

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/100

TITLE: API (Canberra) Pty Ltd Enterprise Agreement

I.R.C. NO: 2001/378

DATE APPROVED/COMMENCEMENT: 23 February 2001/29 August 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA96/408

GAZETTAL REFERENCE: 4 May 2001

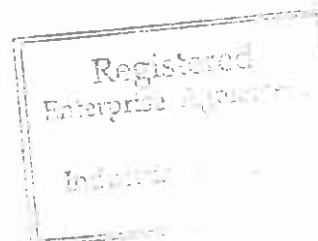
DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees in warehouse and clerical occupations at the Queanbeyan operation

PARTIES: API (Canberra) Pty Limited -&- National Union of Workers, New South Wales Branch



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And: p.s.u.v

**API (Canberra) Pty Ltd
CERTIFIED AGREEMENT
AUGUST 2000**

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

**API (CANBERRA) PTY LTD
of 27-31 HINCKSMAN STREET
QUEANBEYAN NSW 2620**

and

its employees

and

Registered
Enterprise Agreement
Industrial Registrar

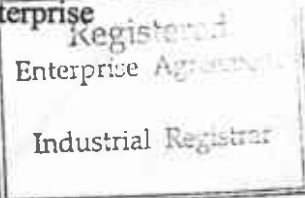
**NATIONAL UNION OF WORKERS NSW BRANCH
of 3-5 BRIDGE STREET
GRANVILLE NSW 2142**

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Registered
Enterprise Agreement
Industrial Registrar

1. THIS AGREEMENT is to be called the "API (Canberra) Pty Limited Enterprise Agreement".



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 Customers, the Company, Employees and the community generally.
- (ii) So that issues may be addressed which effect workers and management and to explore ways of improving efficiency, productivity and customer service, a consultative committee has been established and meets on a regular basis.
- (iii) The objective of this Enterprise Agreement and the development of the 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.
- (iv) Management and staff have expressed their commitment to the development of productivity improvement benchmarks.

3. PERFORMANCE OBJECTIVES

To meet the performance objectives in Clause 2 in relation to efficiency, productivity and customer service the Joint Consultative Committee will establish agreed performance objectives. These will comply with "best practice" principles for the industry so as to provide a competitive advantage for the business. These bench marks may include aspect such as safety, attendance, waste, customer service quality, error/damage reduction and other issues which may arise by mutual agreement of the Joint Consultative Committee.

4. PARTIES BOUND

This Agreement shall be binding on API (Canberra) Pty Limited ("the Company"), its employees in warehouse and clerical occupations and the National Union of Workers ("the Union").

5. UNION/MANAGEMENT CO-OPERATION

The Union recognises its responsibilities as representing employees and realises that in order to provide maximum opportunity for continuing employment and good working conditions, the company must function effectively.

The Company and the Union will endeavour to work in a spirit of co-operation 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.

6. COVERAGE OF AGREEMENT

This agreement shall apply to API (Canberra) Pty Ltd operations at 27-31 Hincksman Street, Queanbeyan, in respect of all employees at the Queanbeyan operation who are covered by the Storeman and Packers Wholesale Drug Stores Award (State) NSW and the Clerical and Administrative Employees (State) Award (NSW).

7. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall come into operation subject to certification from first pay period commencing on or after 29 August 2000 and shall remain in force for a period of 24 months to 28 August 2002.

8. RELATIONSHIP WITH OTHER AWARDS

Relationship with the Storeman and Packers Wholesale Drug Stores Award (State) NSW and the Clerical Administrative Employees (State) Award (NSW), provided that where there is an inconsistency, the Agreement shall take precedence to the extent of the inconsistency.

9. DISPUTE PREVENTION AND SETTLEMENT

(a) Procedure relating to a grievance of an individual employee:-

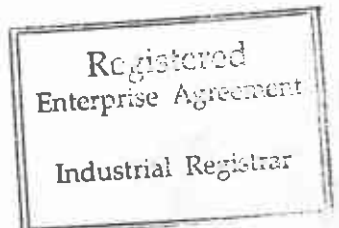
(i) The employee shall notify their immediate supervisor/manager of the concern and outline their desired solution.

(ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.

(iii) Reasonable time limits must be allowed for discussions at each level of authority.

(iv) At the conclusion of each stage of discussions the Company must provide a response to the employee's grievance, including reasons for the decision.

(v) While the concern is being finalised, normal work must continue.



(vi) The employee may be represented by an industrial organisation of employees.

(b) Procedures for a dispute between the Company and the employees:

(i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.

(ii) Reasonable time limits must be allowed for discussions at each level of authority.

(iii) While the concern is being finalised, normal work must continue.

(iv) The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

(c) Should the matter not be resolved having followed the above procedure, either party may refer the matter to the Industrial Relations Commission of NSW.

10. EMERGENCY STAND-BY STAFFING

(i) In the event of a dispute, the union will take all reasonable steps to ensure that any required products are distributed, in particular (but not limited to) prescription, S3 and baby formula.

(ii) Experienced staff will remain to ensure the distribution of stock. The number will represent 50% of employees covered by this agreement.
("Experienced" in this context means deemed by the Company to have had substantial experience in relevant areas.)

(iii) If training is required to prepare employees to meet emergency staffing requirements, either described in (i) above, or required by causes such as computer breakdowns, power failure, absenteeism and other causes, then such training will be arranged by the Company.

11. HOURS OF WORK

(i) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6:00 am and 6:00 pm.

(ii) Once having fixed the time for commencing and ceasing work it shall not be altered without seven (7) days notice to the employees concerned, or by mutual agreement between the employer and such employees. Where the majority of the employees in a plant or section 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 11:30 am and 2:00 pm shall apply. A rest break will be allowed of 15 minutes in the morning for all

- employees. An employee will not be expected to work for a period exceeding 5 hours without a break, either meal break or 15 minutes rest break.
- (iv) A loading will be applicable to Saturday at the award rate of time and one half for the first two hours and double time there after.
 - (v) A rostering system will be introduced to provide employees with one rostered day off per month. This system will be non-compulsory and available to staff wishing to participate in the scheme. An employee will work an additional 24 minutes per day at the end of their current hours worked to accumulate the time to enable a rostered day per month. The roster will include each employee having one Monday, one Friday or one mid week day (that is, Tuesday, Wednesday or Thursday) off per month on a rotating basis.
 - (vi) The facility to bank up to two rostered days off per annum during periods of peak trading, or at an employee's request, will be by mutual agreement between the employer and such employees.
 - (vii) Half RDO's are available but need to be pre-approved and allocated as per the RDO roster.
 - (viii) Any other flexibility requested with regard to RDO's, such as an occasional $\frac{1}{4}$ RDO, will be considered by the Branch Manager on a case-by-case basis, depending on the circumstances surrounding the request.

12. EMPLOYEE COUNSELLING AND CORRECTIVE GUIDANCE PROCEDURE

The Company requires all employees to maintain a fair output of work and follow all reasonable instructions relating to work.

This procedure is designed to encourage and improve good work practices, performance and individual conduct. The procedure will also prescribe steps for giving guidance and, in appropriate cases, taking disciplinary action.

(i) Objectives

To encourage and improve good work practices, performance and individual conduct, and at the same time assist the company in meeting its moral and legal obligations.

To ensure that all matters relating to employee conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.

To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.

To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

(ii) Responsibilities

This procedure is to be observed by the Supervisors and the Branch Manager at all levels. It is management's responsibility to make available and known to all employees as appropriate, the standard terms and conditions of their employment, and all rules and regulations relating to their work. Employees for their part are required to familiarise themselves with these documents and to comply with the prescribed company rules and statutory regulations.

Infringements of rules will be dealt with on an individual basis and, where appropriate, mitigating circumstances will be taken into account.

