

ENTERPRISE AGREEMENT

NO: E.A. 430 /1995

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NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1991

PART 3 DIVISION 2 - REGISTRATION OF ENTERPRISE AGREEMENT

QDL LIMITED

AND

THE NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

THIS AGREEMENT made in pursuance of the Industrial Relations Act 1991 this day of October 1995 between QDL Limited (hereinafter referred to as "the Company") and the National Union of Workers New South Wales Branch, (hereinafter referred to as "the Union) witnesseth that it is hereby mutually agreed as follows:

1. APPLICATION OF AGREEMENT

1.1 Parties Bound

This Agreement is binding on the Company and the Union and the Employees of the Company employed in classifications covered by this Agreement.

1.2 Scope and Coverage of Enterprise Agreement

This Agreement shall apply to Storepersons employed by QDL Ltd New South Wales Branch located at 52 Redfern Street, Wetherill Park, New South Wales and engaged in connection with the wholesaling and distribution of pharmaceutical and related products.

1.3 Relationship to Parent Awards

1) This Agreement shall be read and interpreted wholly in conjunction with the following parent award:

. Storeman and Packers General (State) Award

2) To the extent of any inconsistency between this Enterprise Agreement and the parent awards this Enterprise Agreement shall prevail.

1.4 Posting of Enterprise Agreement

The Company shall exhibit a true copy of this Enterprise Agreement in a conspicuous place or places on the premises so as to be easily read by the employees. The Company shall ensure that prior to the engagement of employees subsequent to the registration of this Enterprise Agreement, all new employees will be supplied with a true copy of this Enterprise Agreement.

2. DATE OF OPERATION AND LIFE OF AGREEMENT

This Agreement shall operate from the date of registration and shall continue until 30 April, 1997

3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Aims & Objectives of Agreement

- (1) To improve productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures which will significantly increase the competitiveness of the enterprise in the Company's industry and offer secure and worthwhile employment for its employees.
- (2) To adopt a consultative and participative approach to implement increased and sustained productivity across all areas of operations of the enterprise.
- (3) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the industry.
- (4) To reduce the level of disputation between the employees and the Company by ensuring that procedures for resolving grievances and disputes are followed.
- (5) To maintain a consultative mechanism whereby all changes and proposals that may affect the operations of the enterprise are discussed and evaluated by the Company, the employees and the Union.

3.2 Grievance and Disputes Procedure

- (1) The parties agree at all times to abide by the procedure outlined in paragraph (2) below and work will continue without any industrial action while the parties seek resolution of a dispute, claim or grievance.
 - (1A) In any case "ethical" products (ie those products coded S2 and above and any other product for which a prescription is required) will be exempt from any industrial action.
- (2) In the event of a dispute, claim or grievance likely to affect the business of the Company or the employment of members of the Union, the following procedures shall be followed.
 - (a) In order to allow for the peaceful resolution of the dispute, claim or grievance the parties are not to participate in or be responsible for stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of

negotiation and conciliation as detailed herein are being followed.

- (b) In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances.
- (c) Should the dispute, claim or grievance remain unresolved the employee may refer the matter to his/her representative who shall attempt to resolve the matter with the relevant supervisor.
- (d) Should the dispute, claim or grievance remain unresolved, the Union representative shall consult with an official of the Union who may wish to discuss the matter with an appropriate representative of the Company. Such discussion should, if possible, take place within 24 hours after the request has been made.
- (e) The Company shall ensure that all practices applied during operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the Enterprise.
- (f) Emphasis shall be placed by the parties on a negotiated settlement. However, if the negotiation process is exhausted without the dispute, claim or grievance being resolved, the parties may jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute.

3.3 Training

Employees will continue to be trained to achieve their potential and to meet the needs of the enterprise.

The training will be in accordance with the standards and accreditation established by the National Training Council and the relevant industry training council to provide a career path for employees of the enterprise and to meet the specific needs of the enterprise.

3.4 Improvements in Communication

All parties to this Agreement agree to continue to participate constructively in regular staff/management meetings which will be utilised for the development and allocation of tasks to achieve a more efficient utilisation of the resources.

3.5 Spread of Hours

The ordinary working hours for employees covered by this agreement shall be worked between 6.00am and 6.00pm Monday to Friday. All time worked outside the spread of ordinary hours shall be overtime and paid in accordance with the overtime provisions of the relevant Parent Award.

3.6 Labour Flexibility

- (1) Employees shall perform a wider range of duties as required by the Company including work which is incidental or peripheral to their main task or function.
- (2) Employees shall perform such work as is reasonable and lawfully required of them by their Company including performing tasks in any section of the Company's business provided the tasks are within the competence of the employees.
- (3) The Company agrees to provide training where necessary to ensure employees are capable of meeting the Company's requirements in relation to quality and accuracy of the work assigned to them.

