

# ENTERPRISE AGREEMENT

NO: E.A. 160 /1996

DATE REGISTERED: 13-6-96

PRICE: \$ 24-00

**Ciba-Geigy Australia Limited (Pendle Hill Pharmaceutical Warehouse)  
Enterprise Agreement**

ENTERPRISE AGREEMENT made on the 27th day of February 1996.

BETWEEN

CIBA-GEIGY AUSTRALIA LIMITED (ACN 002 933 717) of 140 Bungaree Road, Pendle Hill in the State of New South Wales (the Company);

AND

EMPLOYEES OF THE COMPANY EMPLOYED IN THE PHARMACEUTICAL WAREHOUSE WHO ARE LISTED IN SCHEDULE 1 (the Employees).

1. TITLE

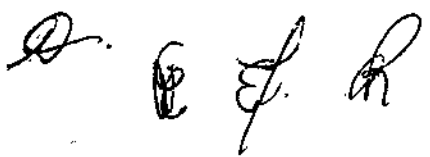
This enterprise agreement will be known as the "Ciba-Geigy Australia Limited (Pendle Hill Pharmaceutical Warehouse) Enterprise Agreement".

2. PREAMBLE

- (a) The Company employs workers under the Storemen and Packers, General (State) Award and the Storemen and Packers, General (State) Wages and Expense Related Allowance Adjustment Award (1995) (the Awards).
- (b) The aim of this agreement is to give effect to provisions in existing agreements which have not been overridden by subsequent agreements reached between the Company and the Employees and to introduce improvements in efficiency and productivity within the Company's Pharmaceutical Warehouse at 140 Bungaree Road, Pendle Hill, NSW
- (c) It is intended that this agreement be registered as an enterprise agreement under Division 2 of Part 3 of Chapter 2 of the *Industrial Relations Act 1991* (NSW).

3. PARTIES

- (a) The parties to this agreement are the Company and the Employees.
- (b) The enterprise for which this agreement is made is the Company's Pharmaceutical Warehouse at 140 Bungaree Road, Pendle Hill, NSW.
- (c) The trades and occupations to which this agreement relates are set out in Schedule 2.



## 4. WAGES AND ALLOWANCES

- (a) The rates of pay payable to the Employees will be increased by an amount equal to 10% of their rate of pay (which comprises a 7% increase for entering into this agreement and a 3% market adjustment). The increase takes effect on and from the date of registration. Employees covered by the agreement, at the date of registration will receive a 10% increase from 1 January 1996 or the date of employment whichever is the later. Those rates of pay are specified in column 1 of Schedule 2.
- (b) If all the productivity measures specified in clause 6 of this agreement are achieved, the Employees will be paid a further wage increase of an amount equal to 7% of their rate of pay with effect from the first pay period to commence on or after the first anniversary of the date of this agreement. Those rates of pay are specified in column 2 of Schedule 2.
- (c) In the event that all or some of the productivity measures referred to in clause 6 are not achieved, the Company may, in its absolute discretion, pay the Employees a wage increase based on its assessment of the level of achievement of the productivity measures specified in clause 6 with effect from the first pay period to commence on or after the first anniversary date of the agreement.
- (d) The Employees agree not to pursue further claims for changes in work conditions or increases in wages or allowances during the term of this agreement.
- (e) During the term of this agreement, any adjustment to rates of pay or allowances pursuant to any State Wage Case decisions will be absorbed in the wages and allowances specified in this agreement.

## 5. EFFICIENCY IMPROVEMENTS

(a) **Labour Flexibility**

Storepersons will meet safety requirements in operating equipment, handling chemicals and emergency response to fire, spill or evacuation.

Storepersons will support the maintenance of company accreditation to AGSAFE standards.

Storepersons will apply skill to competency level of training in computer applications, MRP II including Inventory Record Accuracy and Total Quality Management.

The parties agree that the tasks performed by the Employees will be performed on a rotation basis to be determined in consultation with the Company.

(b) **Payment of Wages**

The Employees agree to the following:

- (i) Wages will be paid by electronic funds transfer into a bank account or building society account nominated by the employee;
- (ii) Wages will be paid fortnightly in arrears (except for Christmas shutdown);
- (iii) The pay cycle will be from Tuesday to Monday inclusive, or as otherwise agreed between the Company and the Employees.

(c) **Hours**

The daily span of hours for day workers will be 6 am to 5.30 pm.

Starting and finishing times will be negotiated within the span of hours applicable to day work so that some stores' staff start and finish earlier than others. Storepersons agree to be sufficiently flexible to achieve an acceptable balance in the composition of the two groups.

(d) **Meal Hours**

The parties agree that the Employees will take meal breaks as specified by the Warehouse Manager. The Company will have the option to stagger the meal break on those occasions when the work load necessitates.

The morning and afternoon tea break will be restricted to 10 minutes.