(iii) Administration Procedure

Apart from offences or misconduct incurring summary dismissal, unsatisfactory attendance, work performance etc. of a less serious nature should be dealt with in accordance with the following steps:

(iv) Step 1 - Counselling

The immediate Supervisor or Manager concerned should:

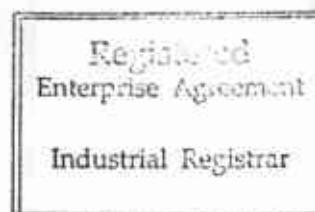
- (a) Discuss the problem with the employee, giving the employee an opportunity to respond/explain his/her position.
- (b) The employee has the option at any time in this step of requesting the presence of a colleague or the Union Delegate.
- (c) Advise employee of the standards of performance, attendance or conduct etc. expected.
- (d) Agree on specific action and standards required to be taken and set a date for review.

Should the same situation or problem recur within a reasonable period, the procedure set out in Step 2 below should then be followed:

Note: A record of counselling should be made with a copy retained by the Branch Manager, a copy to the employee's history file, and a copy for the employee.

(v) Step 2 - First Warning

- (a) Review previous situation.



- (b) Indicate insufficient responses to previous counselling and discuss reason why, giving the employee an opportunity to respond/explain his/her position.
- (c) Indicate to employee the consequence of continued lack of improvement.
- (d) Discuss possible solutions to the problem.
- (e) Wherever possible, agree on action to be taken and set further date for review. Should the same situation again recur within a reasonable period the procedure in Step 3 should be followed.
- (f) Employee has the option of requesting the presence of a colleague or the Union Delegate.

Note: A record of first warning should be made with a copy retained by the Supervisor/Branch Manager, a copy to the employee's history file and a copy given to the employee.

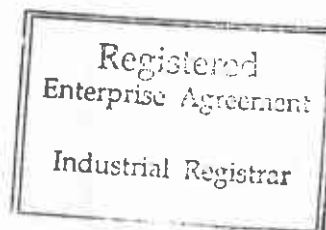
(vi) Step 3 - Second Warning

If counselling is not successful the Supervisor/Branch Manager should reprimand the employee. In so doing he/she should:

- (a) Restate the offence, giving the employee an opportunity to respond/explain his/her position
- (b) Restate the agreed corrective action.
- (c) Indicate to the employee the action now being taken, i.e. a second written reprimand will now be administered.
- (d) Warn the employee that further repetition of the offence or failure to improve may result in a final warning.
- (e) Record the reprimand, with a copy of the "Record of Interview" to be served to the employee. Should there be further recurrence of the offence or conduct within a reasonable period, Step 4 of this procedure should be followed. A copy to the employee's history file and copy given to the employee.

Prior to administering a reprimand, the Supervisor or Branch Manager concerned shall consult the Branch Manager and the Personnel Manager or equivalent. The employee concerned is invited to request the attendance of a colleague or the Union Delegate.

(vii) Step 4 - Final Warning



If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again the offence or unsatisfactory conduct should be restated and the employee warned that failure to improve within a reasonable period could result in dismissal. The employee is invited to request the attendance of a colleague or the Union Delegate. Final warnings should be recorded as in Step 3(e) above.

(viii) Step 5 - Dismissal

If counselling and warnings have proved to be ineffective, there is no alternative but to dismiss the employee.

If dismissal becomes necessary, the action should be discussed with the Branch Manager, the General Manager and the Personnel Manager prior to any action being taken and the following procedure will be observed.

- (a) Prior to actually dismissing any employee in these circumstances, the employee may initially be stood down on pay, whilst the matters giving rise to the possible dismissal are reviewed between the Supervisor and his/her immediate Manager. In this review the Supervisor's Manager will satisfy himself/herself that all steps in the procedure have been followed and that the employee has failed to respond to earlier counselling and formal warnings and that dismissal is now justifiable and necessary.
- (b) Having determined that dismissal could be an outcome, the employee should be invited into the privacy of an office and invited to have a colleague or the Union Delegate present.
- (c) Restate the offence or problem, restate the corrective action which was previously agreed upon, and explain that termination is now being considered by the Company.
- (d) Ask the employee if there are any reasons the employee can give that termination should not proceed; consider any issues raised; decide, and convey that decision. (The meeting may be adjourned to allow full consideration.)
- (e) Submit a record of interview to the Personnel Department stating the reason for dismissal.

