

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/195**

**TITLE: Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2003**

**I.R.C. NO:** IRC3/4633

**DATE APPROVED/COMMENCEMENT:** Approved 29 August 2003/Commenced 4 March 2003

**TERM:** 23 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/109

**GAZETTAL REFERENCE:** 7 November 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Sigma Pharmaceuticals Pty Ltd employed at the Baulkham Hills manufacturing facility in New South Wales for who there is an appropriate classification within this agreement who fall within the coverage of the Storeman and Packers (Wholesale Drug Stores) State Award and the Drug Factories (State) Award

**PARTIES:** Sigma Pharmaceuticals Pty Ltd -&- the National Union of Workers, New South Wales Branch

**SIGMA PHARMACEUTICALS (BAULKHAM HILLS) CERTIFIED  
AGREEMENT 2003 CERTIFIED AGREEMENT BETWEEN  
SIGMA PHARMACEUTICALS PTY LTD (ACN 004 118 594) AND THE  
NATIONAL UNION OF WORKERS - NSW BRANCH**

**PART 1**

**APPLICATION AND OPERATION OF AGREEMENT**

**1.1 Agreement Title**

This agreement shall be known as the Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2003.

**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 4 March 2003 and shall remain in force until 1 February 2005.
- 1.3.2 The parties to this agreement shall begin negotiations for a new agreement on or after 1 November 2004.
- 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) National Union of Workers - New South Wales Branch ('the union') and its members.
- (b) Sigma Pharmaceuticals Pty Ltd ('the company', 'the employer', or 'Sigma'), in respect of all employees at the Baulkham Hills manufacturing facility 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.

### **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 Transmission of business

(a) Where a business is before, on or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

(b) In this subclause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

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

1.7.1 This agreement is to be read wholly in conjunction with the Storeman and Packers (Wholesale Drug Stores) State Award and the Drug Factories (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 Pharmaceuticals Pty Ltd & NUW (NSW Warehouse and Operators) Agreement 2001,

(b) Rhone-Poulenc Rorer & NUW (NSW Warehouse and Operators) Agreement 1998, and

(c) All other agreements entered into which have expired.

#### **1.8 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 Communications And Consultation

Sigma shall maintain an ongoing process of consultation for the communication and resolution of operational issues as they arise. As such the employer shall also review communication and consultation arrangements with a view to improving communication and increasing the involvement of employees in company operations.

#### 2.2 Procedures For The Avoidance Of Industrial Disputes

2.2.1 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, a union delegate and the appropriate line manager.
- (c) If the matter remains unresolved, the matter shall be discussed between an organiser of the union and an appropriate representative of the company.
- (d) If the matter remains unresolved, the matter shall be discussed between the state secretary of the union and an appropriate representative of the company.

2.2.2 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. 'Status quo' shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.

2.2.3 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.

#### 2.3 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.

#### 2.4 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 Terms Of Engagement

- 3.1.1 Except for casual employees, employment shall be on a fortnightly basis.
- 3.1.2 Employment of employees during the first month of service shall be from day to day at the appropriate rate terminable at a day's notice on either side; provided that the employer shall indicate, in writing, to an employee, at the time of engagement whether he is being engaged as a casual worker or on a weekly basis.
- 3.1.3 Subject as provided elsewhere in this agreement, employment shall be terminated by a fortnight's notice at any given time during the fortnight or by payment on forfeiture, as the case may be, of an amount equal to a fortnight's wages. The termination period may be earlier, subject to the mutual agreement of the employee and the company.
- 3.1.4 Notwithstanding any provisions of the foregoing sub-clauses, the employer shall have the right to dismiss an employee without notice for misconduct and/or refusing duty.
- 3.1.5 Misconduct likely to lead to dismissal includes, among other things: physical assault on fellow employees, bundy offences, failure to observe safety, health and fire regulations, deliberate damage of company plant or equipment, theft of company or contractor's property, theft at work from fellow employees, failure to comply with instructions from supervisors/managers, falsification of company records, consumption of alcohol during working hours, unauthorised use or possession of illegal drugs or illegal substances, attending for duty under the influence of alcohol or illegal drugs.
- 3.1.6 Misconduct which, in the view of the company, is of a very serious nature but does not warrant dismissal may result in the issue of a final warning.
- 3.1.7 While investigations are being undertaken on matters which warrant dismissal for gross misconduct, an employee may be suspended on full pay pending the outcome of investigations.
- 3.1.8 Provided that an employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays otherwise than from misconduct shall be paid for such a holiday or holidays. This sub-clause is not to apply to an employee during the first month of engagement.

