

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/217

**TITLE: Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2005**

**I.R.C. NO:** IRC5/3341

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

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/195.

**GAZETTAL REFERENCE:** 26 August 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by 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 Limited -&- the National Union of Workers, New South Wales Branch

# **SIGMA PHARMACEUTICALS (BAULKHAM HILLS) CERTIFIED AGREEMENT 2005**

## **PART 1**

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

#### **1.1. Agreement Title**

This agreement shall be known as the Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2005.

#### **1.2. Arrangement**

This agreement is arranged as follows:

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- 1.2 Arrangement
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Appendix 2 - Classifications and Rates of Pay

#### **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) Sigma Pharmaceuticals Pty Ltd ('the company', 'the employer', or 'Sigma');
- (b) 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; 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. Transmission of Business

### 1.6.1. 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;

"transmittor" 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 Transmission of business or work

1.6.2.1 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.

1.6.2.2 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.

1.6.2.3 At the same time as the discussion referred to in sub clause 1.6.2.2 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 transmittor of the business.

1.6.2.4 The provisions of the redundancy clause at Clause 3.3 of this agreement are not applicable where a business is before or after the date of this agreement, transmitted from a transmittor 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 transmittor and any prior transmittor 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 read wholly in conjunction with:

- (a) the Storeman and Packers (Wholesale Drug Stores) State Award; and,
- (b) 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 (Baulkham Hills) Certified Agreement 2003;
- (b) Sigma Pharmaceuticals Pty Ltd & NUW (NSW Warehouse and Operators) Agreement 2001;
- (c) Rhone-Poulenc Rorer & NUW (NSW Warehouse and Operators) Agreement 1998; and,
- (d) 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. 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 three months 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 three months 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 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 will be wage increases implemented in the following manner:
    - (i) Commencing from the first full pay period after 1 February 2005, all wages will be increased by \$34 per week;
    - (ii) Commencing from the first full pay period after 1 December 2005, all wages will be increased by \$30 per week.
  - (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 February 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.
- (d) Agency labour shall be paid the appropriate site rate.
- (e) 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

An employee who works for more than 8.5 hours in any day or shift shall be paid a meal allowance of \$9.81 per occasion. This will be increased to \$10.31 per occasion from the first full pay period on or after 1 December 2005. 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 \$13.30 per week. This will be increased to \$13.97 per week from the first full pay period on or after 1 December 2005.

#### 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*.

### **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 complying industry fund is LUCRF. The company shall provide the necessary information on the Sigma Superannuation Fund (Plum) to enable employees to make an informed choice.

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 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

The ordinary hours of work are to be worked at the discretion of Sigma between 7.00am and 5.00pm. The spread of hours (i.e. 7.00am to 5.00pm) may be altered by up to one hour at either end of the spread, by agreement between Sigma and the individual employee. Such agreement shall recognise parental responsibilities of the employees.

##### 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 fifteen 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.

## **5.4. Shift Work**

By agreement between Sigma and the majority of employees, shifts may be worked subject to the following conditions:

### **5.4.1 An employee whilst on afternoon or night shift shall be paid for such shift the following percentages more than his/her ordinary rate:**

Shift	%
Permanent afternoon shift	15

- 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.
- 5.4.4 The ordinary hours for a shift shall not exceed 7 hours 54 minutes 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 thirty 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 Sigma and the majority of employees 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 public holidays, sick 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.

## **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.

### 6.3. Family Leave

#### 6.3.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 6.2, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (A) a spouse of the employee; or
    - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
      - (1) "relative" means a person related by blood, marriage or affinity;
      - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
      - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 6.3.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.



### 6.3.3 Annual Leave

- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

### 6.3.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

### 6.3.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

### 6.3.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 6.4. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.

- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Family Leave in subclause 6.3.1(c)(ii), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under clause 6.1. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.

## **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**

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 may be 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*.

## 6.7. Parental Leave

### 6.7.1 Preamble

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave.

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

### 6.7.2 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 6.7.2(c), in this clause, spouse includes a de facto or former spouse.
- (c) In relation to 6.7.6, spouse includes a de facto spouse but does not include a former spouse.

### 6.7.3 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 6.7.4(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.

#### 6.7.4 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 6.7.4(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 6.7.3(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 6.7.4(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.

#### 6.7.5 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 6.7.5(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.

#### 6.7.6 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.

#### 6.7.7 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.

#### 6.7.8 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.

#### 6.7.9 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.

#### 6.7.10 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 6.7.9, 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.

#### 6.7.11 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.

### **6.8. 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 Consisted with the provisions of the *Workplace Relations Act 1996*, 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.

#### **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:

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 - ppc 1 February 2005**

Description	WEEKLY WAGE RATE \$ per week
Packaging Operator Trainee (first 12 months)	\$601.85
Packaging operator	\$684.30
Packaging setter/operator	\$727.75
Packaging leading hand	\$789.95
Manufacturing Operator Trainee (first 12 months)	\$693.13
Manufacturing operator	\$752.28
Manufacturing leading hand	\$828.86
Warehouse operator	\$752.28
Warehouse leading hand	\$828.86

**Table 2: Job classifications and weekly rates - ppc 1 December 2005**

Description	Weekly Wage Rate \$ per week
Packaging Operator Trainee (first 12 months)	\$631.85
Packaging operator	\$714.30
Packaging setter/operator	\$757.75
Packaging leading hand	\$819.95
Manufacturing Operator Trainee (first 12 months)	\$723.13
Manufacturing operator	\$782.28
Manufacturing leading hand	\$858.86
Warehouse operator	\$782.28
Warehouse leading hand	\$858.86