

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/206

**TITLE:** **Sigma (New South Wales) Certified Agreement 2005**

**I.R.C. NO:** IRC5/3340

**DATE APPROVED/COMMENCEMENT:** 8 July 2005 / 2 February 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/129.

**GAZETTAL REFERENCE:** 19 August 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to the National Union of Workers - NSW Branch (the union) and its members, QDL Limited, trading as Sigma, in respect of all employees at the Kingsgrove, Newcastle and Wetherill Park facilities in NSW. The Agreement supersedes in full all previous Agreements and covers employees in the Manufacturing Chemists (Sigma Company Limited) Award 1999, the Storemen and Packers General (State) Award, and the Clerical and Administrative Employees (State) Award.

**PARTIES:** QDL Limited trading as Sigma Pharmaceuticals Limited -&- the National Union of Workers, New South Wales Branch

# **SIGMA (NEW SOUTH WALES) CERTIFIED AGREEMENT 2005**

## **PART 1**

### **APPLICATION AND OPERATION OF AGREEMENT**

#### **1.1 Agreement Title**

This agreement shall be known as the Sigma (New South Wales) Certified Agreement 2005.

#### **1.2 Arrangement**

This agreement is arranged as follows:

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### **1.3 Term of Agreement**

- 1.3.1 This agreement shall commence from 2 February 2005 and shall remain in force until 1 February 2007.
- 1.3.2 The parties to this agreement shall begin negotiations for a new agreement on or after 1 November 2006.
- 1.3.3 Following its expiry, the agreement shall continue to operate until varied by the parties or replaced by another agreement.

### **1.4 Parties Bound and Coverage**

This agreement shall be binding on:

- (a) QDL Limited trading as Sigma ('the company', 'the employer', or 'Sigma');
- (b) All employees at the Kingsgrove, Newcastle and Wetherill Park facilities in New South Wales for whom there is an appropriate classification within this agreement and would normally be covered by the awards referred to in clause 1.7.1; and,
- (c) National Union of Workers - New South Wales Branch ('the union') and its members.

## 1.5 Anti-Discrimination

- 1.5.1 It is the intention of the parties to this agreement to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, and
- 1.5.2 Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement, and
- 1.5.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable federal and /or state legislation.

## 1.6 Definitions

### 1.6.1 Continuous service

In calculating continuous service, employment is deemed to be unbroken notwithstanding:

- (a) any annual leave or long service leave taken;
- (b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- (c) any absence from work where the employee is entitled to paid sick leave;
- (d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the employer;
- (e) any absence on any other account not involving termination of employment.
- (f) In calculating twelve months of employment any absence of a kind mentioned in (a), (b) or (c) are counted as part of the year of employment but for absences in (d) and (e) it will be necessary for the employee as part of qualification for continuous service to serve such additional period as equals the period of such absences.

### 1.6.2 Transmission of business

#### Definitions

"business" includes trade, process, business or occupation and includes part of any such business;

"transmission" and "transmitted" include transfer, conveyance, assignment or succession whether by agreement or by operation of law;

"successor" and "transfer" of business have the same meaning as is ascribed to those words by the *Industrial Relations Act 1996*;

"transmittee" shall mean the party to whom the business covered by the scope of this agreement is transferred to;

"transmitter" shall mean Sigma or any of its associated entities engaged in the transfer of business to another party;

"acceptable alternative employment" shall mean an offer of employment in which the terms and conditions are defined by this agreement or when considered on an overall basis are substantially

similar and no less favourable than the terms and conditions defined by this agreement. For the purposes of this clause acceptable alternative employment shall mean a location within a 20km radius of the affected employee's current workplace. However, leave is reserved for the parties to discuss inter-company transfers in the event of a suitable opportunity arising which is in excess of this benchmark;

"Another party" shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within the industry.

#### 1.6.2.1 Transmission of business or work

- (i) Where the company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the company will notify the employees who may be affected by the proposed changes and the union/s.
- (ii) As soon as practicable after the decision has been made to transmit such business and not less than 12 weeks before the proposed transmission is to take place the company will advise the affected employees and the National Union of Workers about the likely effects of its decision on those employees.
- (iii) At the same time as the discussion referred to in sub clause 1.6.2.1(ii) above the parties shall commence discussions regarding the proposed transmission of business including discussing the following:
  - (a) The reasons for the proposed transmission of business;
  - (b) Any available alternatives to such transmission of business;
  - (c) Measures proposed by the company to avoid or minimise the effects on the employees of the transmission of business including the availability of acceptable alternative employment with either the transmittee or the transmitter of the business.
- (iv) The provisions of the redundancy clause at Clause 3.2 of this agreement are not applicable where a business is before or after the date of this agreement, transmitted from a transmitter to a transmittee in any of the following circumstances:
  - (a) Where the employee accepts an offer of acceptable alternative employment as defined, with the transmittee in which the transmittee recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
  - (b) Where the employee rejects an offer of acceptable alternative employment as defined, with the transmittee in which the transmittee recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
  - (c) Where the employee accepts an offer of acceptable alternative employment as defined, with the transmitter in which the transmitter recognises the period of continuous service which the employee has accrued with the transmitter and any prior transmitter to be continuous service of the employee; or
  - (d) Where the employee rejects an offer of acceptable alternative employment as defined, with the transmitter in which the transmitter recognises the

period of continuous service which the employee has accrued with the transmitter and any prior transmitter to be continuous service of the employee.

### **1.7 Relationship to Other Awards and Agreements**

1.7.1 This agreement is to be read in conjunction with the:

- (a) Manufacturing Chemists (Sigma Company Limited) Award 1999;
- (b) Storeman and Packers General (State) Award; and,
- (c) Clerical and Administrative Employees (State) Award

provided that this agreement shall prevail to the extent of any inconsistencies.