### 3.2 Technological Change

- 3.2.1 The union and employees will agree after consultation to the introduction of significant new technology, equipment, production systems and concepts like just-in-time and total quality. In the event of any job losses due to technological changes the clause 3.3 (redundancy) will apply.
- 3.2.2 Where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employee is engaged, the employer terminates the employment of an employee who has been employed by the company for the preceding twelve months, the employer shall give the employee three months notice of the termination of his employment; provided that, if he fails to give such notice in full:
  - (a) The employer shall pay the employee at the rate specified for the employee's ordinary classification, of this agreement, for a period equal to the difference between three months and the period of notice given; and
  - (b) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee, shall not be

prejudiced by the fact that the employee has been given, pursuant to this sub-clause, notice of the termination of his employment.

3.2.3 When an employer gives to an employee notice of the termination of his employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter he shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Secretary of the National Union of Workers, New South Wales Branch, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

### 3.3 Redundancy

#### 3.3.1 Definition

Redundancy shall mean:

- (a) The employer has ceased, or intends to cease to carry on the business; or
- (b) The employer has ceased, or intends to cease, to carry on the business in the place at which the employees were contracted to work; or,
- (c) The requirements of the business for employees to carry out work of a particular kind, in the place at which they were contracted to work, have ceased or diminished; or
- (d) The requirements of the business for employees to carry out work of a particular kind, in the place at which they were contracted to work, have ceased or diminished or are expected to cease or diminish.

#### 3.3.2 Requirement to consult

- (a) Sigma is a responsible employer and as such is committed to endeavouring to provide ongoing employment to all permanent employees.
- (b) However, when the job function of an employee has become redundant, or a change in systems, technology or product demand reduce the nature or volume of work to be performed and it is necessary to reduce workforce numbers, consultation with employees and the union will take place and entitlements will be based on company policies that apply at the time.

#### 3.3.3 Redundancy pay

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 (for completed months). 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.

#### 3.3.4 Severance pay

In addition to the amount of redundancy pay as set out in clause 3.2.3 an employee shall also be entitled to a severance payment of 4 week's pay.

#### 3.3.5 Continuity of service

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

### 3.3.6 Additional provisions

This clause is to be read in conjunction with the parent awards as referred to at clause 1.7.1. This clause shall prevail to the extent of any inconsistencies.

## 3.4 Employee Warning Procedure

These arrangements are invoked only when the normal processes of managing have not produced the desired effect or where established standards have been severely violated.

3.4.1 Where an employee's performance of duty is not to the satisfaction of the company, the employee shall be entitled to two separate warnings (except for misconduct specified in clause 3.1). The first will be known as a first warning and the second as a final warning.

3.4.2 Such warnings shall be given formally and shall be in writing. A copy of the warning report shall be given to the Secretary of the union and a copy placed on the employee's personal file.

3.4.3 A union delegate or a fellow employee shall be present unless the employee specifically requests not to be represented.

3.4.4 If following the aforesaid warnings the employee's performance of duty remains not to the satisfaction of the company, the employment shall be terminated forthwith.

3.4.5 Notes:

- (a) Warning will be issued by the departmental manager, or in his absence his alternative.
- (b) Dissatisfaction with performance of duty includes among other things, attendance, punctuality in attending work and observing meal breaks etc., satisfaction where required of award requirements regarding such matters as sick leave, bereavement leave, jury service, etc.

## **PART 4**

### **WAGES AND RELATED MATTERS**

#### 4.1 Classifications Structure

4.1.1 The classification structure during the life of this agreement shall be reviewed and a new competency based structure, as agreed to by the parties, shall be implemented during the life of this agreement.

