

ENTERPRISE AGREEMENT

NO: E.A. 161 /1996

DATE REGISTERED: 13-6-96

PRICE: \$ 32-00

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

ENTERPRISE AGREEMENT made on the 26th day of February 1996.

BETWEEN

CIBA-GEIGY AUSTRALIA LIMITED (ACN 002 933 717) of 131 Ballendella Road, Pendle Hill in the State of New South Wales (the Company);

AND

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

1. TITLE

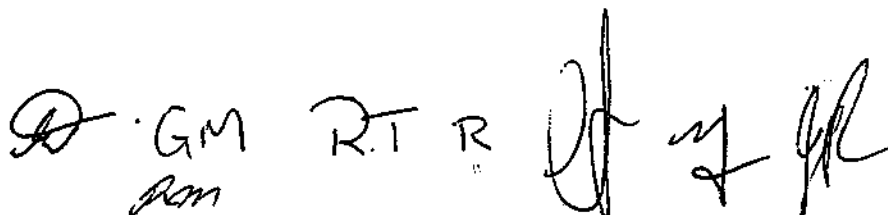
This enterprise agreement will be known as the "Ciba-Geigy Australia Limited (Pendle Hill Agricultural Warehouse) Enterprise Agreement".

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 Agricultural Warehouse at 131 Ballendella 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 Agricultural Warehouse at 131 Ballendella Road, Pendle Hill, NSW.
- (c) The trades and occupations to which this agreement relates are set out in Schedule 2.



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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.

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(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 warehouse employees will be 6.00 am to 5.30 pm.

(d) **Meal Hours - Meal Money**

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.

No meal money is payable when at least 24 hours' notice has been given of the requirement to work overtime.

(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 workload 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 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 the first two weeks of January.

(g) **Sick Leave**

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

(h) **Annual Leave**

Annual leave will be taken at a time or times with the agreement of the Warehouse Manager.

(i) **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.

(j) **Laundry Allowance**

The Employees will launder their own clothing and 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.

Delivery Docket Despatch

Delivery dockets will be despatched within 2 working days of the printing of the delivery docket.

The target for delivery docket despatches is to attain 90% of delivery dockets being despatched within 2 working days of the printing of the delivery docket

The despatch of delivery dockets will be measured by recording all dockets printed and the date of confirmation (despatch) on a graph as a percentage of the total number of dockets despatched during each four week period.

A pro-forma graph for the measurement of delivery docket despatches is Schedule 3 to this agreement.

Inventory Record Accuracy

The Inventory Record Accuracy ("IRA") will be not less than 95% per month which is to be measured by recording in cycle counting process the raw inventory record accuracy and adjusting (after investigation) for delayed transactions within the system that are out of the control of the Pendle Hill warehouse personnel.

This results in the true IRA average per month which is graphed as a percentage of total hits (matches of actual versus recorded) against a time interval of one month.

A pro forma of the graph for measuring IRA is Schedule 4 to this agreement.

Destuffing Shipping Containers

The Warehouse Supervisor will upon the arrival of each shipping container on site determine whether the container is to be destuffed or yard stored based on the availability of warehouse storage or the priority of goods within the container. This process will identify "designated shipping containers" for the purpose of this productivity measure.

Designated shipping containers which arrive on site will be destuffed within 48 hours of arriving on site.

The target to be reached is 90 % of designated shipping containers to be destuffed within 48 hours of arriving on site.

The destuffing of designated shipping containers will be measured by recording for each designated shipping container the date on site and the date of completion of destuffing. The graph will reflect the percentage of containers destuffed within the 48 hour time frame during each four week period.

A pro forma of the graph for measuring the destuffing of designated shipping containers is Schedule 5 to this agreement.

7. CLASSIFICATION STRUCTURE

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

Trainee - Grade 1 (Minimum entry level to stores work in CGAL)

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 chemicals to achieve Company accreditation standard;

- operates with permit a fork lift and isoloader under supervision so as to qualify for licence;
- undertakes other work as assigned including housekeeping of work area.

Training period - 3 months.

Trainee - Grade 2

Person has previous stores operation experience but not in a chemical warehouse. Person may not hold a fork lift operators licence.