1.7.2 This agreement shall supersede in full the following agreements:

- (a) Sigma (New South Wales) Certified Agreement 2003;
- (b) Sigma NSW Enterprise Improvement Agreement 2001;
- (c) Sigma NSW Enterprise Improvement Agreement 1999;
- (d) Sigma NSW Enterprise Improvement Agreement 1997; and,
- (e) All other agreements entered into which have expired.

### **1.8 Consolidation of NSW Agreements**

It is agreed that the parties will work toward a consolidation of the two current Sigma certified agreements in New South Wales, i.e. the Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2005 and the Sigma (New South Wales) Certified Agreement 2005, into a single, comprehensive agreement which will supersede, and be read to the exclusion of, any other agreement or award.

### **1.9 No Extra Claims**

It is agreed by the parties that up to the nominal expiry date of this agreement:

The parties will not pursue any extra wage claims, whether award or overaward;

The parties will not seek any changes to conditions of employment;

The agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to s170ML of the Workplace Relations Act 1996; and

Neither the employees, nor any party to this agreement, will engage in protected action pursuant to s170ML of the *Workplace Relations Act* 1996, in relation to the performance of any work covered by the agreement.

## **PART 2**

### **COMMUNICATION AND DISPUTE RESOLUTION**

#### **2.1 Procedures for the Avoidance of Industrial Disputes**

2.1.1 Any question, dispute or difficulty arising from this agreement shall be dealt with in accordance with the following procedure:

- (a) the matter shall first be discussed between the employee affected and the appropriate supervisor. The employee may choose to be represented by the union delegate.
  - (b) if the matter remains unresolved, the matter shall be discussed between the employee, an accredited representative of the union and the appropriate line manager.
  - (c) if the matter remains unresolved, the matter shall be discussed between an official of the union and an appropriate representative of the company.
- 2.1.2 While the matter in dispute is being discussed in accordance with the procedure, as prescribed in subclause (2.1.1) hereof, work shall continue and the status quo as applying before the dispute shall be maintained. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.
- 2.1.3 It will be open to either party at any time to seek the assistance of the NSW Industrial Relations Commission for resolution of a dispute using conciliation and/or arbitration.

## **2.2 Notice Board**

The employer shall provide a notice board of reasonable dimensions in a prominent position in the establishment, upon which accredited union or unions representatives shall be permitted to post formal union notices. Any notice posted on such board may be removed by an accredited union representative.

## **2.3 Availability of Agreement**

A copy of this agreement as varied from time to time shall be maintained by the employer and shall be supplied to each properly appointed employee representative.

# **PART 3**

## **EMPLOYMENT RELATIONSHIP**

### **3.1 EMPLOYMENT CATEGORIES**

#### **3.1.1 Full-time employment**

Employees not specifically engaged as regular part-time or casual employees are for all the purposes of this agreement full-time employees.

#### **3.1.2 Casual employment**

A casual employee is one engaged and paid as such. A casual employee shall be paid one thirty eighth of the weekly rate prescribed by this agreement plus a loading of 24% for all ordinary hours of work. The casual loading includes the 1/12th of ordinary time earnings casual employees are entitled to under the *Annual Holidays Act 1944*.

#### **3.1.3 Part-time employment**

- (a) A part time employee shall mean any employee employed for less than 38 hours per week but more than 20 hours per week on a regular and continuous basis.
- (b) A part-time employee may have their ordinary hours increased or reduced by up to 20% by mutual agreement or in the absence of mutual agreement with the provision of 14 days notice in writing to the employee.
- (c) Notwithstanding (b) above, a part-time employee may have their ordinary hours increased by more than 20% by mutual agreement with the individual employee.

- (d) Pro-rata entitlements to redundancy, personal leave, annual leave, long service leave and family leave shall apply.
- (e) A part time employee who works in excess of their ordinary hours as mutually agreed shall be paid overtime in accordance with clause 5.3 (overtime) of this agreement.
- (f) An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with 3.1.2.

### **3.2 Redundancy**

#### 3.2.1 Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

#### 3.2.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 3.3.1 the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### 3.2.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in 3.3.1 of this agreement and subject to further agreement of the NSW Industrial Relations Commission, an employee whose employment is terminated for reasons set out in 3.2.1 shall be entitled to four week's pay for each year of completed service or part thereof, up to a maximum of fifty - six (56) weeks in any individual employee's case including the loading set out in clause 3.2.3(b) hereunder. Provided that permanent 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.
- (b) A loading of 10% in addition to the redundancy provisions set out in clause 3.2.3(a) (subject to the 56 week cap) will be paid to employees who are forty five years of age or older at the time of retrenchment.

Staff who are under the age of forty five at the time of retrenchment, but 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 or over	8%

Provided that when an employee becomes forty-five (45) years of age, that employee automatically becomes entitled to the full 10% loading. The loadings in this subclause are not cumulative.

- (c) Week's pay means the ordinary time rate of pay for the employees concerned.



- (d) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

#### 3.2.4 Employee leaving during notice period

An employee whose employment is terminated for reasons set out in 3.3.1 may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 3.2.5 Alternative employment

An employer, in a particular redundancy case, may make application to the NSW Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### 3.2.6 Time off during notice period

- (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 3.2.7 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor shall it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

#### 3.2.8 Incapacity to pay

An employer, in a particular redundancy case, may make application to the NSW Industrial Relations Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

#### 3.2.9 Continuity of service

An employee's entitlements under this clause will not be affected by a transmission of business.

### **3.3 Termination of Employment**

#### 3.3.1 Notice of termination by employer

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks

5 years and over

4 weeks

- (b) In addition to the notice in 3.3.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 3.3.1(a) and/or 3.3.1(b) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- (e) Notwithstanding the provisions in this clause the employer has the right to dismiss any employee without notice for conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only.

