

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/25

TITLE: Faulding HealthCare (Newcastle) Enterprise Agreement 1997

I.R.C. NO: 97/6506

DATE APPROVED/COMMENCEMENT: 8 December 1997

TERM: Expires 31 December 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees in the occupations of assembler, checker, storeperson and/or packer and forklift driver at 25 Enterprise Drive, Beresfield, Newcastle2322

PARTIES: Faulding Healthcare Pty Ltd -&- National Union of Workers, New South Wales Branch and the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales

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Enterprise Agreement
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FAULDING HEALTHCARE

(NEWCASTLE)

ENTERPRISE AGREEMENT 1997

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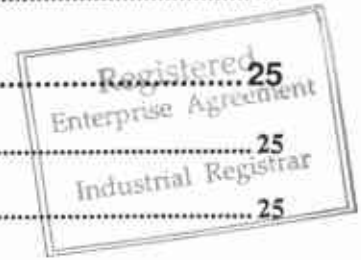
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This **ENTERPRISE AGREEMENT**, made in pursuance of the *Industrial Relations Act 1996 (NSW)*, as amended

BETWEEN: Faulding Healthcare Pty Ltd ACN 000875034 hereinafter referred to as "the employer", on the one part.

AND: The, Shop Assistants' and Warehouse Employees' Federation of Australia Newcastle and Northern, New South Wales and the National Union of Workers NSW Branch, hereinafter referred to as "the unions" and their officers and those employees to which this agreement refers on the other.

HEREBY WITNESS: as follows:



PART A - AGREEMENT FORMALITIES

1. Title

This agreement shall be known as the Faulding Healthcare (Newcastle) Enterprise Agreement 1997.

2. Scope and Parties Bound

This Agreement shall be binding upon the said employer, the said unions and officers and employees who are from time to time employed by the said employer in the occupations of assembler, checker, storeperson and/or packer and forklift driver, but shall not include persons who, at the time of the coming into force of this Agreement are employed as clerks, cleaners or canteen staff.

3. Locality

This Agreement shall apply only in respect of the employment of persons by the employer in the warehouse of the said employer situated at Holmwood Business Park, 25 Enterprise Drive, Beresfield, Newcastle 2322.

4. Duration and Renewal

This agreement shall come into force from ^{8th December 1997.} ~~1st January 1997~~ and shall remain in force until 31 December 1999.

The parties agree to commence negotiations on the renewal of this agreement no later than the first day of October 1999.

5. Relationship to Parent Award

The terms and conditions of this Agreement replace in total the terms and conditions of the Warehouse Employees - Drug (State) Award and the Storemen and Packers Wholesale Drug (State) Award and all variations thereafter, which would otherwise govern the employment relationship at the enterprise.

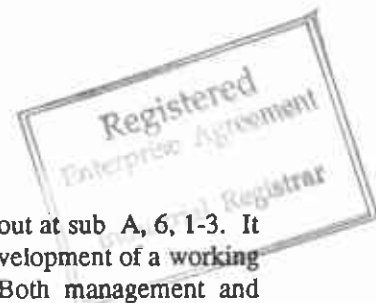
Subject to the preservation of any minimum conditions prescribed under the *Industrial Relations Act 1996 (NSW)*, any subsequent amendments made to the Parent Awards after the date of registration of this Agreement will not be included in the terms and conditions of this Agreement unless by mutual consent between the parties.

6. Aim of Agreement

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the company, enhance skills and job satisfaction and assist positively in ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

1. flexible working hours which enable the business to meet customer needs;
2. improve personal and business performance;
3. the parties also agree that the objectives will not be limited to the measures set out at sub A, 6, 1-3. It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties contribute to the decision-making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of the company.



7. Agreement to be displayed

Copies of this Enterprise Agreement shall be displayed in places readily visible and accessible to all employees covered by the Agreement.

8. Definitions

"Team Leaders" means an adult employee who, has three or more employees regularly under his/her direction.

"Casual" means an employee engaged and paid by the hour.

"Full-time Employee" means an employee engaged and paid by the week.

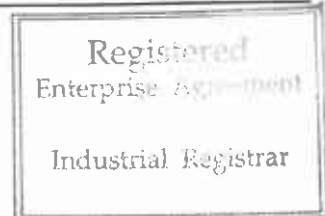
"Part-time Employee" means an employee engaged and paid by the week for a minimum of 72 and a maximum of 128 hours per four week period, to be worked to suit business needs. (Refer B, 3).

"Fixed-term, Temporary or Contract Employee" means an employee engaged for a specific task or assignment for specific start and finish dates whether employed directly or indirectly.

"The Union" means the National Union of Workers New South Wales Branch and the Shop Assistants' and Warehouse Employees' Federation of Australia Newcastle and Northern, New South Wales.

"Overtime" is where an employee works outside the normal working hours (6.00am to 6.00pm) or exceeds eight (8) hours between 6.00am and 6.00pm. Each day shall stand alone.

"TOIL" is where an employee chooses to take time off in lieu of being paid overtime for time worked. The amount of Toil to be taken will equate to the number of hours at overtime rates which would have otherwise been paid.