Training activities and job responsibilities as for Grade 1.

Training period - 3 months.

Stores Person - Grade 3

Job responsibilities as set out in Schedule 6.

Qualifications

- Fork lift operators licence;
- Within 12 months, personal accreditation with AGSAFE recording competency in identification, storage, handling and transport of chemicals.

Stores Person - Grade 4

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

Stores Person - Grade 5

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

Stores Person - Grade 6

Job responsibilities and qualifications as for Grade 3 plus any four (4) of the qualifications listed below and acquired at the request of the responsible manager.

Qualifications Acquired at Company Request

- company accreditation of competence in storing and picking stock in the area designated by the Company as "high rise";
- isoloader licence;

- assessed as competent to operate a VDT (PC) or other electronic equipment to required degree of access;
- current first aid certificate;
- qualified at a course relevant to Warehouse and Distribution operations eg. TAFE Warehousing and Distribution Course, MRP II, TQM, ISO Accreditation.

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.

Team Leader - Grade 2

A store person classified as Grade 5 or Grade 6 and who is appointed to this position by the Warehouse Supervisor. Responsibilities cover allocation and directing of work.

- ensure work operations are carried out in accordance with safe work practices including use of protective equipment where required;
- responsible for training of store persons so that they achieve the level of competence necessary for the relevant work activity.

Subject to this agreement and future legislative requirements, no employee will be compelled to acquire additional skills or qualifications to progress through this structure.

Progress through the Grade Structure will be determined by the Warehouse Manager.

Store persons will not be paid for possession of a qualification unless acquired at the Company's request.

8. AWARD

The provisions of this agreement prevail over the provisions in 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.

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- (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 Logistics and Administration for the Agricultural Warehouse who will take all reasonable steps to settle the matter.
- (d) If the matter is not resolved by the Manager Logistics and Administration, 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 _____ and will remain in force for a period of 2 years from _____

The Company and the Employees agree to commence discussions for a further 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:)


 Name (printed): Hermann T. Mani


 Witness
 Name (printed): C.N. WESTCOTT

SIGNED by MICHAEL McKEOWN in the presence of:)

Michael McKeown

[Signature]

Witness Name (printed): C.N. WESTACOTT

SIGNED by JOHN RINDFLEISH in the presence of:)

J Rindfleish

[Signature]

Witness Name (printed): C.N. WESTACOTT

SIGNED by ROD MALLER in the presence of:)

R Maller

[Signature]

Witness Name (printed): C.N. WESTACOTT

SIGNED by GLEN MEYER in the presence of:)

Glen Meyer

[Signature]

Witness Name (printed): C.N. WESTACOTT


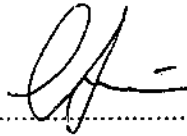
SIGNED by RISTO TIILIKKA in the presence of:)

Risto Tiilikka

[Signature]

Witness Name (printed): C.N. WESTACOTT

SIGNED by CRAIG FRANCIS in the presence of:



Witness

Name (printed): C.N. WESTACOTT

SCHEDULE 1
EMPLOYEES

Michael McKeown

John Rindfleish

Rod Maller

Glen Meyer

Risto Tiilikka

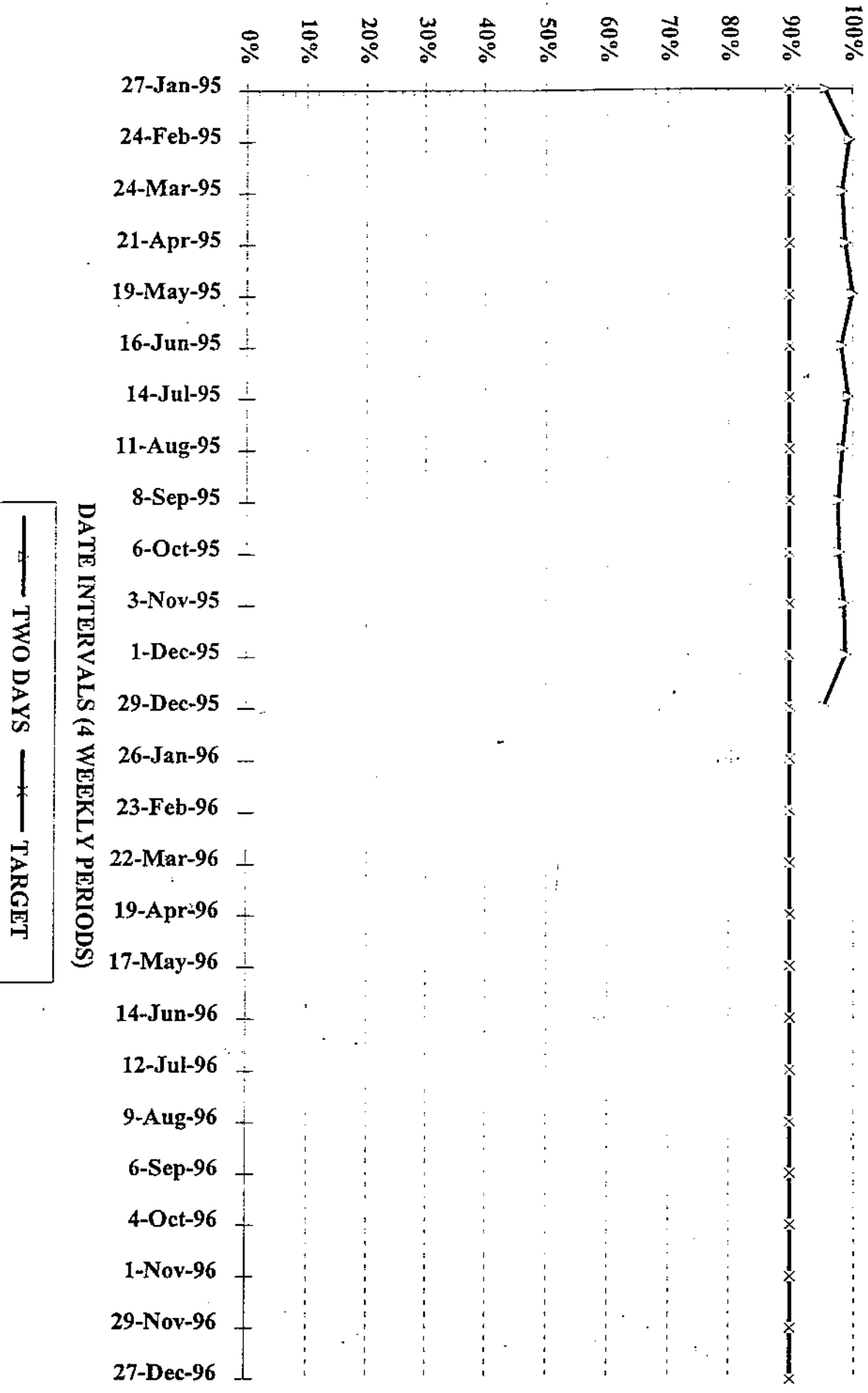
Craig Francis

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
Stores Person - Grade 3	25,082	27,590	29,521
Stores Person - Grade 4	25,559	28,115	30,083
Stores Person - Grade 5	25,985	28,584	30,585
Stores Person - Grade 6	26,436	29,080	31,116
Team Leader 1	27,139	29,853	31,943
Team Leader 2	28,493	31,342	33,536