### 3.3.2 Notice of termination by employee

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) If a weekly employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 3.3.3 Time off during notice period

Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

## 3.4 Probationary Period

- 3.4.1 A probationary period of three months applies to all new employees. This period is necessary to allow sufficient time for the company to assess the skills and performance of the employee.
- 3.4.2 During this period either party may terminate this contract for any reason by providing one day's notice to the other party.
- 3.4.3 On, or before, the expiration of the three month probationary period the employer will assess the employee's suitability for permanent employment. At that time the employer will either confirm the employee's permanent employment status or terminate their employment contract.
- 3.4.4 Probationary employees will accrue all entitlements for the duration of the probationary period. Further, employees will be paid in accordance with their recognised and assessed skills and shall not be disadvantaged whilst on probation.

## 3.5 Job Security

- 3.5.1 It is not the intention of the company, during the life of the agreement, to either contract out any existing functions carried out on site, nor to remove any existing functions from the site.

- 3.5.2 In the event that the company gives consideration to the issues outlined immediately above, the company commits to giving the union sufficient notice in order to allow appropriate consultation about such possible changes.

## **PART 4**

### **WAGES AND RELATED MATTERS**

#### **4.1 Classifications And Wage Rates**

##### 4.1.1 Classification structure

The classification structure is attached at appendix 2.

##### 4.1.2 Notification of classification

All employees shall be given written notification by the employer of their classification:

- (a) upon commencement for new employees;
- (b) within two weeks of entering into a classification or a promotion coming within the scope of this agreement

##### 4.1.3 Wage increases

During the life of the agreement there shall be increase in wages that will be implemented in the following manner:

- (a) Commencing from the first full pay period after 1 February 2005, wages will be increased by \$34 per week;
- (b) Commencing from the first full pay period after 1 December 2005, wages will be increased by \$30 per week.

Refer to Appendix 3 for wage rates for the life of this agreement.

#### **4.2 Higher Duties**

An employee employed in a higher classification for 2 hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for all hours worked at the higher classification.

#### **4.3 Payment of Wages**

4.3.1 Wages shall be paid in arrears not later than Thursday of each week.

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

4.3.3 Where mutually agreed between the employer and a majority of employees, wages may be paid weekly or fortnightly.

4.3.4 Overtime shall be paid within a week from the pay day succeeding the day or days on which such overtime becomes due. Provided that, where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.

4.3.5 On termination an employee shall be paid all monies due to the employee. Such monies shall be paid on the day of termination or at the next regular payday.

4.3.6 Wages shall be paid in cash, by cheque or electronic funds transfer.

#### **4.4 Allowances**

##### 4.4.1 First aid attendant

When an employee having the appropriate qualifications is appointed to act as a first-aid attendant, they shall be paid a weekly allowance in addition to their ordinary rates of pay.

##### 4.4.2 Meal allowance

Where an employee is required to continue working past his or her usual finishing time for more than one hour, he or she shall be paid a meal allowance for the purchase of any meal required.

##### 4.4.3 Travel allowance

Where an employee uses their own vehicle for work related purposes and is authorised by the employer to do so, the employee shall be reimbursed for each kilometre travelled.

4.4.4 The allowance amounts payable are contained in appendix 1.

#### **4.5 Accident Make-Up Pay**

4.5.1 This clause shall apply to all weekly employees covered by this award and it shall apply only in respect of incapacity which results from an injury received on or after the date of the making of this award.

4.5.2 The circumstances under which an employee shall qualify for accident make-up payments shall be as prescribed hereunder:

- (a) The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the employer pursuant to the provisions of the relevant Act as amended from time to time. The relevant Act means the *Workers Compensation Act 1987*.
- (b) Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee and the employee's usual rate of pay. Such payments shall exclude additional remuneration by way of overtime payments, special rates or other similar payments.
- (c) Accident make-up payment shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to 4.5.2(e), and to the maximum period of payment prescribed in 4.5.2(d), accident make-up payment shall apply only to the period of incapacity after the first week.
- (d) The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the relevant Act until such incapacity ceases or until the expiration of a period of 26 weeks from the original occurrence of such injury whichever event shall first occur.
- (e) Subject to 4.5.2(c) the liability of the employer to pay accident make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant Act and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.

- (f) In the event that the employee receives a lump sum in redemption of weekly payments under the relevant Act the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.
- (g) The employer may at any time apply to the NSW Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by the employer contains provisions generally not less favourable to their employees than the provisions of this clause.

#### **4.6 Superannuation**

4.6.1 Upon engagement of employment, new employees will be given a choice of becoming a member of the company fund or the relevant industry fund only. The company shall provide the necessary information on the Sigma Superannuation Fund (Plum) to enable employees to make an informed choice.

- (a) The complying industry fund is LUCRF.

4.6.2 An existing employee for whom Sigma is currently contributing the Superannuation Guarantee minimum into AMP Superannuation, prior to the signing of this agreement, may choose to continue to have their contributions made to this fund. The AMP Superannuation fund will not be available for any new or additional employees covered by this agreement beyond this group of current members.

4.6.3 Definitions

Ordinary time earnings refers to the usual earnings, including shift allowances and overagreement payments whether by salary or otherwise, but excluding overtime or annual leave loading.

4.6.4 Employer contribution

Sigma shall contribute to a complying fund as per subclauses 4.6.1 and 4.6.2 at no less than the Superannuation Guarantee prescribed by legislation that is currently 9%.

4.6.5 Payments of contributions

Payments of contributions shall be on a four weekly basis and cover pay periods completed in that time for time worked, and absences on approved sick leave, annual leave, long service leave or other paid approved leave, but not otherwise.

4.6.6 Eligibility

- (a) The employer shall only be required to make contributions in accordance with this clause in respect of employees who have been employed by the employer continuously for a period of one month.
- (b) In relation to casual employees, the prescribed contributions will become payable following the completion of nineteen starts, in accordance with this subclause, from the date of their engagement with the employer.
- (c) Employees who become eligible to join the agreed fund shall, in addition to contributions under this subclause, be entitled to a once only contribution equivalent to contributions under this subclause.