PART B - EMPLOYMENT RELATIONSHIP

1. Anti-Discrimination

- 1.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(j) of the *Industrial Relations Act 1996 (NSW)* 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.
- 1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 1.3 Nothing in this clause is to be taken to affect:
- 1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 1.3.2 until 22 June 1997, the payment of different wages for employees who have not reached a particular age;
 - 1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

2. Contract of Employment

1. The contract of hiring of every employee bound by the Agreement shall, in the absence of an express contract to the contrary, be deemed to be a contract of hiring by the week. Except in the case of casual employees, where only one hours notice of termination is required, service may be terminated by the giving of one weeks notice (or a period equivalent to the current pay cycle) by either party or by the forfeiture or payment of one weeks pay or equivalent to the pay cycle in lieu thereof, but nothing herein contained shall affect the employer's right to dismiss an employee without notice for misconduct, malingering, incompetency or other sufficient cause.

2. Promotions/Transfers

All appropriate vacancies will be advertised internally as well as externally.

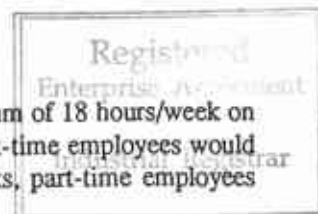
Promotions and transfers will be on the basis of demonstrated competencies and merit.

Seniority will only be considered if all other things are equal. An unsuccessful applicant will be counselled by management as to the reason for the decision.

3. Contract Employees

Any short-term contract employees the company employs on duties covered by this agreement, whether employed directly or indirectly, shall be paid equivalent to those employees covered by this agreement.

3. Part Time Employment



1. An employee may be engaged by the week on a part-time basis for a minimum of 18 hours/week on a flexible basis as agreed with Management and confirmed in writing. Part-time employees would work up to 32 hours/week on a regular basis. Averaged over four weeks, part-time employees would work a minimum of 72 hours up to a maximum of 128 hours.

- 1.1 Transfer of existing full-time employees to part-time work must only be done on the request of the employee, and such request must be in writing.

2. All employees engaged on a part-time basis:

- 2.1 Shall be paid the same hourly rate as permanent employees for the class of work performed.

- 2.2 Shall be entitled to receive all of the payments and benefits arising under this agreement on a proportionate basis, with the exception of allowance payable under clauses C6 and C8 which shall be payable in full.

4. Casual Employment

1. The minimum rate of wages which shall be paid to a casual worker for work performed in ordinary time shall be a minimum rate higher by seventeen and one half per centum than the appropriate ordinary hourly rate plus an amount equivalent to one twelfth of their normal hourly rate in lieu of annual leave.
2. Work performed by casual workers in or during overtime, shall be paid for at the appropriate rate prescribed in clause C, 2 and Appendix 1, plus the penalties prescribed in this agreement for overtime.
3. A casual worker shall not be entitled to any leave conditions prescribed by the Agreement except for Long Service leave which shall apply in accordance with the relevant Act.
4. A casual worker shall be called out for a minimum of four hours for work on a normal Monday to Friday except for Public Holidays. (refer D, 3.4).
5. Whilst the parties acknowledge that the nature of the business requires utmost flexibility, the company philosophy is to maintain and strengthen the contribution made by its full-time and part-time employees. It will employ casual employees only where short-term fluctuations of the business is such that casuals are required to meet customer demands or some other problem must be addressed. In normal circumstances the company will employ up to a maximum of twenty five percent (25%) of the combined normal hours of it's full-time and part-time staff, averaged over a four week period. Should a particular issue require exceeding this figure, the company will consult with all employees, the union delegates and if considered necessary, the union organiser, to advise them of the issue and action to be taken.
6. Transfer of existing full time and part time employees to casual work must only be done on the request of the employee and such request must be in writing.



PART C - REMUNERATION

1. Classifications

The skills required in the workplace are broadly grouped under the following headings. Employees working under these classifications will work in any or all of these areas to the extent of their training, skills and qualifications.

- Receiving and responding to Customer queries or orders.
- General clerical functions, including processing orders and processing credits. Operation of computer equipment.
- Assembling, packing and shipping orders to Customers.
- Receiving and locating of stock including use of material handling equipment.

1. Utilisation of Skills

Employees shall be employed to carry out such duties as may be directed by the company from time to time subject to the limits of their skills, competence and training. Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the company provided that the employee has been properly trained in the use of such tools and equipment. Any direction given by the company in accordance with any of the above shall be consistent with the company's obligations under the NSW Occupancy Health & Safety, Act 1983. disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause G, 2 (Dispute Procedure) following prior consideration of the issue in accordance with the consultative mechanism in G, 1.

2. Classification Structure

Employees will be employed and paid according to the duties and appropriate pay rate for the work assigned as described in Appendix 2. This structure utilises a competency-based approach to job classification (developed from the Australian Standards Framework). Job titles and descriptions will be developed using this structure and these will incorporate performance criteria which will be the primary basis on which an employee's performance will be reviewed with management. The initial implementation of this structure will ensure that no employee will suffer a net loss in pay, and that any adjustments necessary will be phased in over the life of the agreement. Employees must be able to demonstrate the required level of competency before being appointed to a particular level. Management shall determine levels appropriate to an employee's competency with any disputed decision being referred firstly to the Consultative Committee and to be dealt with in accordance with the Dispute Process for resolution.

3. Positions will be given an appropriate Job Title and the competencies of that job will be *matched against* the relevant ASF Level which *determines* the Pay Rate applicable.