Note: The Manager should always ensure that they are accompanied by the Supervisor or another Manager whilst effecting dismissals in these cases. It is advisable to ensure that the employee is paid out in lieu of notice.

13. CLASSIFICATIONS

This Agreement will allow the Joint Consultative Committee to establish a job classification grading structure including competency standards within the organisation.

Training will be conducted by using the resources available to the Company. Training will be in accordance with the needs of the organisation with emphasis on skills development, competency levels, and career development.

(i) **Casual Employees**

Casual employees shall be paid at an hourly rate equal to 1/38 of the Enterprise Agreement rate, plus a casual loading of 17.5% plus 1/12, with a minimum of four hours work.

(ii) **Part-time Employees**

Part-time employees shall be paid on a pro-rata hourly rate equal to the appropriate weekly rate for the classification under the Enterprise Agreement.

4. RATES OF PAY

All employees covered by this Agreement will receive a wage increase based on their current overaward wages effective the first pay period after 29 August 2000 as under:

<i>29 th August 2000</i>	<i>29 th August 2001</i>
4%	4%

Payment of wage increases and other changes under this Agreement will be implemented once the parties have signed and returned the Agreement to the Company.

15. PAYMENT OF WAGES

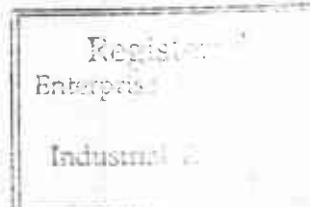
Wages shall be paid in the employer's time, not later than Thursday in each week, direct to the employee's nominated bank or building society account. Any charges associated with the process will be to the employee's account.

The pay week will be from the previous Friday to Thursday.

Provided that in any week in which a public holiday falls on a Thursday or Friday, wages accrued shall be paid on the previous Wednesday.

Where payment is made by Electronic Funds Transfer and cannot be made within the prescribed period for reasons over which the employer has no control (e.g. systems failure) the employee may elect to be paid by cheque or to be paid by Electronic Funds Transfer within 48 hours without penalty. In the case of an emergency, cash may be made available.

Upon termination of the employment, wages due to an employee shall be deposited into the nominated bank account on the next pay day. Alternatively, the employee may request that a cheque be drawn and posted on the next working day.



16. ALLOWANCES

(i) Meal Allowance

An employee required to work overtime for any period in excess of 1 1/2 hours after the usual hour of ceasing duty or after 6:00 pm, whichever is the earlier, shall be supplied with a meal allowance as under:

(ii) The first aid allowance will be paid as under:

(iii) The casual rate of reimbursement for use of own vehicle for business will be at the rate of \$0.52 cents per kilometre and will be reviewed in line with the Statutory Award payments.

<i>Allowance</i>	<i>Current Rate per week</i>	<i>29 August 2000 4%</i>	<i>29 August 2001 4%</i>
First Aid	\$9.82	\$10.21	\$10.62
Meal Allowance	\$8.38	\$8.72	\$9.07
Mileage Allowance	52 ¢ per km	as per Award variations	as per Award variations

7. HIGHER DUTIES

An employee employed in a higher classification for two hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

If employed for less than two hours on any day or any such higher classification, they shall receive such higher rate of pay whilst so employed.

The above provisions shall not apply to employees receiving the hourly allowance under subclause (v) Fork Lift and Mobile Crane Drivers, of Clause 8, Allowances and Special Rates, of the Storeman and Packers Wholesale Drug Stores (State) Award.

No employee shall suffer any reduction in wages if temporarily employed on work other than on which they are regularly employed and for which a lower rate is provided for in the Enterprise Agreement or Award.

18. OVERTIME

(i) Overtime will be paid at the rate of time and a half for the first two hours, thereafter double time.

(ii) On Sundays overtime will be paid at the rate of double and a half time with a minimum of four hours.

- (iii) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time agreed with the Supervisor/Branch Manager within a twelve month period. Overtime taken as time off during ordinary hours shall be taken at the ordinary rate. If the time is not taken within the twelve month period it will be paid out at the relevant overtime rate.

