton NSW 2303

and

Transport Workers Union NSW Branch  
388-390 Sussex Street, Sydney NSW 2000

and

Federated Clerks Union NSW Branch  
377-383 Sussex Street, Sydney NSW 2000

It is agreed by the Parties as follows:

1. THIS AGREEMENT is to be called the "Australian Pharmaceutical Industries Limited Branch Enterprise Agreement". The parties to the Agreement are Australian Pharmaceutical Industries Limited ("the company"), its employees located at each of its six country branches at Newcastle, Wollongong, Kempsey, Tamworth, Orange and Wagga Wagga and the unions who represent a number of them ("the Union"), those unions being the National Union of Workers NSW Branch, Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Transport Workers Union NSW Branch, Federated Clerks Union NSW Branch. It has not been entered into under duress by any 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 ongoing consultation will take place between the branch manager and staff. A consultative process will be established which meets the needs of the branch manager and staff. This consultative process will be structured to include meetings 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 Australian Pharmaceutical Industries Limited at the Company's country branch locations, in weekly paid warehouse, driving 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. GRIEVANCE & DISPUTES RESOLVING PROCEDURE

In order to ensure grievances are settled promptly, sensibly and fairly, the following procedure has been adopted. Remember that an effective settlement can only be achieved when there is an obvious and genuine sincerity and integrity involved.

- ( i) Employee to try and resolve problem by discussion with his/her immediate supervisor/manager;  
ANSWER WITHIN 8 WORKING HOURS.

IF UNRESOLVED:

- ( ii) Employee should refer the matter to the branch manager if this is a different person to that referred to in (i) above.  
ANSWER WITHIN 8 WORKING HOURS.

IF UNRESOLVED:

- ( iii) Employee should discuss the matter with Personnel after seeking the help of the union delegate if the employee is a member of a Union.  
ANSWER WITHIN 24 HOURS.

IF UNRESOLVED:

- ( iv) Personnel will have discussions with both the employee and the branch manager, and with the union organiser and union delegate if the employee is a member of a Union.  
ANSWER WITHIN 24 HOURS.

IF UNRESOLVED:

- ( v) Personnel will have discussions with the General Manager: Operations as well as the employee, and with the union organiser and union delegate if the employee is a member of a Union;  
ANSWER WITHIN 24 HOURS.

IF NO SOLUTION IS REACHED AT THIS STAGE:

- ( vi) 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, or their nominee, shall take the matter up with the employer association.
- ( vii) Subsequent to this it may occur that if no solution is reached either the Union, the Company or the employee will seek the assistance of the Industrial Relations Commission.

EVERY EFFORT SHOULD BE MADE TO CONTINUE NORMAL WORK DURING THIS PERIOD. NEITHER THE COMPANY NOR THE EMPLOYEE SHOULD TAKE ANY ACTION WHICH WOULD AGGRAVATE THE PROBLEM.

6. HOURS OF WORK:

- ( i) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6.00am and 7.00pm excepting clerks - the ordinary hours for clerical staff will be an average 37.5 per week, Monday to Friday, worked between the times of 6.00am and 6.00pm.
- ( ii) 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 altered to meet the needs of the operation and its customers.

- (iii) An unpaid meal break of 30 minutes between the times of 11.30am and 2.00pm shall apply. A rest break will be allowed of ten minutes in the morning and ten minutes in the afternoon with the afternoon rest break commencing ten minutes before finishing time. An employee will not be expected to work for a period exceeding 5 hours without a break, either meal break of 10 minute rest break.
- (iv) The sick leave provisions of the Awards listed at Clause 16 apply provided that for employees under the NSW Transport (Mixed Industries) Award the payment for any absence on sick leave during the first three months of employment shall apply the same as set out in the NSW Clerks (State) Award.

7. CLASSIFICATION / GRADE STRUCTURE & TRAINING:

This agreement will allow the establishment of a job classification grading structure within the organisation. Consultation will take place with employees in the development and application of the grading structure. Training will be in accordance with the needs of the enterprise with emphasis on current skill and competency levels, career development and potential.

8. EMERGENCY STAND-BY STAFFING

- (i) In the event of a dispute the union will take all reasonable steps to ensure prescription, scheduled products and baby formula are distributed.
- (ii) Without limiting the generality of sub-clause (i) above, on the basis of present manning levels, a number will be agreed between the branch manager and branch employees which will be a set minimum of experienced employees deemed 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.

9. PAYMENT OF WAGES

Wage payments will be made each week by electronic funds transfer direct to the employee's nominated bank account.