PAY RATE 1 (ASF Level 2)

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 2 as set out in Appendix 2.

PAY RATE 2 (ASF Levels 2 & 3)

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 2 and 3 in Appendix 2.

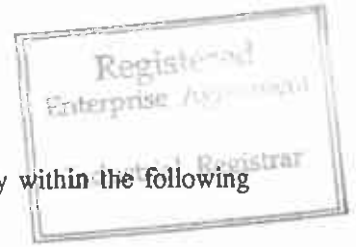
PAY RATE 3 (ASF Levels 2, 3 & 4)

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 2, 3, and 4 in Appendix 2.

1. Classifications (Cont'd)

4. Work Duties

"Warehouse Functions" would be performed by any employee of the Company within the following guidelines.



1. Warehouse Staff

The primary task of Warehouse staff is to accurately and efficiently:

- Receive
- Store
- Assemble
- Dispatch

in accordance with laid down procedures. In cases of Driver absenteeism, selected Relief Drivers will be used to effect deliveries.

2. Office Staff

The unions and the employees covered by this agreement agree that office staff will not be prevented from performing their responsibilities in any way.

The intent of this agreement is to remove any bar to efficiency - not to reduce deliberately the various functions currently performed on a day to day basis.

2. Wages

1. It is agreed that the only increases to wages throughout the life of this agreement shall be those set out in Appendix 1.
2. Employees will be paid on Wednesday at the prescribed rate for all time worked for the job done up to and including the previous Sunday.
3. Any authorised absence with pay from work will be paid at the employee's ordinary rate of pay
4. Payment of wages will be on a weekly basis direct to the employee's nominated bank (credit union etc) account. Where the employer and the majority of employees concerned agree, an alternative method of paying wages may be introduced.
5. Hourly rates shall be calculated by dividing the appropriate weekly rate by thirty eight.
6. Total weekly wages shall be calculated to the nearest ten cents, any fraction not exceeding four cents to be disregarded.

3. Superannuation

As per Company Policy as amended from time to time, but not less than relevant legislation governing superannuation.

4. Mixed Functions

1. An employee engaged on duties carrying a higher rate than that of their ordinary classification for more than two hours on any day shall be paid at the appropriate higher rate for the whole of that day. Each day shall stand alone, the higher rate being paid for actual days worked only.
2. An employee who on any day is required to perform work carrying a lower rate of pay shall suffer no reduction in their normal rate of pay during such period.



5. Clothing

The employer shall provide financial assistance or provide uniforms in accordance with Company Policy as amended from time to time to each employee to enable the purchase of Company uniforms, provided that this shall not negate the employer's obligations pursuant to the N.S.W. *Occupational Health & Safety Act 1983*.

6. First Aid

An employee holding a current qualification in first aid issued by St John Ambulance Australia or similar body and appointed by the employer to perform first aid duties as and when required shall be paid an allowance of \$2.00 per day for each day on which he/she is appointed, with a maximum net payment of \$10.00 in any one pay week.

Also an employee with a current qualification as per the N.S.W. *Occupational Health & Safety Act, 1983* may be appointed as the Fire and/or Safety Officer.

The employer shall pay the cost of an approved training course for these qualifications in addition to his/her wages.

7. Travelling Allowance

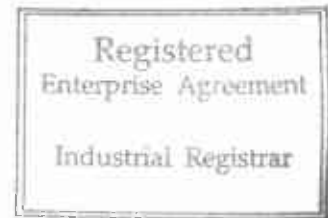
Wherever possible, Company provided motor vehicles should be made available so that employees' private vehicles are not used for Company related travel. Where use of private vehicles cannot be avoided, the following should be noted.

1. Employees will be reimbursed for the use of their vehicle at the rate provided by the Metal Trades Award 1984, which is currently 52 cents per kilometre. Such reimbursements must be processed through the payroll system and included on employees' group certificates. Details of distance travelled, reason for the journey and the calculated amount claimed must be entered on an "Advice to Pay Office" form, authorised by their manager.
2. If an employee is required to travel directly to/from home to/from a location other than the employee's normal place of employment, the distance reimbursed will be the shorter of -
 1. the distance between home and the location, or
 2. the distance between place of employment and the location
 3. The employee's supervisor is responsible for determining whether the employee has adequate private motor vehicle insurance. In circumstances where employee vehicles are damaged, the Company's insurance extends to cover private employee vehicles, but excludes liability for any loss, damage or liability separately insured under any other policy of insurance. The company's insurance also covers the loss of any no claim bonus or excess suffered by the employee.

8. Meal Allowance

1. An employee called upon to work overtime exceeding one hour on any day after a normal day's work shall, unless notified the previous day or earlier that he/she will be so required to work, receive a meal allowance of \$ 7.50 or a meal supplied by the employer.
2. All meal monies due will be paid through the payroll system and wherever possible in advance.

PART D - HOURS OF WORK



1. Hours

1. Normal Business

The ordinary hours of work shall be an average of 38 with RDO/ per week to be worked on the following basis:-

2. Ordinary Hours

Ordinary hours of 7.6/day , shall be worked between the hours of 6.00am and 6.00pm on Monday to Friday inclusive, with an unpaid period for lunch not less than thirty minutes, nor more than one hour each day, to be taken no later than 5 hours from commencement of shift. Lunch would normally be taken between 11.00am and 2.00pm.