4.1.2 The parties agree on the unrestricted introduction of multi-skilling and cross training of employees in order to both increase efficiency and hence company competitiveness and improve job satisfaction through the provisions of better structure occupations.

#### 4.2 Remuneration

##### 4.2.1 Wage increases

- (a) During the life of the agreement there shall be a nine (9) per cent increase in wages. The above will be implemented in the following manner:
  - (i) Commencing from the first full pay period after 4 March 2003, all wages will be increased by four and one half (4.5) per cent;

(ii) Commencing from the first full pay period after 1 March 2004, all wages will be increased by four and one half (4.5) per cent.

(b) The minimum agreed weekly wage rates paid for each classification is set out in appendix 2.

#### 4.2.2 Wage review

(a) It is normal company practice to review wages of all staff annually with any wage increases effective from 1 March apart from increases arising from progression to a higher job classification. Should the outcome of the annual review be deemed unsatisfactory by the majority of members the parties will confer.

(b) In the event of additional negotiations taking place outside the normal review process, full account will be taken of previous increases granted.

#### 4.2.3 Casual employees

(a) A casual employee shall be either employed by the company or by a labour hire agency supplying labour to the employer.

(b) After due consultation with the union or employees there will be no impediment to the employment of casuals under the same conditions as this agreement.

(c) Casual employees shall be paid a minimum of 4 hours and an hourly rate equal to:-

(i) The adult minimum agreed weekly rate per hour

(ii) For casuals working from 7.30am to 3.45pm on any day the hours paid will be 7 hours and 30 minutes. All time worked in excess of 7 hours and 30 minutes shall be paid at the appropriate overtime rates.

(iii) Plus a 25.83% loading on the applicable ordinary hourly rate (a 17-1/2% casual loading plus a 8.33% loading for annual leave). Casual loadings are payment in lieu of paid leave, lack of permanency, irregularity of hours etc.

(e) Agency labour shall be paid the appropriate site rate.

(f) Casual employees may apply for permanent appointments advertised by the company. Selection will be based on the basis of best person for the job as decided by the company.

#### 4.2.4 Bonus

An annual bonus may be paid to all employees at the discretion of the company. This bonus, will be based on the company exceeding its targets and individual assessments of employees by management. It is not a guaranteed payment and the company will not pay a bonus if targets have not been achieved or employees do not perform to the standards which have been agreed. The bonus may not be paid if there are changes in government or parent company rules.

#### 4.2.5 Employee share plan offer

Prior to the end of calendar year 2003 Sigma shall invite all employees to participate in an employee share plan offer. The offer will be similar to previous share offers and is subject to any regulatory authority and Sigma board approvals.

### 4.3 Payment Of Wages

- 4.3.1 Employees will be paid on a fortnightly basis
- 4.3.2 Wages of all employees shall be paid directly into their bank account. In the event of non-payment due to unforeseen circumstances then the company would ensure that the problem is rectified or that alternative payment arrangements i.e. full or part cash advance, are available.
- 4.3.3 Casual hands shall be paid on a fortnightly basis

#### 4.4 Allowances

##### 4.4.1 Meal allowance

- (a) If the provisions of the Storemen and Packers Wholesale Drug Stores (State) Award are altered then these alteration will supersede the provisions of this section.
- (b) An employee who works for more than 8.5 hours in any day or shift shall be paid a meal allowance as specified in the Storemen and Packers Wholesale Drug Stores (State) Award. Such payment shall be made with the normal payment in the following pay period.

##### 4.4.2 First aid

An employee who is appointed as a first-aid attendant shall be paid an additional payment of \$12.67 per week.

##### 4.4.3 Other allowances

All other allowances, such as dust money and fork lift allowances etc, are to be included in the basic rate.

#### 4.5 Accident Pay

See *Workers Compensation Act 1926*.