4.6.7 Employee contributions

Employees who wish to make contributions to the agreed fund additional to those being paid by the employer pursuant to this clause shall be entitled to authorise the employer to pay into the agreed fund from the employee's wages amounts specified by the employee.

#### 4.6.8 Cessation of contributions

The obligation of the employer to contribute to the agreed fund in respect of an employee shall cease on the last day of such employee's employment.

## **PART 5**

### **HOURS OF WORK & OVERTIME**

#### **5.1 Hours of Work**

- 5.1.1 The parties agree that it is characteristic of this agreement that the development of flexible working arrangements shall take into consideration the needs of the enterprise and the preference of its employees subject to the following conditions.
- 5.1.2 All rosters for full time employees shall provide for 152 hours of work in any four week cycle, over the days of Monday to Friday inclusive.
- 5.1.3 No full time employee shall be required to work less than 5 ordinary hours or more than 10 ordinary hours on any one day.
- 5.1.4 A roster of ordinary hours shall be provided two weeks in advance. Employees shall be given a minimum of two weeks notice of any changes to that roster, provided a lesser period of notice shall apply if the changes are by mutual agreement.
- 5.1.5 The spread of ordinary hours shall be from 6.00am to 6.00pm Monday to Friday. Employees may be rostered to start and finish at any time during those hours, subject to the daily minima and maxima of ordinary hours of work.

#### **5.2 Breaks**

##### 5.2.1 Meal breaks

- (a) An unpaid meal period of not less than 30 minutes shall be allowed to each employee and shall be taken not later than five hours after the employee commenced work for that day.
- (b) A further paid meal period of not less than 30 minutes shall be allowed where an employee works five hours after completion of the midday meal break.

##### 5.2.2 Rest breaks

All employees working longer than four hours on any day shall be entitled to a paid fifteen minute tea break. All employees working longer than nine hours on any day shall be entitled to a second paid ten minute tea break.

#### **5.3 Overtime**

##### 5.3.1 The following rates based on 1/38th of the weekly rate shall be paid for all work done:

- (a) Outside the times of beginning and ending work in any one day - time and a half for the first two hours and double time thereafter.
- (b) Within the times of beginning and ending work in excess of eight hours in any one day - time and a half for the first two hours and double time thereafter.

- 5.3.2 The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 5.3.3 An employee required to hold in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which he/she is so told to hold in readiness.
- 5.3.4 When an employee after having worked overtime finishes work at a time when reasonable means of transport are not available, the employer shall pay him/her his/her current wage for the time reasonably occupied in reaching his/her home, unless the employer provides him/her with a conveyance to his/her home.
- 5.3.5 An employee recalled to work overtime after leaving the employer's operation (whether notified before or after leaving the operation) shall be paid for a minimum of three hours work at the appropriate rate for the first recall, and a minimum of two hours for each subsequent recall. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period.
- 5.3.6 Subject to 5.3.7, when overtime work is necessary, it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- 5.3.7 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If this ten hours rest period ends within two hours of the employee's normal ceasing time, the employee shall not be required to report for work on that day.
- 5.3.8 If, on the instructions of the employer, such employee resumes, or continues, work without having had such ten consecutive hours off duty, the employee shall be paid at double the ordinary time rate until the employee is released from duty for such period. The employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 5.3.9 If excessive time is involved in an employee travelling from his/her home during his/her rest period, special consideration as to the length of the rest period will be given on an individual basis.

#### **5.4 Shift Work**

By agreement between the employer and the majority of employees, and the union or unions, shifts may be worked subject to the following conditions:

- 5.4.1 Except as provided in 6.1.2 the rate of pay for shift workers shall be:

Shift	%
Permanent afternoon shift	15
Permanent night shift	30

- 5.4.2 Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop shall be paid at the rate of time and a half.
- 5.4.3 For the purposes of this clause afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight and night shift means any shift finishing subsequent to midnight and at or before 7.00 a.m.

- 5.4.4 The ordinary hours for a shift shall not exceed eight in any one day, Monday to Friday inclusive, and any excess shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.
- 5.4.5 Employees working on shifts shall be allowed crib time of twenty minutes in each shift at such times as may be fixed by the employer so as not to interfere with the employees normal duties and such crib time shall be counted as time worked.
- 5.4.6 The time of commencing and finishing shifts may be varied by agreement between the employer, the majority of employees and the union/s to suit the circumstances of the establishment.
- 5.4.7 Shift workers entitled to payment for any period under the provisions of clauses relating to Saturday work, Sunday work, public holidays, personal leave, annual leave, jury service and accident make-up pay as provided by this agreement shall be paid the amount to which they would have been entitled for such period had they worked, exclusive of overtime.

### **5.5 Saturday Work**

- 5.5.1 The parties agree that where the company chooses to operate on Saturdays, the company will call for volunteers to work overtime on that day. The parties also agree that in the event that insufficient employees volunteer, a roster of all employees will be developed and employees will be drawn from this roster consecutively, so as to ensure sufficient employees are available for Saturday operations.
- 5.5.2 Saturday overtime will be paid at time and one half for the first two hours and double time thereafter, although all hours worked after 12 noon shall be paid at double time.
- 5.5.3 The minimum payment for Saturday work shall be four hours at the appropriate rate.

### **5.6 Sunday Work**

- 5.6.1 All work performed on Sundays shall be paid for at the rate of double time.
- 5.6.2 The minimum payment for Saturday work shall be four hours at the appropriate rate.

## **PART 6**

### **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **6.1 ANNUAL LEAVE**

##### **6.1.1 Entitlement**

An employee other than a casual employee is entitled to at least four weeks annual leave after every twelve months continuous service.