3. Lunch Breaks

Lunch breaks may be staggered to meet business needs by mutual agreement. Employees will adjust the time of taking lunch to meet demands of the system (e.g. completion of datamobil cycle).

4. R.D.O.'s

152 hour / 4 week period with RDO

5. Stocktake - (Twice Yearly)

Employees will make themselves available for work on the stocktake on the Friday evening to 9.00pm except when on prior approved leave or in the case of agreed extenuating circumstances.

Payment of wages will still be obtained as per C,2 of this agreement.

2. Rostered days off

An employee working a 38 hour week with Rostered Days Off will take the RDO's at a time mutually agreed between employer and employee.

3. Saturdays/Sundays/Public Holidays

1. Saturday Work

All work performed by employees (other than shift workers) on a Saturday shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter. All time worked after 1200 noon shall be at the rate of double time.

2. Sunday Work

All work performed by employees (other than shift workers) on a Sunday shall be paid for at the rate of double time and a half.

3. Saturdays/Sundays/Public Holidays (Cont'd)

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3. Public Holidays

1. All employees on a weekly contract of hiring shall be entitled to all gazetted NSW public holidays provided that an employee who fails to attend for work on the working day before and/or the working day after such public holiday without reasonable excuse shall not be entitled to be paid for such holiday.
2. All work performed by employees on a weekly contract of hiring on a gazetted public holiday shall be paid for at the rate of double time and a half (2.5x). All time worked on Easter Friday or Christmas Day shall be at triple time (3x).

4. Minimum Payment

Employees other than those on shift work, required to work on Saturdays/Sundays or public holidays shall be paid for a minimum of four hours work at the appropriate rate, or in the case of supply of urgent medicines as otherwise agreed between the employee and the employer.

5. Rostered Day Off

1. Any employee who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, by mutual agreement, be paid for that day seven hours thirty six minutes at ordinary rates or have an additional day added to his/her annual leave, or shall be allowed to take the day off on an alternative weekday. Provided that where in the case of a shift worker the holiday on which he is rostered off falls on a Saturday or Sunday, this provision shall not apply.
2. In the event that an employee is required to work on a rostered day off, he shall be paid at overtime rates in accordance with Clause D, 5, or may, by mutual agreement, be allowed to take an alternative day off.

4. Shift Work

The ordinary full time hours of shift workers shall average thirty-eight per week - to be worked on the following basis:

152 hours within a period not exceeding twenty-eight consecutive days. (38 hr week)

Such shifts shall be inclusive of a rest period of fifteen minutes.

Afternoon Shift means any shift finishing after 6.00pm and at or before midnight.

Employees employed on afternoon shift shall be paid fifteen per cent additional to day rates. This additional rate shall apply for the whole of the week in cases where the employer changes an employee from the afternoon to day work before the employee has completed a full week on the afternoon.

Shift workers shall be paid ordinary overtime rates for all time worked in excess of ordinary hours of shift.

5. Overtime/TOIL,

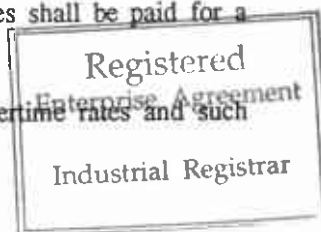
1. (Refer Part A , 8 & Part D, 1) Over time rates will apply to all time worked in excess of 7.6 hours per day or outside the ordinary hours span. Overtime is payable to full time, part time and casual employees at the rate of time and a half for the first two hours and double time thereafter, provided that in the calculation of overtime each day's work shall stand alone.
2. An employee working overtime shall be allowed a paid rest period of twenty minutes, with pay at the appropriate rate, after each four hours of overtime worked.
3. An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate.
4. The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

The hourly rate, when computing overtime shall be determined as follows:

- for employees working a 38 hour week, with an RDO, shall be determined by dividing the appropriate weekly rate by 38.

6. Rest Period

Employees shall be entitled to a rest break in the employer's time not exceeding twenty minutes each shift or work period, to be counted as working time and taken at a time fixed by the employer, provided that such break shall not be taken within one hour of a meal break, except by mutual agreement and not within one hour of starting or ceasing work.



PART E - LEAVE



1. Annual Leave (as per the NSW Holiday Act)

Employees are entitled to four weeks (twenty working days) paid annual leave at the completion of each 12 months continuous service. Payment for annual leave shall be in the same manner as if the employee had been at work. Wherever possible leave will be scheduled to meet the needs of the business and the preferences of the employee. One month notice prior to taking leave should be given and annual leave should be taken in a maximum of two periods. Changes to this due to unusual situations or circumstances will be allowed on approval from management.

1.1 Leave Loading

1. Each employee before going on leave shall be paid their wages at the rate prescribed by this agreement for the occupation in which the employee was ordinarily employed immediately prior to the commencement of their leave.
 2. In addition to the above payment prescribed by paragraph E, 1 hereof, each employee shall be paid a loading of 17.5 per centum calculated on the rates prescribed by the appropriate wages clauses in this agreement. The loading prescribed by this subclause shall not apply to proportionate leave on termination.
 3. The employee may in writing request the employer to pay the 17.5% leave loading at any agreeable time of the year or included as part of normal pay.
- 1.2 Where a Public Holiday falls during an employee's leave, an additional day shall be added to the employees leave.