## **PART 5**

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

#### 5.1 Hours Of Work

##### 5.1.1 Hours

For every four week period the total ordinary hours of work will be 150 hours based on a 37.5 hour week to be worked as follows:

7 hours 30 minutes worked per day plus 24 minutes towards an RDO

These hours are to be worked between Monday and Friday. Rostered days off (RDO's) are to be taken one every nineteen days worked to a maximum of 12 per year.

##### 5.1.2 Rostered days off

- (a) The company will operate a system whereby permanent employees work a set extra time each working day as a credit time towards a paid rostered day off (RDO).

- (b) The company will issue a RDO schedule for the forthcoming year and employees will be advised of the schedule by displaying it on noticeboards.
- (c) The same day will generally be taken by all employees but, with the agreement of individual employees the RDO may be changed to meet the needs of the business.
- (d) Where there is an agreed change in a RDO an employee is paid normal rates for the RDO worked and the RDO is rescheduled.
- (e) More detailed information regarding RDO's is included in appendix 1.

#### 5.1.3 Spread of hours

- (a) Commencing times: No earlier than 7.00 a.m.
- (b) Finishing times: No later than 5.15 p.m.

#### 5.1.4 Variation of working hours

- (a) Within the limits prescribed in this clause the employer shall have the right to fix the starting time for his various employees but, when once fixed, they shall not be altered without seven days' notice, to be posted so as to be legible to his employees.
- (b) Provided also that should the employer and employees affected agree, the said hours shall be altered to meet the contingencies of the industry or company.

#### 5.1.5 Punctuality

Time paid shall equal time worked and employees are required to be at their place of work ready to commence work by the nominated starting time. Employees shall finish work activity at the nominated finish time.

### 5.2 Breaks

#### 5.2.1 Meal breaks

- (a) 30 minutes to be allowed for meal breaks. To be taken no later than 2.00pm. Employees shall not be required to work more than 5 hours without a break.
- (b) If an employee works longer than 8.5 hours in any one day a tea break of 30 minutes will be allowed.

#### 5.2.2 Rest breaks

- (a) Employees shall be entitled to a rest break of ten minutes in the first half of each day or shift at a time to be mutually arranged.
- (b) The ten minutes rest break in the second half of each day or shift will be replaced by a nine minutes early finish.
- (c) The employer shall provide hot water during such rest pauses for the purpose of making tea or coffee.

### 5.3 Overtime

### 5.3.1 Monday to Friday

All work done before the agreed start and after agreed finishing times as set out in clause 5.1 Monday to Friday, inclusive, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

### 5.3.2 Saturday

- (a) All work done on Saturday shall be paid for at the rate of time and a half of the ordinary rate for the first two hours and double time thereafter.
- (b) All time worked after 12.00 noon on Saturday will be paid for at double time.
- (c) Minimum payment for time worked on Saturday shall be four hours at the appropriate rate.

### 5.3.3 Sunday

- (a) All time worked on Sunday shall be paid for at the rate of two and a half times the ordinary rate.
- (b) The minimum payment for work performed on Sundays or holidays shall be four hours at the appropriate rate.

## **PART 6**

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

#### 6.1 Annual Leave

##### 6.1.1 Entitlement

Refer to the *Annual Holidays Act 1944*.

##### 6.1.2 Annual leave loading

Should the provisions of the Storemen and Packers Wholesale Drug Stores (State) Award abolish leave loadings or alter the terms/arrangements then these alterations will supersede the provisions of this clause.

- (a) In this clause the *Annual Holidays Act, 1944*, is referred to as "the Act".
- (b) Before an employee is given and takes his annual leave, or where by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

NOTE: The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance - see sub-clause (e).

- (c) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- (d) The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause (e) at the rate per week of 20% of the appropriate ordinary weekly time rate of pay prescribed in clause 4.2 of this agreement for the classification in which the employee was employed immediately before commencing his annual leave, but shall not

include any other allowance, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this agreement.

- (e) Where an employee requests leave in advance of due date and the company grants such leave, leave loading at the applicable rate will be paid with pro-rata holiday pay at the time of taking such advance leave.

However, should the employee leave the company's employment prior to his or her anniversary date, then such leave loading previously paid in anticipation of eventual entitlement, shall be refundable to the company, and the company shall so deduct from final termination pay.