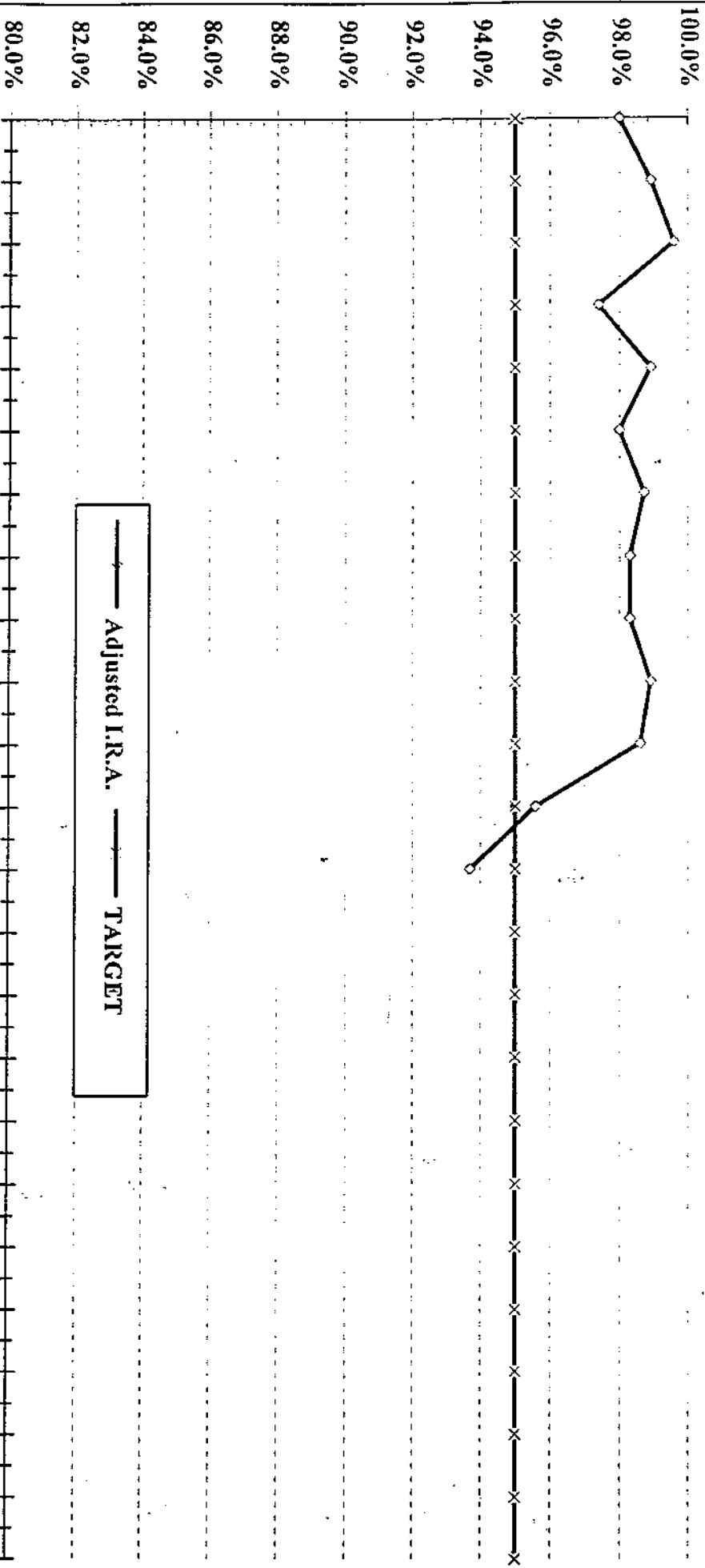
PERCENTAGE OF DOCKETS SATISFIED

DESPATCH SATISFACTION FROM PENDLE HILL ALL DIVISIONS (4 WEEKLY PERIODS)