2. Additional Holiday (Union Picnic Day)

The first Tuesday in November shall be observed as Union Picnic Day in addition to the holidays to be allowed pursuant to D, 3.3.1. Full-time employees and part-timers who would normally work on that day of the week shall be entitled to an additional day of leave in lieu of the union picnic day at a time fixed by the employer, subject to the following conditions:-

No employee shall be entitled to more than one day of such leave in any twelve month period, calculated from the anniversary of the commencement date of employment of such employee with the employer.

3. Sick Leave

- (1) Employees shall be entitled to 10 days paid sick leave for each year of service. The first sick leave day is not an entitlement until after three (3) months of service, however, during the first three months, accrual of sick leave remains unaffected. Any unused sick leave accumulates from year to year, but shall not be an entitlement at termination of employment.
- (2) Employees shall, at least one hour before the commencement of normal start time or as soon as possible thereafter, inform their supervisor and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (3) Employees who fail to notify their supervisor of their inability to attend work, may be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

3. Sick Leave (Cont'd)

- (4) Employees who take sick leave for more than two consecutive working days or on a day immediately preceding or succeeding either a weekend or public holiday may be required to produce a medical certificate for such period of absence. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.
- (5) Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be given adequate time to demonstrate improvement. If at the end of this period, the employee shows no improvement in the opinion of management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of management to summarily dismiss an employee for serious and wilful misconduct.

4. Long Service Leave

Entitlement to long service leave shall be in accordance with the NSW Long Service Leave Act 1955 as amended from time to time.

5. Bereavement Leave (Full time and Part time staff)

Subject to notice being given and adequate proof of death being provided, employees shall be entitled to a maximum of three (3) days paid leave on the death of a spouse, child, step mother, step father, step child, father, mother, brother, sister, grandparents, grandparents-in-law, mother-in-law, father-in-law, son-in-law or daughter-in-law.

Notwithstanding the above, bereavement leave will only be granted by management if the employee concerned would normally be working on the days in which bereavement leave is sought.

This clause shall have no operation while the period of leave under it coincides with any other period of leave.

For the purpose of this clause the words "spouse" shall include a person who lives with the employee as a de facto wife or husband.

6. Parental Leave (Full time and Part time staff)

The Parental Leave Provisions determined by the Full Bench of the Industrial Relations Commission of New South Wales, will apply to employees engaged under this agreement.

7. Jury Service (Full time and Part time staff)

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. Provided that the total amount received by the employee does not exceed that which he/she would have normally received.

An employee shall notify management as soon as possible of the date upon which he/she is required to attend for jury service and the company shall provide the employee with time off to attend.

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



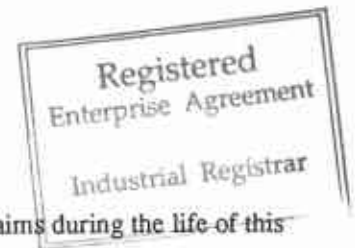
8. Carers leave

As per Company Policy as amended from time to time, but at no time less than the standards determined by the Industrial Relations Commission of New South Wales .

9. Discretionary Leave (Full time and Part time staff)

In circumstances where genuine need and hardship arises an employee may apply for leave from the company. Such leave may be granted with or without pay depending on circumstances.

PART F - OTHER CONDITIONS



1. No Extra Claims

It is a term of this agreement that the union undertakes, not to pursue any extra claims during the life of this agreement.

2. Right of Entry

A duly accredited representative of the union shall be permitted, on production of written authority, signed by the State Secretary or other senior officer of the union, to the employer or his representative, to enter the employer's premises for the purposes of interviewing employees on union business directly relating to their employment by the employer. Union officials shall contact company management at least twenty four hours prior to the intended visit to advise of their visit and the reason(s) and must announce their presence to management on arrival. Interviews may only be conducted during recognised unpaid meal breaks at the place where employees usually take their meals or, elsewhere by agreement with management.

3. Training

1. The Company undertakes to provide all employees with appropriate training to ensure they are able to perform their jobs satisfactorily. Such training will be in line with competency standards established in C,1 (refer also Appendix 2)

The Company is also prepared to provide training for those employees who express the desire to accept additional job responsibilities or learn new skills which are related to their current or future job functions.

4. Trade Union Training

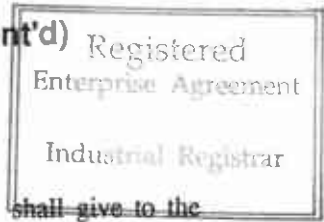
The Company will also enable bona-fide Union delegates to attend up to five (5) days per calendar year trade union training and will pay the employee fifty per cent (50%) of the employees normal base wage for the period of training. The Union agrees that it will pay the balance of the employees wages plus all travel costs. To facilitate the company making arrangements to release the employee, the Union will provide a minimum of twenty eight (28) days written notice of the training program. Should there be a particular difficulty releasing the employee, the company will consult with the union to select a more suitable alternative time.

5. Termination of Employment (Full time and Part time staff)

5.1 Termination of employment (Full time and Part time staff)

Employees shall be employed on a weekly basis, terminable by notice in writing on either side, or by payment or forfeiture of wages in lieu thereof in line with the schedule set out hereunder. Such notice shall not include annual leave entitlements.