- (f) Where, in accordance with Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving annual leave or leave without pay to the employees concerned:

- (i) An employee who is entitled under the Act to annual leave and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause (d) of this clause;

- (ii) An employee who is not entitled under the Act to annual leave and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he had become entitled to annual leave prior to the close-down as his qualifying period of employment in completed weeks bears to 52.

- (g)

- (i) When the employment of an employee is terminated by his employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not become entitled, he shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken.

- (ii) Except as provided by paragraph (i) of this sub-clause, no loading is payable on the termination of an employee's employment.

## 6.2 Sick Leave

6.2.1 All employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to ten working days sick leave each year on full pay.

6.2.2 Sick leave shall accumulate from year to year so long as the employment continues with the employer so that any part of the ten working days which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed in sub-clause (a) of this clause, in a subsequent year of such continued employment.

For the purpose of this clause, the term "year" shall mean a twelve-month period of service commencing from the date of commencement of employment or the anniversary of such date.

6.2.3 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.

6.2.4 The employee shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.

- 6.2.5 The company has the right to insist on the production of a medical certificate or other evidence satisfactory to the employer in respect of any incidence of sickness absence. Disciplinary action may follow if there are levels of attendance that are unacceptable to the company.
- 6.2.6 For single day sickness absences where the company is going to insist on the production of a medical certificate then the employees should know of this requirement in advance.
- 6.2.7 Doctors certificates are to be produced for absences in excess of one day.
- 6.2.8 After completion of twelve months' service, all accrued sick leave will be paid on termination of employment for any reason other than misconduct.

### 6.3 Family Leave

The provisions concerning family leave will be as per the parent award.

### 6.4 Bereavement Leave

Refer to the relevant parent award.

### 6.5 Public Holidays

#### 6.5.1 Entitlement

- (a) The days upon which New Year's day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed.
- (b) In addition to the holidays specified in sub-clause (a) of this clause, one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee. Such holiday shall be on Easter Tuesday.
- (c) By agreement between any employer and the majority of his employees another day may be substituted for the additional holiday prescribed in this sub-clause in such employer's undertaking.
- (d) An employee who without reasonable cause absents himself without leave on the working day immediately preceding, or the working day immediately following an award holiday, shall not be entitled to payment for such holiday.

#### 6.5.2 Public holiday rates

If the provisions of the Storemen and Packers Wholesale Drug Stores (State) Award are altered then these alterations will supersede the provisions of this section.

- (a) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- (b) All time worked on a public holiday, other than the aforesaid, shall be paid for at double time and one-half.
- (c) For work performed on a holiday which falls on a Saturday, payment shall be made at the rate of double time and one-half.

- (d) The minimum payment for work performed on a public holiday shall be four hours at the appropriate rate.

6.6 Long Service Leave

Refer to the *Long Service Leave Act 1955*.

6.7 Parental Leave

Refer to the relevant parent award.

6.8 Jury Service

6.8.1 An employee shall be allowed leave of absence during any period when required to attend for jury service.

6.8.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employer's rate of pay if working.

6.8.3 An employee shall be required to produce to the employer, proof of jury service, fees received and proof of requirement to attend on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

6.8.4 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.

6.9 Repatriation Leave

Upon the production of evidence satisfactory to the employer, an employee who is entitled to supervision by the commonwealth repatriation department shall be entitled to be paid the employee's ordinary rate of pay; provided the employer shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hour's pay on each occasion.

## **PART 7**

### **UNION AND OTHER MATTERS**

7.1 Union Membership

7.1.1 Consistent with the provisions of the Workplace Relations Act 1966, the employer recognises and supports the rights of the employees covered by this agreement to:

- (a) join the union, and
- (b) exercise all rights pertaining to their membership.