##### **6.1.2 Pay rates for annual leave**

- (a) The pay rate for annual leave is the employee's ordinary pay rate at the time the employee takes the annual leave, plus 17.5 per cent of that rate.
- (b) In the case of a shift worker, where the employee would have received shift loadings had the employee not been on leave during the relative period, and such loadings would have entitled such employee to a greater amount than the 17.5 per cent loading, then the shift loadings shall be added to the employees ordinary pay in lieu of the annual leave loading.



- (c) The employer shall pay each employee in advance before the commencement of the employee's annual holiday for the holiday period to be taken.

#### 6.1.3 When to take annual leave

- (a) Annual leave is to be given by the employer and taken by the employee in up to four separate periods.
- (b) If the employer and an employee so agree, the annual leave entitlement may be given and taken in more than four separate periods including up to a maximum of ten single days. However, one period of annual leave must be at least two weeks.
- (c) The employee must be allowed to take annual leave, at a time agreed with the employer and in accordance with this clause, within six months after it is due. The employer and the employee may agree to extend this period.
- (d) The employer and the employee should seek to reach agreement on the time for taking the leave. In the absence of agreement, the employer may give at least four weeks notice of the commencement of leave or part of leave which is due to the employee.
- (e) If the employee and the employer so agree, the annual leave may be taken wholly or partly in advance, before the employee has become entitled to the annual leave.

#### 6.1.4 Payment instead of leave (on termination)

An employee must take annual leave. However, if the employee leaves or is dismissed, the employer must pay the employee any leave entitlement including a proportionate amount for each full month worked since the employee began working or last qualified for leave. Such pro rata annual leave pay does not include leave loading.

#### 6.1.5 Public holidays falling within annual leave

Where any trade or public holiday for which the employee is entitled to payment under this agreement or under contract of employment occurs during any period of annual leave, the period of the annual leave shall be increased by one day in respect of that trade or public holiday.

#### 6.1.6 For the purposes of the definition of the term ordinary pay in 6.1.2 of this clause:

- (a) where no ordinary time rate of pay is fixed for an employee's work under the terms of his/her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right to the annual holiday accrues;
- (b) where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period in respect of which the right to the annual holiday accrues;
- (c) the value of any board or lodging or the amount of any payment in respect of board or lodging shall not be included in the case where the board or lodging is provided or the payment is made not as part of his/her ordinary pay, but because the work done by the worker is in such a locality as to necessitate his/her sleeping elsewhere than at his/her genuine place of residence, or because of any other special circumstances.

## 6.2 Personal Leave

Summary

The clause describes an employee's (other than a casual employee's) entitlement to paid personal leave, that is sick leave, carer's leave and bereavement leave.

#### 6.2.1 Paid sick and carer's leave

- (a) Paid personal leave is available to a permanent employee when he or she is absent due to:
  - (i) personal illness or injury (sick leave); or
  - (ii) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave).
- (b) The amount of personal leave to which a full-time employee is entitled is 5 days at the commencement of the first year of service and 10 days at the commencement of the second and subsequent years of service. Part-time employees receive a pro rata accrual.
- (c) The payment for any absence on sick leave in accordance with the clause, during the first three months of employment of an employee, may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- (d) Unused personal leave accrues from year to year.
- (e) The employer shall not terminate the service of an employee while they are on personal leave with the object of avoiding their obligations under this clause.
- (f) The employee shall not be entitled to paid sick leave for any period in respect of which a determination has been made that the employee is entitled to workers' compensation.
- (g) In order to be entitled to payment in respect of personal leave, an employee shall:
  - (i) At the earliest available opportunity (if practicable, prior to the commencement of work on the first day of absence), inform the employer of his/her inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
  - (ii) Provide a medical certificate if:
    - The absence is for more than a single day; or
    - The employee has had more than two single day absences and the company has requested, in writing, that the employee provide proof of any further absence in that year.

#### 6.2.2 Bereavement leave

- (a) A permanent employee is entitled to up to three days paid bereavement leave on any occasion on which a member of the employee's immediate family or household dies.
- (b) Where the employee is required to travel interstate or overseas, a further 26 days unpaid leave of absence is available
- (c) The employee shall furnish proof of such death to the satisfaction of the employer.

#### 6.2.3 Definition of immediate family

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 means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) 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.

### **6.3 Jury Service**

#### 6.3.1 Reimbursement for jury service

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

#### 6.3.2 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. The employee shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service from the court.

### **6.4 Parental Leave**

#### 6.4.1 Preamble

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

Casual employees

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause

#### 6.4.2 Definitions

- (a) For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to 6.4.2(c), in this clause, spouse includes a de facto or former spouse.
- (c) In relation to 6.4.6, spouse includes a de facto spouse but does not include a former spouse.

#### 6.4.3 Basic entitlement

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Subject to 6.4.4(f), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

#### 6.4.4 Maternity leave

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
  - (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under 6.4.4(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to 6.4.3(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (f) Special maternity leave
  - (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take

unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

- (ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (g) Where leave is granted under 6.4.4(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 6.4.5 Paternity leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave with:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (d) The employee will not be in breach of 6.4.5(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 6.4.6 Adoption leave

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;

- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
  - (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
  - (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
  - (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### 6.4.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

#### 6.4.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

#### 6.4.9 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 6.4.10 Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 6.4.9, the employee will be entitled to return to the position held immediately before the transfer.

- (c) Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 6.4.11 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **6.5 Public Holidays**

#### 6.5.1 An employee shall be entitled to holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day.
- (b) The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day.
- (c) One additional day in lieu of Picnic Day, the taking of which shall be rostered throughout each year.

#### 6.5.2 Public holidays falling on a Saturday or Sunday

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

#### 6.5.3 Additional public holidays

Where public holidays are declared or prescribed on days other than those set out in 6.5.1 and 6.5.2, those days shall constitute additional holidays for the purpose of this agreement.