5. Termination of Employment (Full time and Part time staff) (Cont'd)



5.1.1 Notice of Termination by Employer

In order to terminate the employment of an employee, the company shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

5.1.2 In addition to the notice in F, 5.1.1 hereof, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.

5.1.3 Payment in lieu of the notice prescribed in F, 5.1.1 and/or F, 5.1.2 hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

5.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

5.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor should it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

5.1.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by E, 1

5.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of the company, save and except that there shall be no additional notice based on the age of the employee concerned.

Subject to financial obligations imposed on the company by any Act, if an employee fails to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

5.3 Time off during Notice Period

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

5.4 Statement of Employment

The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

5. Termination of Employment (Full time and Part time staff)Registered
Enterprise Agreement

Industrial Registrar

5.5 Instant or Summary Dismissal

Notwithstanding the provisions of F, 5.1.1 hereof the company shall ~~have the right to dismiss~~ any employee without notice for conduct that justifies instant dismissal, including inefficiency or neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only. In this event, the provisions of F, 5:3 will not apply.

6. Introduction of Change**6.1 Notification of Intended Changes**

6.1.1 Where an employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall as soon as practicable notify the employees who may be affected by the proposed changes and their union or unions.

6.1.2 "Significant Effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job tenure; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement enables variation of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

6.2 Consultation with Employees and their Union or Unions

6.2.1 The employer shall discuss with the employees affected and their Union or Unions, among other things, the introduction of the changes referred to in sub-clause 6.1.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

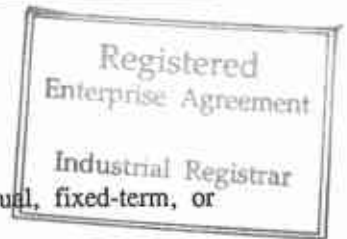
6.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause 6.1.1 hereof.

6.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union or Unions, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information disclosure of which, which looked at objectively, would be against the employer's interests.

7. Redundancy (Full time and Part time staff)**7.1 Definition:**

"Redundant employee" means an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the company's operations or by amalgamation of the company's operation with the operation of another company or resulting from a decrease in business activity.

7. Redundancy (Full time and Part time staff) (Cont'd)



An employee shall not be deemed to be redundant if:

- 7.1.1 immediately prior to termination he/she is employed on a casual, fixed-term, or temporary basis;
- 7.1.2 he/she has voluntarily retired under the provisions of a pension or superannuation scheme;
- 7.1.3 he/she is offered suitable alternative employment within the company and within reasonable distance of the employees' normal residence.
- 7.1.4 the closure is attributable to war, earthquake, civil disturbance, strike, stoppage or other industrial action.

7.2 Compensation:

When an employee is made redundant in terms of F, 7.1 above, redundancy compensation shall be negotiated with the employee affected on a fair and reasonable basis and shall prima facie be in line with the Termination Change and Redundancy Test Case Standard of the Industrial Relations Commission of New South Wales

7.3 Discussions Before Termination

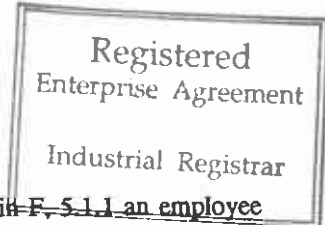
- 7.3.1 Where the company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and the decision may lead to termination of employment, the company shall hold discussions with the employees directly affected and with the employee's union representative. .
- 7.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of F, 7.3.1 hereof and shall cover any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 7.3.3 For the purposes of the discussion the employer shall as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimicable to the employer's interests.

7.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in F, 7.3.1 hereof the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment has been terminated, and the employer may at the employer's option, make payment in lieu thereof of any amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

7. Redundancy (Full time and Part time staff) (Cont'd)



7.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in ~~F, 5.1.1~~ an employee whose employment is terminated for reasons set out in F, 7.3.1 hereof shall be entitled to an amount of severance pay as negotiated between the employee and Faulding Healthcare, Newcastle.

7.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in F, 7.3.1 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

7.7 Alternative Employment

The company, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the company obtains acceptable employment for an employee.

7.8 Time off During Notice Period

7.8.1 During the period of notice of termination given by the company an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

7.8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

7.9 Transmission of Business

7.9.1 Where the business is before, on or after the date of this Agreement transmitted from the company (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the Transmtee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmttee:

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

7.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmttee, and

7.9.1.3 no redundancy will have occurred as a result.

7.9.2 In this sub-clause "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.

PART G - COMMUNICATION

Registered
Enterprise Agreement
Industrial Registrar

1. Consultation

The parties agree that they will consult each other about matters involving changes to the organisation or workplace practices that impact the employees covered by this agreement. For issues related to interpretation of this agreement, disputes etc., the existing Newcastle Branch Consultative Committee will be utilised.

2. Dispute Procedure

Subject to the provision of the *Industrial Relations Act 1996 (NSW)*, as amended from time to time, any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:-

1. Any matter which has been fully discussed between an employee, or employees, and the supervisor and is still in dispute shall be referred to the accredited employee's representative (s) concerned.
2. The representative (s) shall then discuss the matter with the supervisor concerned and if necessary with senior management on site.
3. If an issue in dispute cannot be resolved by the above procedure, the accredited employee's representatives shall immediately report the matter to the Union Secretary. Likewise, the authorised management representative will immediately report the matter to Executive Management.
4. The Union Secretary and Executive Management will then meet promptly to discuss the dispute with the aim of reaching an agreement to resolve the matter. Any agreement reached is to be recorded and complied with by the parties.
5. If the dispute remains unresolved, the parties without prejudice as to final settlement, will seek the assistance of the Industrial Relations Commission of New South Wales .
6. While the above procedure is being followed work shall continue normally, excepting in the case of a bona fide safety dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.
7. In the case of a bona fide safety dispute where safety of the employees is alleged to be at risk, either the supervisor or an employee can seek assistance from a Health and Safety Representative. (H.S.R.)