7.1.2 The employer agrees to take all reasonable steps to assist and encourage employees to exercise these rights. In particular new employees will be:

- (a) advised that the employer supports the unions presence in the workplace;
- (b) provided with a union enrolment card and introduced to the union workplace delegate upon commencing work;

- (c) entitled to have their membership fees deducted from their pay and forwarded to the union by the employer;

## 7.2 Delegate Numbers

The employer shall allow two delegates appointed by employees from Baulkham Hills and whose name has been forwarded by the union in writing to the employer, the necessary time during work hours to interview him or his representatives on matters affecting the employees whom the delegates represent. The employer will endeavour to make reasonable time available for the delegate to attend training and external union meetings.

## 7.3 Leave Reserved

Leave is reserved to the parties to apply as they may be advised in respect of:

- (a) 35 hour week
- (b) trade union training
- (c) shift working

## 7.4 Uniforms And Special Clothing

7.4.1 Where an employee, is required by the employer to wear a uniform, cap, coat, overall, or other uniform dress, it shall be provided, maintained and laundered at the employer's expense.

7.4.2 Where the nature of the work performed by employees necessitates suitable industrial clothing, including waterproof clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles etc., They shall be supplied and paid for by the employer. Where there is a requirement for safety shoes to be worn then five pairs of socks will be issued with each pair of safety shoes.

## 7.5 Amenities

7.5.1 A well ventilated rest room with suitable equipment shall be provided by the employer for the use of female employees.

7.5.2 A separate dining room, sufficient to accommodate the staff, shall be provided by the employer. Such dining room shall contain sufficient table and seating accommodation. Hot water shall be provided, without cost, for the employees and reasonable provision shall be made for the care of employees' luncheons.

7.5.3 Notes:

As to welfare facilities and the first-aid chest, refer to the Occupational Health and Safety Regulation 2001.

## 7.6 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 Sigma Pharmaceuticals Pty Ltd:

## 8. Signatures

The National Union of Workers, New South Wales Branch  
Union representative

Name (please print):

Date:

In the presence of:

Name (please print):

Sigma Pharmaceuticals Pty Ltd  
Company representative

Name (please print):

Date:

In the presence of:

Name (please print):

## APPENDICES

### APPENDIX 1 - ROSTERED DAYS OFF - OPERATING RULES

1. The schedule may include the accumulation of up to a maximum of three RDO's by mutual agreement.
2. For permanent employees credit time accumulates after 19 working days (excluding any unpaid leave, unpaid sick leave and annual leave but including paid sick leave and public holidays). RDO's are to be taken one for every nineteen days worked to a maximum of 12 per year.

Where an employee is sick on their RDO and the employee has sick leave entitlement then the day shall be counted as an RDO and not a sick day for administrative purposes. Similarly, when an unpaid sick day falls on an RDO the RDO shall be taken for administrative purposes.

Where an employee is on annual leave on their RDO then the day shall be counted as an RDO and not annual leave for administrative purposes.

Where part-timers are employed as an integral part of an operating team, the same arrangements as those for permanent employees shall apply except that payment will be pro-rata to time worked.

## APPENDIX 2

### CLASSIFICATIONS AND RATES OF PAY

Table 1: Job classifications and weekly rates

Description	Weekly Wage Rate \$ Per Week
Trainee (first 12 months)	\$520.00
Packaging operator	\$529.98
Packaging leading hand	\$624.08
Manufacturing operator	\$603.53
Manufacturing leading hand	\$644.63

Warehouse operator	\$603.53
Warehouse leading hand	\$644.63

Table 2: Job classifications and rates - ppc 4 March 2003

Description	Weekly Wage Rate \$ per week
Trainee (first 12 months)	\$543.40
Packaging operator	\$553.83
Packaging leading hand	\$652.16
Manufacturing operator	\$630.69
Manufacturing leading hand	\$673.64
Warehouse operator	\$630.69
Warehouse leading hand	\$673.64

Table 3: Job classifications and rates - ppc 1 March 2004

Description	Weekly Wage Rate \$ per week
Trainee (first 12 months)	\$567.85
Packaging operator	\$578.75
Packaging leading hand	\$681.51
Manufacturing operator	\$659.07
Manufacturing leading hand	\$703.95
Warehouse operator	\$659.07
Warehouse leading hand	\$703.95