#### 6.5.4 Substitution of public holidays

- (a) By agreement between the employer and a majority of employees in the relevant enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (b) An agreement pursuant to 6.5.4(a) shall be recorded in writing and be available to every affected employee and the union.

#### 6.5.5 Public holidays - penalty rates

All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time. All work performed on other public holidays outlined in this clause shall be paid for at the rate of double time and a half. If any other day is by Act of Parliament or Proclamation substituted for any of the above holidays, the special rates shall be payable only for the days so substituted.

### **6.6 Long Service Leave**

From the 1 December 2005 all employee's long service leave will be accrued on the basis of 1.3 weeks per year of service. All employees shall have access to pro rata long service leave after seven completed years service. Pro rata long service leave maybe taken after 7 years by mutual agreement or in payment upon the termination of employment providing the employee has not been terminated for serious and wilful misconduct.

All other terms and conditions will be as per the *New South Wales Long Service Leave Act 1995*.

## **PART 7**

### **OTHER MATTERS**

#### **7.1 Training**

The parties to this agreement agree upon the necessity to have in place a training program that supports the needs of the business and is focussed upon operational systems and upgraded IT platforms.

The parties agree that employees will undertake training and skill development that will support the needs of the business and is specifically tailored to the competency - based classification structure as contained in this agreement.

#### **7.2 Occupational Health & Safety**

The parties recognise that Sigma places safety ahead of all other aspects of its operations and supports the following:

- (a) The company will at all times maintain a safe and hazard free work-place and will comply with all relevant Acts, regulations and codes of practice.
- (b) Employees will at all times conduct themselves in a safe and responsible manner to ensure their own safety and that of their fellow employees.
- (c) The company will encourage employees to take a constructive role in promoting improvements in OH&S and in assisting the company to achieve its stated "zero" personal injury rate target.

#### **7.3 Union Membership**

7.3.1 Sigma undertakes upon authorisation to deduct union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of the union at the beginning of each month, together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

7.3.2 All new employees shall upon commencement be introduced to the relevant site delegates from the union.

#### **7.4 Trade Union Training Leave**

- (a) Union delegates elected in accordance with the rules of the union, upon application in writing to the company, shall be granted up to five (5) days leave with pay each calendar year (non-cumulative) to attend courses conducted or nominated by the union, which are designed to promote good industrial relations and industrial efficiency within the pharmaceutical industry.
- (b) Up to an additional five (5) days of leave each year may be granted where leave is applied for in accordance with 7.4(a). The company will approve such leave, taking into account the nature of the training and operational requirements as exist at the time.

#### **7.5 Endorsement**



The contents and spirit of this agreement are endorsed and supported by the employees, the National Union of Workers, New South Wales Branch and QDL Limited, trading as Sigma:

### **Signatures**

The National Union of Workers, New South Wales Branch

Union representative

Name (please print):

Date:

In the presence of:

Name (please print):

QDL Limited, trading as Sigma

Company representative

Name (please print):

Date:

In the presence of:

Name (please print):

## **APPENDICES**

### **APPENDIX 1**

#### **ALLOWANCES**

ALLOWANCE	Ppc 01/02/05 \$	Ppc 01/12/05 \$
First aid allowance - per week	13.30	13.97
Meal allowance	10.08	10.58
Travel allowance	To be paid in line with the Sigma vehicle policy	

### **APPENDIX 2**

#### **CLASSIFICATION STRUCTURE**

The parties recognise and commit to the following principles:

1. An individual can apply for promotion to higher level when the company declares a position vacant. All vacant positions will be advertised under the Sigma internal advertising policy. All applications must be made in writing beyond level 2.
2. The base principles that underpin the Sigma (New South Wales) classification structure are based on workforce flexibility. All employees will be required to work in all areas of the warehouse operations providing they have been assessed as having the required level of competence for the position.

3. Individuals may be required to perform temporary relief tasks over and above their normal duties. Conversely, individuals may have to perform tasks below their classified level.
4. Promotion from level one to level two is automatic subject to the minimum competency standards being met within the prescribed timeframe.
5. An individual who is promoted to a higher level than they currently occupy will be required to achieve the minimum level of competency standards for that level within the prescribed timeframe.
6. An individual will be given access to all relevant training to enable them to meet the minimum requirements of the job level for which they are expected to perform.
7. Once an individual has completed the required competency training, a qualified assessor will assess them on their ability to fulfil this position. Qualified assessors will be made up of a mix of managers and/or team leaders at level 5. Upon successful assessment, the individual will be formally (in writing) confirmed into their assessed grade.
8. Should an individual be assessed as not having the required competencies to perform the minimum standards of the classified level, the assessor will immediately advise the individual's supervisor.
9. In the event an individual is assessed as not having the required competencies to perform at the minimum standards of the classified level, the individual will be counselled (assisted) by their supervisor in the presence of the assessor. The counselling (assistance) will cover, but not be limited to, reasons for the non achievement of minimum standards, any planned training and support to be provided to the individual to achieve the required minimum standards, the time frame for which the individual will have to demonstrate the required competencies/skills, the expected commitment the company expects from the individual to achieve the required competency level, the individual's rights to appeal against the assessment outcomes.
10. The maximum period for any retraining prior to re assessment by the qualified assessor will be limited to one calendar month.
11. Any formal counselling (assistance), including the agreed outcomes will be confirmed in writing to the individual.
12. In the event an individual has been assessed below the required standard, and the following the expiry of the one calendar month retraining period (or earlier if agreed by all parties), the individual will be re assessed against the competency standards for the job level they have been assigned to. Upon successful assessment the individual will be confirmed in writing to their classification level. Should the individual be assessed as not meeting the required standards for the classified level they will be redeployed to their last level of competency.
13. An individual, by their own election, may choose to approach management to request redeployment to their last level of competence. The Manager will be required to counsel the individual on the implications of their request, and confirm their classification level (if applicable). The counselling will be completed in the presence of a mutually agreed third party and the counselling details will be confirmed in writing to the individual.
14. Under no circumstances will an employee employed under the classification structure contained in this appendix will be required to provide another employee employed under the classification structure contained in this appendix with a warning (verbal or otherwise).
15. Progression through the classification structure contained in this appendix shall subject to an existing vacancy, be voluntary for all positions beyond level 2b. No employee can be required to accept promotion beyond level 2b.