An authorised Health and Safety Representative will with line management immediately inspect the situation. If in the H.S.R.'s opinion there is a real hazard, work must stop immediately and must not resume until the hazard has been eliminated and the H.S.R. declared the situation safe. An H.S.R. can seek assistance from appropriate internal or external authorities on any such issue.

In the event of a stoppage of work occurring by reason of a bona fide safety issue, the employer undertakes to make every reasonable endeavour to provide alternative work for employees directly involved.

8. The unions undertake that they will not involve the employer in any award dispute or disputes arising in another company including bands and limitations on other companies.

PART H - APPENDICES

Appendix 1



Pay Scales (38 hour week full time employee)

(a)	<u>Adult</u>	<u>Pay Rate 1</u>		<u>Pay Rate 2</u>	<u>Pay Rate 3</u>
		<u>SDA</u>	<u>NUW</u>		
	31/12/96	413.10	440.00	-	-
(1).	Special Payment	(\$375.00)	(\$375.00)		
	01/07/97	<u>+18.90</u>			
		432.00	440.00	459.00	479.00
	01/01/98	<u>+10.00</u>	<u>+9.00</u>	<u>+10.00</u>	<u>+10.00</u>
		442.00	449.00	469.00	489.00
	01/07/98	<u>+16.00</u>	<u>+14.00</u>	<u>+14.00</u>	<u>+14.00</u>
		458.00	463.00	483.00	503.00
	01/01/99	<u>+14.00</u>	<u>+14.00</u>	<u>+14.00</u>	<u>+14.00</u>
		472.00	477.00	497.00	517.00
	01/07/99(*)	<u>+20.00</u>	<u>+15.00</u>	<u>+15.00</u>	<u>+15.00</u>
		<u>492.00</u>	<u>492.00</u>	<u>512.00</u>	<u>532.00</u>
(b)	<u>Juniors</u>		<u>% of Group 1 Rate</u>		
	At 16 years of age		60		
	At 17 years of age		75		
	At 18 years of age		100		

(*) Prior to the final payment being made on the first of July, 1999, the Company and the Consultative Committee will meet in February, 1999, to discuss future productivity outcomes, should they not have reached budgetted levels, with a view to achieving those levels within the first six month period of any new Agreement.

re(1), This payment (\$375) is a once-off payment for full time employees (part-time and casual staff will receive a pro-rata amount, based on the average time worked over the previous 6 months) in lieu of calculating back-pay, and will be payable in the first normal pay following approval by the Industrial Relations Commission of New South Wales.

PART H - APPENDICES

Appendix 2

Competency Structure :

As per Faulding Healthcare Competency Standards Guide



APPENDIX 2. Competency Structure

What are ASF levels

ASF Level refers to Australian Standards Framework. The ASF is a nationally agreed structure of eight levels of educational qualifications and eight levels of competency. The framework provides a link between the workplace and the vocational education system.

The ASF was developed by the Australian National Training Authority. The use of the standards framework has been adopted by the majority of industry training councils in consultation with relevant unions.

National warehousing competency standards are based on ASF levels 1 through 5, as defined in the National Warehousing and Distribution Competency Standards. Within Faulding we use ASF Levels 2 to 4 only.

How ASF levels are used to group competencies

The table below demonstrates the progression of autonomy, supervision, tasks and skills from ASF Level 1 through ASF Level 4.

ASF Level 1	ASF Level 2	ASF Level 3	ASF Level 4
Constant supervision	Direct supervision, with <i>autonomy</i> when working in teams	Limited supervision. Broad guidance and autonomy when working in teams May be responsible for the work of others	Work performed <i>without</i> supervision, but general guidance on progress and outcomes Work of others supervised, or teams guided or facilitated Responsible for the organisation of others' work
Narrow range of tasks and roles	A range of tasks and roles Choice of actions are clear with <i>limited</i> complexity in the choice	Broad range of skills and or <i>specialist</i> skills <i>Some</i> complexity in the extent of choice and actions	Application of knowledge with <i>depth</i> and a broad range of skills
Established routines, methods and procedures	Established routines, methods and procedures with <i>limited</i> discretion and judgement	Established routines, methods and procedures where <i>some</i> discretion and judgement is required for both self and others	Established routines, methods and procedures where discretion and judgement is required for both <i>self</i> and <i>others</i>

How ASF levels can relate to Faulding positions

The table below provides some examples of how this may relate to the Faulding workforce. These positions are indicative only.