The taking of the meal break may be at different times within the Pharmaceutical Warehouse to ensure continuous coverage.

(e) **Overtime**

Notwithstanding planned overtime periods, the parties agree that, by agreement between the individual employee and the supervisor, it will be possible to substitute time off (which will be paid at normal rates) in lieu of being paid for overtime provided that any time off in lieu must be taken by the employee within two months of the date of accrual.

(f) **Rostered Days Off**

There will be flexible arrangements on taking rostered days off in agreement with the Warehouse Manager based on work load and availability of other Storepersons.

The parties agree that rostered days off will not accumulate from year to year. If at the completion of a calendar year an employee has any untaken rostered days off, the Company may in its absolute discretion

either pay out such untaken rostered days at normal rates at the end of that calendar year or require an affected employee to take all or any of the untaken rostered days off during January.

(g) **Sick Leave**

Each employee will be allowed two paid single day sick leave absences in a sick leave year without provision of a medical certificate. Thereafter, a medical certificate from a qualified medical practitioner will be required as evidence of illness to qualify for payment of such leave.

(h) **Annual Leave Loading**

A loading of seventeen and one-half percent will be paid on all annual leave in the pay period in which the employee's anniversary date falls.

(i) **Special Leave**

In the event of an employee requesting and obtaining approval for special leave of absence of up to 4 hours duration, this time can be made up as agreed with the Warehouse Supervisor with such make-up time classed as normal time and not overtime. If it is not possible to schedule the working of the make-up time, or the employee elects not to do so, then such leave is taken without pay.

(j) **Training**

Storepersons will undertake the training necessary to secure GMP accreditation and the identification, handling and storage of pharmaceutical products and in the operation of warehouse computer terminals.

The Company will nominate the number of storepersons required to undertake first-aid and safety training.

All staff will attend in-house education and training seminars as required by the Warehouse Manager.

(k) **Manning Levels**

Manning levels will be related to the volume of work to be handled. As far as possible, seasonal variations will be covered by working reasonable overtime.

(l) **Laundry Allowance**

The Employees will launder their own work clothing and will be paid an allowance of \$8.45 per week. This allowance will be increased in accordance with the Consumer Price Index as at 1 July each year to maintain its relative value.

## 6. PRODUCTIVITY IMPROVEMENTS

The parties agree that the following productivity measures are to be achieved in the first 12 months from the date of this agreement:

These performance indicators will be recorded on a monthly basis and one month prior to the anniversary date of this agreement the Company will advise employees of the level of achievement of the productivity measures contained in this clause.

### Picking Errors

The number of order lines incorrectly picked will not exceed an average of 10 per month. The average number of order lines incorrectly picked for October to December 1995 was 15 per month. The number of order lines incorrectly picked is determined by the number of errors reported by customers.

### Picking Rate

The average annual number of order lines picked per man hour (including outside labour) must improve by 5%. The average number of order lines picked per man hour for the calendar year 1995 was 5.7 lines per hour.

The number of lines is to be determined by the number as recorded on BPCS and the number of man hours is calculated as follows:

Number of permanent staff x 220 days x 7.6 hours plus the number of outside hours engaged by the Company.

### Inventory Write Off

Inventory write off per year must not exceed 0.01% of cost of sale. The percentage inventory write off for 1995 was 0.017%.

This is calculated by netting the amount of stock gains and stock losses plus stock take adjustment for the year as recorded on BPCS.

## 7. CLASSIFICATION STRUCTURE

The parties agree that the following classification structure will apply within the Pharmaceutical Warehouse:

### (a) Trainee - Grade 1

Person has no previous experience in stores operation and most probably is not licensed to operate materials handling equipment.

- performs picking, assembling/packing and checking of orders under supervision;

- undertakes training in identification and proper storage of goods according to GMP requirements;
- operates a forklift under supervision to qualify for licence;
- undertakes other work as assigned including cleaning of work areas.

(b) **Trainee - Grade 2**

Person has previous stores operation experience but not in a Pharmaceutical Warehouse. May not hold a forklift operators licence.

Training activities and job responsibilities as for grade 1.

Training period - 3 months.

(c) **Storeperson Grade 3**

Holds a current forklift operator's licence and being able to perform the below activities with minimal supervision:

- unloads, identify and sort incoming goods;
- stores inward goods in allocated areas;
- book in incoming materials as per SOP;
- assemble stock for despatch;
- packs stock for despatch;
- checks orders assembled by other storepersons prior to packing/despatching;
- loads outward goods onto vehicles;
- makes special deliveries as required;
- responsible for good housekeeping. Cleans designated stores areas as directed.

(d) **Storeperson Grade 4**

Job responsibilities and qualifications as per Grade 3 plus any two (2) of the qualifications listed at (i) and acquired at the request of a responsible manager.