16. Applicants for advertised vacancies beyond level 2b, will be assessed on the basis of merit and competency. Where such assessments do not clearly identify the most appropriate candidate for the vacancy, length of service will be taken into account in determining the appropriate applicant.

POSITION DESCRIPTION - LEVEL ONE	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>Points of entry: On commencement</p> <p><b>MANUAL HANDLING:</b>                      D1. Shifts materials safely                      D2. Use manual handling equipment</p> <p><b>COMMUNICATIONS AND CALCULATIONS:</b>                      E3. Participate in workplace communication                      E5. Carry out workplace calculations</p> <p><b>OCCUPATIONAL HEALTH AND SAFETY:</b>                      F1. Follow OHS procedures                      F2. Conduct housekeeping activities</p> <p><b>TEAMWORK:</b>                      G1. Work effectively with others.</p> <p><b>RESOURCE MANAGEMENT:</b>                      L1. Complete induction procedures</p> <p><b>SECURITY:</b>                      O2. Follow security procedures</p> <p><b>CUSTOMER SERVICE:</b>                      I2. Apply customer service skills.</p>	<p><b>POSITION TITLE: TRAINEE STOREPERSON / TRAINEE CUSTOMER SERVICE OPERATOR</b></p> <p><b>A PERSON AT THIS LEVEL:</b>                      Works under direct supervision either individually or in a team environment. Performs routine tasks and/or operates basic equipment requiring little or no previous training or experience. The application of knowledge and skills is limited to a narrow range of tasks and roles. Exercises limited judgement in deciding how tasks are to be performed.</p> <p><b>ASSESSMENT:</b>                      Satisfactory completion of training and/or demonstrated competence in accordance with the requirements of this level. The transport and distribution training package will be the document used to determine the training requirements and assessment processes to achieve competence in all levels of classification.</p> <p><b>PROGRESSION PROCESS:</b>                      Successful completion of the 9 competency units. Successful assessment outcomes to be achieved within the first 3 months of service based on accreditation assessment process. Successful accreditation will mean progression to level 2.</p>
POSITION DESCRIPTION - LEVEL TWO.	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>Points of entry: LEVEL 1</p>	<p>POSITION TITLE:</p>

<p><b>HANDLING STOCK:</b> A11. Package goods (2a). A12. Pick and process orders (2a). A14. Use product knowledge to complete operations (2a). A20. Replenish stock (2a). A22. Participate in stocktakes (2a).</p> <p><b>LOAD HANDLING:</b> D3. Be trained to handle dangerous and hazardous goods (2a). D16. Be trained to load and unload dangerous goods (2a).</p> <p><b>OCCUPATIONAL HEALTH AND SAFETY:</b> F6. Apply emergency/accident procedures (2a). X1. Handle hazardous substances and dangerous goods (2a).</p> <p><b>QUALITY:</b> J1. Apply quality procedures (2a).</p> <p><b>COMPUTING AND TECHNOLOGY:</b> K4. Use computers (or scanning equipment) in the workplace (2a).</p> <p><b>CUSTOMER SERVICE (ALL POSITIONS):</b> Displays and applies professional customer service skills including the performance of clerical/admin office/telephone tasks (2a).</p>	<p>Level 2a: ASSEMBLY / REPLENISHMENT / CUSTOMER SERVICE.</p> <p>Level 2b: (WAREHOUSE ONLY) - (Level 2a employee with demonstrated competence in the competency units at level 3)</p> <p><b>A PERSON AT THIS LEVEL:</b> Works under routine supervision either individually or in a team. Applies knowledge and skills to a range of tasks and roles. Choice of action required is clear, with limited complexity in the choice. Exercises basic communication and interpersonal skills.</p> <p><b>ASSESSMENT:</b> Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p><b>CLASSIFICATION REQUIREMENTS:</b> Level 2a is an employee who has achieved competence and graduated from level 1 and has demonstrated and applies competence in the 12 competency units (as appropriate) for level 2a.</p> <p>Level 2b is an employee who has achieved accreditation in all level 2a competency units and in addition has achieved accreditation in (but is not required to perform) the relevant competency units for level 3.</p> <p>Progression from level 2a to level 2b is automatic (for w/house employees only)</p>
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	<p>providing the employee has achieved and applies demonstrated competence in the competency units for level 2a and has achieved accreditation in (but is not required to perform) the competency units for level 3.</p> <p>It is not a requirement of level 2b to be performing on a day to day basis the relevant competency units applicable to level 3. It is a requirement of level 2b to be competent to perform the relevant level 3 competency units.</p> <p>An employee must achieve accreditation for their respective level within 3 months of taking up the position.</p> <p><b>PROGRESSION PROCESS:</b></p> <p><b>ASSEMBLY/ REPLENISHMENT</b>                  Progression to level 3 will be vacancy controlled via the company internal advertising policy. Employees at level 2b will have the capacity and qualifications for entry to level 3.</p> <p><b>CLERKS</b>                  Progression from level 2a to level 4 will be vacancy controlled via the company internal advertising policy.</p>
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POSITION DESCRIPTION - LEVEL THREE	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>Points of entry:      LEVEL 2</p> <p><b>HANDLING STOCK:</b>                      A13. Receive goods.                      A15. Complete receiptal/despatch documentation.                      A17. Product knowledge applied to organise work operations.</p>	<p><b>POSITION TITLE:</b></p> <p><b>GOODS INWARDS / DESPATCH / CREDITS / PRODUCT POSITIONING / DANGEROUS DRUGS / FRIDGE / CAROUSAL OPERATORS.</b></p>