DATE INTERVALS (4 WEEKLY PERIODS)
 ———— TWO DAYS ———— TARGET

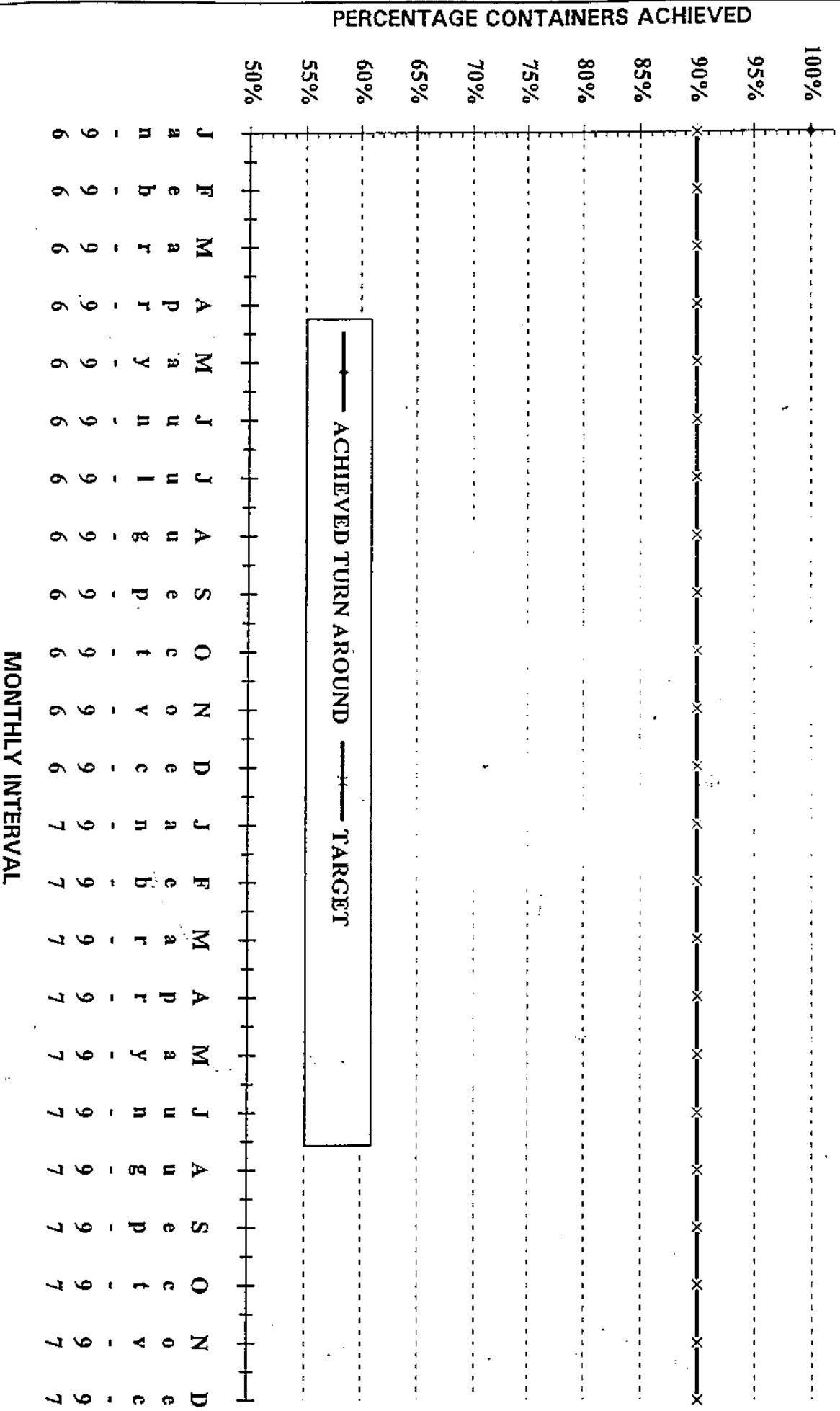
PROCESS CHART SHOWING MONTHLY INVENTORY RECORD ACCURACY FROM JANUARY-95 TO JANUARY-96.



Adjusted I.R.A. TARGET

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PROCESS CHART SHOWING MONTHLY TURN AROUND OF SEA FREIGHT CONTAINERS



SCHEDULE 6

1. Operate forklift trucks, isoloader and associated equipment.
2. Unload and destuff containers and truck deliveries.
3. Segregate receipts, check, put away and record detail.
4. Identify and record returned stock.
5. Transfer material between locations.
6. Pick product for dispatch.
7. Pack product for dispatch including band strapping and stretch wrapping and calculate weights.
8. Arrange transport pick up and documentation.
9. Dispatch goods to conform with legislative requirements and any special needs of customers.
10. Repack small lots.
11. Load vehicles, containers and transport equipment.
12. Assist in checking safety equipment.
13. Assist in stocktaking methods.
14. Deliver minor special deliveries by small truck to external customers or forklift to internal customers.
15. Using appropriate equipment, maintain a high standard of housekeeping including waste bin emptying.
16. Within competency limits, carry out minor preventative maintenance tasks.
17. Repalletise where required upon receipt, transfer or dispatch.
18. Answer customer service enquiries within limits of available information.
19. Assist manufacturing in product packing and movement on special occasions.
20. At completion of each day's operations, make safe product and equipment, relocate spill weirs, put forklifts on charge, close doors, extinguish lights and secure premises.