10. PERFORMANCE OBJECTIVES:

To meet the commitments given in Clause 2 in relation to efficiency, productivity and customer service agreed performance indicators (or benchmarks) will be developed through consultation between the branch manager and branch employees. These benchmarks will comply with "best practice" procedure for the Industry so as to provide a competitive advantage for the business. The 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. Every endeavour will be made to develop these benchmarks within two months of the date of this Agreement.

11. FLEXIBILITY ARRANGEMENT

To meet the requirements of our customers and service the needs of the community in relation to prescription drugs and health related products and services provided by API, the parties agree that where a "local" holiday applies to employees this entitlement will be handled as follows: The employees will work on that day as required by the branch manager



and take time off in lieu for the hours worked on that particular holiday on another day which is mutually agreed between the employee and the manager. (An example of "local" holiday is Newcastle Show Day where employees are required to work a number of hours on that day and take off those hours on another day which is mutually agreed between the employee and the branch manager.)

#### 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 over-award, except when consistent with the terms of the Agreement.

#### 13. TERM OF AGREEMENT

This Agreement shall operate for a period of 12 months from the date of registration.

#### 14. PAYMENT OF INCREASES UNDER THIS AGREEMENT:

##### ( i ) STAGE I:

- (a) A wage increase for this Stage I agreement will be paid effective the first pay period on or after the date of signing of this agreement. The amount of this increase will be 3% on the actual rate of pay. Current rates of pay are equal to or in excess of Awards.
- (b) The rates of pay increased by clause 14.(i)(a) above take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid at the rate of pay in accordance with that clause on and from June 2 1993 or the date of employment, whichever is the later.

##### (ii) STAGE II:

As detailed in Clause 14 of this Agreement a further increase of 3% will be paid on ratification of the Agreement by the Commission.

#### 15. DURATION OF AGREEMENT

The timetable for developing the full Agreement which will have a life of 12 months (from Agreement of this Stage I) is as follows:

- ( i ) Agreement on Stage I (as contained in this document) & issues in place;
- ( ii ) First Quarter:
  - + Establishment of a set of performance indicators (or "Benchmarks") as referred to in clause 2(iii) and to work positively together to improve productivity and efficiency.

These performance indicators, or benchmarks, will be at a minimum level of "best practice" for the Industry so as to provide a competitive advantage for the business.

- + Classification & grading structure to be developed;
- ( iii ) Remainder of Agreement:
  - + Benchmarks will be measured and monthly progress published to employees during the life of this Agreement.
  - + Classifications put in place;

Handwritten signatures and initials on the right side of the page, including a large 'L' at the top, a circular stamp, and several other illegible signatures and initials.

16. RELATIONSHIP TO PARENT AWARDS

Apart from clauses specified in this Stage I Agreement all other clauses of the Award governing employment of the various employees shall apply, including:

NSW Clerks (State) Award

NSW Transport (Mixed Industries) Award

Section 11 Agreement with NUW (ex Storemen & Packers Award)

which has as its parent Award the Storemen & Packers (Wholesale Drug Stores) Award

WITNESS BY THE PARTIES this 30th day of April 1994



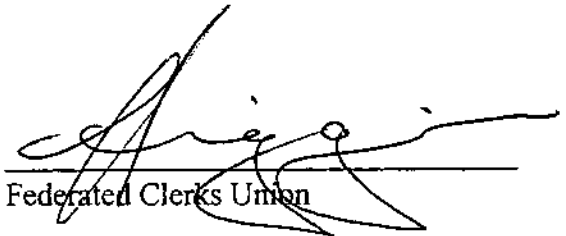
Kim Murchison  
General Manager: Operations



National Union of Workers



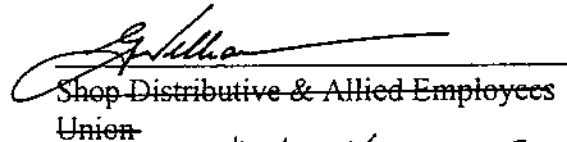
Narelle Kennedy  
Personnel Manager



Federated Clerks Union



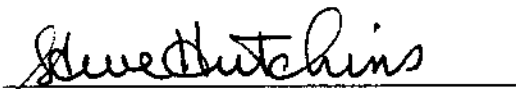
Vic Martin, Branch Manager Newcastle  
Branch representing Branch Managers



Shop Distributive & Allied Employees  
Union  
Shop Assistants + Warehouse Employees'  
Federation of Australia, Newcastle and  
Northern, New South Wales.



Member of Newcastle Branch Joint  
Consultative Committee representing  
Branch employees



Transport Workers Union