<p>A21. Despatch stock. A25. Manage temperature controlled stock.</p> <p><b>EQUIPMENT CHECKING AND MAINTENANCE:</b> B1. Check and assess operational capabilities of equipment.</p> <p><b>LOAD HANDLING:</b> D4. Load and unload cargo/goods. D10. Operate a forklift.</p> <p><b>COMPUTING AND TECHNOLOGY:</b> K1. Use computer applications. K3. Apply keyboard skills.</p>	<p><b>A PERSON AT THIS LEVEL:</b> Works under routine supervision either individually or in a team. Applies knowledge and skills to a range of tasks and roles. Choice of action required is clear, with limited complexity in the choice. Exercises basic communication and interpersonal skills.</p> <p><b>ASSESSMENT:</b> Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p><b>CLASSIFICATION REQUIREMENTS:</b> Level 3 is an employee who has achieved accreditation in all relevant level 2 competency units and has demonstrated and applies competence in the 10 competency units (where relevant) for level 3. An employee must achieve accreditation for their respective level within 3 months of taking up the position.</p> <p><b>PROGRESSION PROCESS:</b> Progression to level 4 will be vacancy controlled via the company internal advertising policy.</p>
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POSITION DESCRIPTION - LEVEL FOUR	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>Points of Entry: LEVEL 3.</p> <p><b>HANDLING STOCK:</b> A16. Use inventory systems to organise stock control A18. Organise despatch operations. A19. Organise receival operations. A23. Co ordinate stocktakes. Ax. Organise assembly operations</p> <p><b>EQUIPMENT CHECKING AND MAINTENANCE:</b> B2. Test equipment and isolate faults.</p>	<p><b>POSITION TITLE: LEADING HAND - CLASS 1</b></p> <p><b>A PERSON AT THIS LEVEL:</b> Under general supervision either individually or in a team environment performs work requiring a high level of skills/knowledge of stores, warehousing and distribution activities. Exercises independent judgement in deciding how tasks are to be performed, and has authority to adapt work methods in dealing with non standard problems. Applies</p>

<p><b>COMMUNICATIONS AND CALCULATIONS:</b>  E4. Prepare workplace documents.  E6. Collect and present workplace data and information.  E8. Process workplace documents.</p> <p><b>OCCUPATIONAL HEALTH AND SAFETY:</b>  F3. Implement and monitor OHS procedures.  F4. Organise OHS procedures in the workplace.</p> <p><b>TEAMWORK:</b>  G2. Lead work team or group.</p> <p><b>RESOURCE MANAGEMENT:</b>  L3. Conduct induction process.</p> <p><b>TRAINING:</b>  M1. Prepare for training.  M2. Deliver training.  M3. Review training.</p> <p><b>ASSESSMENT:</b>  N1. Conduct assessment in accordance with procedures.  N2. Extensions unit plan and review assessment.  N3. Develop assessment tools.</p> <p><b>QUALITY:</b>  J2. Apply quality systems.</p> <p><b>COMPUTER AND TECHNOLOGY:</b>  K2. Use information technology in the workplace.</p> <p><b>CUSTOMER SERVICE (ALL POSITIONS):</b>  Displays and applies professional customer service skills including the performance of clerical/administrative office/telephone tasks.</p> <p><b>SUPERVISION:</b></p>	<p>judgement, initiative and flexibility to resolve day to day difficulties within their area of responsibility.</p> <p><b>ASSESSMENT:</b>  Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p><b>CLASSIFICATION REQUIREMENT:</b>  Level 4 is an employee who has achieved competence in level 3 and has demonstrated and applies competence in the 18 competency units (where relevant).  An employee must achieve accreditation for their respective level within 3 months of taking up the position.  The additional 3 competency units being M1, M2, M3 must be achieved within 6 months of taking up the position.</p> <p><b>PROGRESSION PROCESS:</b>  Progression to level 5 will be vacancy controlled via the company internal advertising policy.</p>
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<p>Monitors the work quality of those supervised to ensure business unit achieves objectives. Trains employees under supervision by means of personal instruction and or demonstration.</p>	
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POSITION DESCRIPTION - LEVEL FIVE	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>Points of entry: LEVEL 4.</p> <p><b>HANDLING STOCK:</b> A16. Use inventory systems to organise stock control</p> <p><b>OCCUPATIONAL HEALTH AND SAFETY:</b> F3. Implement and monitor OHS procedures. F4. Organise OHS procedures in the workplace.</p> <p><b>EQUIPMENT CHECKING AND MAINTENANCE:</b> B2. Test equipment and isolate faults.</p> <p><b>QUALITY:</b> J2. Apply quality systems.</p> <p><b>COMPUTER AND TECHNOLOGY:</b> K2. Use information technology in the workplace.</p> <p><b>SUPERVISION:</b> Monitors the work quality of those supervised to ensure business unit achieves objectives. Trains employees under supervision by means of personal instruction and or demonstration.</p>	<p><b>POSITION TITLE:</b> Leading hand - CLASS 2</p> <p><b>A PERSON AT THIS LEVEL:</b> In addition to the descriptors for a level 4 person, exercises good communication and interpersonal skills and is responsible for the co ordination, supervision and conduct of work for more than 15 employees And/or applies highly developed quality control techniques or is responsible for the operation of complex technology.</p> <p><b>ASSESSMENT:</b> Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p><b>CLASSIFICATION REQUIREMENT:</b> Level 5 is an employee who has achieved and applies demonstrated competence at level 4 where relevant. An employee must achieve accreditation within 3 months of taking up the position.</p> <p><b>PROGRESSION PROCESS:</b> Progression to management will be vacancy controlled via the company internal advertising policy.</p>