19. SICK LEAVE

- (i) Two weeks (10 days) per employee per year and one week (5 days) in the first year of employment.

Any weekly employee who, is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:

- (a) Five days in the first year, once having completed three months service with the employer.
- (b) During any subsequent year of service an employee shall be entitled to leave not exceeding ten days of ordinary working time.
- (ii) Sick Leave to Accumulate

If the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall, provided an employee remains in the service of the employer, or any successor of such employer, be cumulative from year to year.

- (iii) Notification and Proof of Sickness

Provided that in either case such employee produces or forwards within 48 hours of the commencement of such absence, evidence satisfactory to the employer that his/her non-attendance was due to personal ill health or accident necessitating such absence.

The employer may agree to accept from the employee a statutory declaration as being satisfactory evidence of ill health or accident.

Employees shall be allowed a maximum of two separate days sick leave, without production of evidence, which shall not be consecutive ordinary working days.

- (iv) Incentive Payment for Reduction of Sick Leave

The parties acknowledged that the reduction of absences due to sick leave has a direct positive impact on productivity and the overall efficiency of the site and agree that a bonus payment will be paid to an employee who works a full fixed-quarter (three months) with no sick/family leave absence. The payment will be made at the rate of 1.0% of ordinary time wages for that three month period. Payment will be made in the second or third pay period after the end of the quarter.

Quarter periods are fixed as follows:
19th February to 18th May
19th May to 18th August
19th August to 18th November
19th November to 18th February

Employees on workers compensation, long service leave or annual leave will be entitled to the bonus during the said three month period if no sick/family leave absences have been taken.

20. BEREAVEMENT LEAVE

An employee shall, on the death of a husband, wife, father, mother, sister, brother, child, step-child, mother-in-law, father-in-law, grandmother or grandfather, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave. For the purposes of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

Where interstate or overseas travel by the employee is involved, consequent upon the death of any of the above relations, such employee shall, subject to satisfactory proof of relationship and death, be entitled to the provisions of this clause and up to a further 26 calendar days leave of absence without pay.

21. JURY SERVICE

(i) Reimbursement for Jury Service

An employee on weekly hiring required to attend for jury service during ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

(ii) Notification of Jury Service

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.

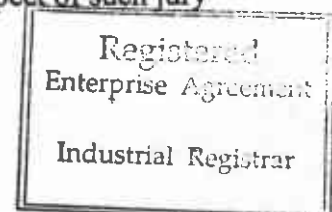
(iii) Proof of Attendance at Jury Service

Further, the employee shall give the employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

22. SPECIAL FAMILY LEAVE

(i) Use of Sick Leave

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be



entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being either:
 - a member of the employee's immediate family; or
 - a relative of the employee who is a member of the same household.
- (c) the term "immediate family" includes:
 - a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The term "relative" means a person related by blood, marriage or affinity.
- (e) The term "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other.

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(ii) Annual Leave

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed between them.

Access to annual leave shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

23. ANTI-DISCRIMINATION

It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preferences, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

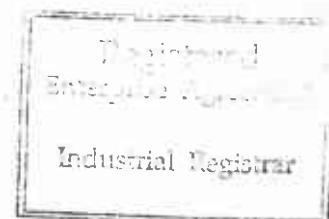
Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of the Agreement nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (ii) Junior rates of pay, until 22 June 2000, or later date determined by the Commission in accordance with s. 143 (1E) of the Act.
- (iii) an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- (iv) the exemptions in s.170 CK(3) and (4) of the Act.

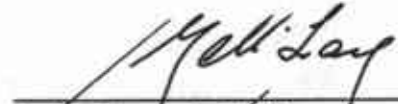
24. NO EXTRA CLAIMS

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 overaward, except when consistent with the terms of this Agreement. Any increases arising from any decisions (including National Wage Decisions) shall be fully absorbed into the rates paid.




25. SIGNATORIES


Witnessed by the Parties this _____ day of _____
2000.




For and on behalf of
API (Canberra) Pty Ltd



In the presence of



For and on behalf of
National Union of Workers



In the presence of
Jennifer Lee, J.P.