3.7 Redundancy

- (1) Except as provided herein the provisions of this clause shall apply to all permanent (full-time) and part-time (known as casuals) staff of the Company having six months or more service.
- (2) The termination change and redundancy provisions of the parent award in respect of the Union party to this Agreement will apply to any redundancy situation which occurs at the Company, except to the extent that those provisions are less favourable to employees than the terms of this Agreement.
- (3) In the event of a redundancy occurring employees who are to be terminated will receive four weeks' notice with an extra week's notice for staff over forty-five years of age.
- (4) Up to one day per week without loss of pay will be allowed for employees to attend interviews to gain alternative employment during the notice period. Any disputes concerning the taking of time off in accordance with this subclause shall be referred to the Consultative Committee for resolution of the matter.
- (5) Employees of the Company who are retrenched on account of redundancy will be paid three weeks' pay for each year of completed service or part thereof up to a maximum of fifty-six weeks in any individual employee's case, including the loading set out in subclause (6) hereunder. Provided that part-time staff will be paid

on a pro rata basis on the number of hours worked each week compared to the total number of weekly ordinary hours for permanent employees.

- (6) A loading of 10% in addition to the redundancy pay set out in subclause (5) hereof will be paid to staff who are forty-five years of age or over. Staff who are under forty-five years of age but who have significant years of service, will receive the following stepped loadings in recognition of their length of service:

Years of Service	Loading
10-15 years	5%
16 years	6%
17 years	7%
18 years	8%

Provided that when an employee becomes forty-five years of age that employee automatically becomes entitled to the full 10% loading. The loadings contained in this subclause are not cumulative.

- (7) All allowances received by the employee for the performance of their duty will be included in the calculation of redundancy pay. Overtime shall not be included in the calculation of redundancy pay.
- (8) Entitlements to redundancy pay as set out in this clause shall be exclusive of any award entitlements an employee may accrue for annual leave and long service leave.
- (9) In calculating years of service (and part thereof) under this Agreement, service will be calculated in accordance with the calculation of continuous service for the purposes of long service leave as prescribed in the Long Service Leave Act.
- (10) In the case of retrenchments under this Agreement, retrenchments will be made firstly on the basis of voluntary redundancy when the Company will call for volunteers, and then on the basis of the Company retrenching casual employees, then on the basis of part-time employees who will be selected on the basis of "first on last off". Both the Company and the Union will be at liberty to refer any problems with this formula to the Consultative Committee for discussion.

3.8 Sick Leave before and after a Public Holiday

Where an employee is absent from duty on the day before or the day after a public holiday, the employee shall prove to the satisfaction of the Company the absence from work due to illness, injury or incapacity before obtaining an entitlement to the public holiday.

For the purposes of this clause the production of a medical certificate is deemed to be satisfactory proof.

3.9 Security

In order to maintain a high level of product security, the Company reserves the right to inspect any baggage an employee may bring on site. Should Company product be found in possession of the employee, the Company shall investigate the matter and if satisfied there is no valid reason for the employee possessing such product, may commence disciplinary procedures against the employee.

Provided that the provisions of this clause shall not limit or reduce the legal rights of either the Company or the employee.

4. WAGES

(a) Wages payable to employees covered by this Agreement shall be increased as follows:

- . by 5% from the 1 September, 1995.
- . by a further 4% from 1 September, 1996.

New rates of pay are to be paid in the first pay period following registration of this Agreement in respect of the period between 1 September 1995 and the date of registration.

(b) The increases set out in paragraph (a) are based on the following:

1. Employees will continue to take action to get all goods out of the warehouse on time by working together in teams to take necessary action and make the necessary decisions to ensure that goods are despatched on time.
2. Employees and management will use the consultative processes in place at the warehouse to ensure that Key Performance Indicators (KPI's) discussed during negotiations are implemented. The KPI's, among other things are aimed at ensuring that orders are picked and packed with the highest possible degree of accuracy. Within three months, by 31 December 1995, the following issues will be dealt with:
 - * Physical aspects of the warehouse including lighting levels and revised stock location plans.
 - * A system for measuring the accuracy of performance of warehouse employees. External factors such as incorrect orders, product returns and delivery performance, which warehouse employees cannot directly control, will not be included.

* Procedures for avoiding dated stock and for carrying out stock rotation.

(c) All employees are committed to:

- . Achieving accurate picking and packing;
- . On time despatch of goods; and
- . Effective dealing with stock rotation and avoiding dated stock.

5. ACCUMULATING RDO'S

- (a) Agreement has been reached enabling up to 6 RDO's to be accumulated during each year.
- (b) The company will identify peak and trough levels of activity (either during each month or during the year) when accumulated RDO's can be taken.
- (c) An arrangement agreed between company management, employees and the union will be introduced allowing RDO's to be taking during periods of low activity.

6. SUBSEQUENT CERTIFIED AGREEMENT

The parties to this agreement commit to commence negotiations over the review of this agreement 3 months prior to the expiration of this agreement.

7. STATEMENT REGARDING DURESS

The parties agree that this Agreement:

- (a) is not contrary to the 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.

8. The increases in wages set out in clause 4 (a) shall be applied to the "shop rates" of individual employees which differ from employee to employee.

The increases shall be applied to the appropriate award wage rate plus overaward payments existing at the date upon which the Agreement was made.

The wage rates are recorded in time and wages records which are kept at the Company's office at the address set out in clause 1.2.

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a cursive name and a date '2/1' written below it.

SIGNED for and on behalf of QDL LIMITED, by:

M. P. Mitchell
.....
[Signature]
.....
Witness

In the presence of

SIGNED for and on behalf of
THE NATIONAL UNION OF WORKERS
NEW SOUTH WALES BRANCH by:

[Signature]
.....

In the presence of

[Signature]
.....
Witness
Sam. FER Low
J.P.

QDL.EA