(e) **Storeperson Grade 5**

Job responsibilities and qualifications as per Grade 3 plus any three (3) of the other qualifications listed at (i) and acquired at the request of the responsible manager.

(f) **Storeperson Grade 6**

Job responsibilities and qualifications as per Grade 3 plus Points 1 and 2 plus two (2) other qualifications listed at (i) and acquired at the request of the responsible manager.

(g) **Team Leader - Grade 1**

A store person classified as Grade 5 or Grade 6 and who is appointed to this position by the Warehouse Supervisor. Performs specific supervisory duties as required including standing in for a Team Leader Grade 2 for limited periods.

(h) **Team Leader - Grade 2**

A storeperson classified as Grade 6 and who is appointed to this position by the Warehouse Supervisor. Responsibility cover allocation and directing of work.

Ensures work operations are carried out with safe work practices.

Ensures work operations are carried out according to SOPs.

Responsible for training of other storepersons so that they achieve the level of competence necessary for the relevant work activity.

(i) **Qualifications Acquired at Company Request**

- Company accreditation of good understanding of GMP requirements and knowledge of SOPs.
- Competence in use of BPCS and MS Mail.
- Isolader licence.
- Competence in handling Schedule 8 items.
- Current first aid certificate.
- Satisfactory completion of TAFE Warehousing and Distribution Course.

8. **AWARD**

The provisions of this agreement prevail over the provisions of the Awards that deal with the same matters.



## 9. DISPUTE PROCEDURE

To enable claims, issues and disputes, including individual grievances, to be progressed while work proceeds normally, the procedures outlined in this clause will apply:

- (a) The employee involved will advise the employee's supervisor of the claim, issue or dispute and the supervisor will take all reasonable steps to settle the matter. The employee may be represented if he or she wishes.
- (b) If the matter is not resolved by the supervisor, it will be referred to the Warehouse Manager who will take all reasonable steps to settle the matter.
- (c) If the matter is not resolved by the Warehouse Manager, it will be referred to the Manager Planning and Logistics for the Pharmaceutical Division who will take all reasonable steps to settle the matter.
- (d) If the matter is not resolved by the Manager Planning and Logistics, it will be referred to the Human Resources Manager and the Divisional Manager who will take all reasonable steps to settle the matter.
- (e) If the matter is not resolved by the Human Resources Manager and Divisional Manager, the employee and the Human Resources Manager and Divisional Manager may agree to involve an independent third party to assist in resolving the matter by way of mediation.
- (f) The parties agree that throughout this procedure work will proceed normally without stoppages or limitations.

## 10. DECLARATION

The parties to this enterprise agreement declare that this agreement was not entered into under duress by any party to the agreement.

## 11. TERM

This agreement will, having regard to section 117 of the Industrial Relations Act 1991, have effect from the date it is registered and will operate from the beginning of the first pay period on or after [date] and will remain in force for a period of 2 years from [date].

The Company and the Employees agree to commence discussions for a further enterprise agreement three (3) months prior to the date of expiry of this agreement.

SIGNED ON BEHALF of )  
CIBA-GEIGY AUSTRALIA LIMITED )  
(ACN 002 933 717) in the presence of: )

*H. Mann*  
Name (printed): Hermann I. Mann

*C.N. Westcott*  
Witness  
Name (printed): C.N. WESTCOTT

SIGNED by WILLIAM EYKE in the )  
presence of: )

*W.P. Eyke S.P.*

*C.N. Westcott*  
Witness  
Name (printed): C.N. WESTCOTT

SIGNED by BRADLEY KLINE in the )  
presence of: )

*B. Kline*

*C.N. Westcott*  
Witness  
Name (printed): C.N. WESTCOTT

SIGNED by ARNOLD RUSSELL in )  
the presence of: )

*A. Russell*

*C.N. Westcott*  
Witness  
Name (printed): C.N. WESTCOTT

SIGNED by EDWARD THOMPSON  
in the presence of:

*E Thompson*  
.....

*C. N. Westcott*  
.....

Witness  
Name (printed): *C. N. WESTCOTT*

SCHEDULE 1  
EMPLOYEES

William Eyke

Bradley Kline

Arnold Russell

Edward Thompson

## SCHEDULE 2

Classification	Annual Rate of Pay		
	Prior to Agreement	First 10% increase from 1/1/96	Second 7% increase from first anniversary date
Trainee Grade 1	22,624	24,886	26,628
Trainee Grade 2	23,778	26,156	27,987
Storeperson - Grade 3	25,082	27,590	29,521
Storeperson - Grade 4	25,559	28,115	30,083
Storeperson - Grade 5	25,985	28,584	30,585
Storeperson - Grade 6	26,436	29,080	31,116
Team Leader - Grade 1	27,139	29,853	31,943
Team Leader - Grade 2	28,493	31,342	33,536