ASF Level 1	ASF Level 2	ASF Level 3	ASF Level 4
<i>This level is not being used within the Faulding Healthcare Competency Framework</i>	Assembler Despatcher Packer Replenishment Customer Service Clerk	Stock controller Driver DDA clerk Promotions coordinator Debtors Clerk	Leading hand



Key Result Areas

For the Faulding environment, the following Key Result Areas have been chosen to group like competencies:

- Processes and Systems (PS)
- Warehousing (WH)
- Administration (AD)
- Customer Service (CS)
- Workplace Safety (WS)
- Teamworking (TW)

How to read a Competency Standard

A B CC	Competency Title
A- Key Result Area Code	<i>A discrete component within a standard. It refers to the activities conducted.</i> <i>The title should be written in output terms and be accurate and concise.</i>
B - ASF Level number (refer above)	
CC - Unit of competency Number (sequential)	
Key Actions	Performance Criteria
<i>Key Actions are the building blocks of the unit of competency. They describe in output terms tasks an employee is able to do.</i>	<i>Performance Criteria are statements which specify the level of performance. These criteria can then be used as an assessment guide and also provide assistance with training and development.</i>
Variables	<i>Variable define the boundaries which the competency apply. They also provide a link workplace documentation, such as SOPs, legislation and technical manuals.</i> <i>Variable relate to the unit as a whole.</i>

Faulding Healthcare Competency Standards Guide

Key Result Area	ASF Level 2	ASF Level 3	ASF Level 4
Processes and Systems (PS)	PS201 Operate within and review Faulding processes and systems	PS301 Revise processes and systems	PS401 Design and implement processes and systems
	PS202 Use the VAX computer system	PS302 Use and maintain VAX computer systems	PS402 Assist in computer system design and implementation
	PS203 Basic personal computer operation	PS303 Advanced personal computer operation	
Warehousing (WH)	WH201 Prepare for assembly		
	WH202 Pick and assemble an order (bin, bulk, or promotional)	WH302 Coordinate line starting activities	WH402 Coordinate assembly process
	WH203 Pick and assemble a dangerous drugs order	WH303 Coordinate dangerous drugs activities	
	WH204 Locate storage area and product		
	WH205 Check and monitor stock	WH305 Control warehouse stock	WH405 Manage warehouse stock
	WH206 Pre-packing coordination		
	WH207 Package an order		
	WH208 Despatch orders	WH308 Coordinate despatch of orders	WH408 Coordinate packing and despatch process
	WH209 Prepare for delivery	WH309 Deliver local / metropolitan orders	
	WH210 Operate motorised handling equipment		
	WH211 Operate non-motorised handling equipment		
	WH212 Operate datamobil equipment	WH312 Maintain warehouse automation equipment	WH412 Manage warehouse automation equipment
	WH213 Receive and unload stock		
	WH214 Process received stock	WH314 Process receiving paperwork	WH414 Coordinate receiving process
	WH215 Replenish stock		
	WH216 Process goods for credit	WH316 Coordinate claims for credit	
	WH217 Handle damaged, returned or claimed goods		
	WH218 Participate in stocktakes	WH318 Coordinate stocktake activities	



Faulding Healthcare Competency Standards Guide

Administration (AD)	AD201 Operate office equipment	AD401 Purchase and install office equipment
	AD202 Deliver banking documents	AD302 Manage debtors exposure
	AD203 Prepare and process financial documentation	AD303 Input into monthly management reporting
	AD204 Produce and distribute operating reports	AD304 Coordinate branch computer activities
	AD205 Assist with promotional activities	AD305 Coordinate promotional activities
		AD306 Coordinate local buying activities
	AD207 Operate reception	AD404 Manage branch computer activities
	AD208 Process orders	AD405 Manage promotional activities
		AD406 Manage local buying activities
	AD210 Prepare and provide payroll information	AD308 Process special orders
		AD309 Maintain product and pricing information
	AD211 File and store documentation	AD310 Maintain personnel and payroll information
	AD212 Handle incoming and outgoing mail	
	AD213 Provide secretarial support	
	AD214 Resolve PDE enquiries	AD314 Coordinate electronic ordering activities
	AD215 Order stationary supplies	AD414 Install, test and train electronic ordering equipment
Customer Service (CS)	CS201 Respond to customer requests	CS401 Manage internal and external customer relations
	CS302 Practice supplier relations	CS402 Manage supplier relations
Workplace Safety (WS)	WS201 Practice and monitor correct manual handling	WS401 Manage, practice and promote correct manual handling
	WS202 Clean and maintain work area and equipment	WS402 Manage and maintain work area and equipment
	WS203 Follow and monitor safe work practices	WS403 Identify and act on unsafe work practices
	WS303 Identify and manage unsafe work practices	
	WS304 Drive safely and professionally on public roadways	
Teamworking (TW)	TW201 Team membership	WS405 Coordinate workers compensation activities
	TW202 Communicate effectively	TW401 Coordinate team activities
	TW203 Maintain and develop competencies	TW402 Communicate and respond effectively
		TW403 Identify and develop workplace competencies



PART I - DECLARATION AND SIGNATORIES

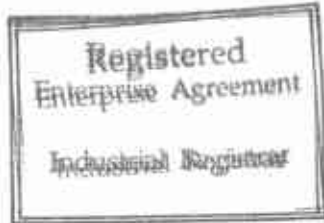
For and on behalf of Faulding Healthcare Pty Ltd, on this 12th day November of (month), 1997

Signed: [Signature]

Witnessed by: [Signature]

Signed for and on behalf of all those employees bound by this Agreement by the elected members of the Enterprise Agreement Working Party :

Name	Signature
Denise Taylor.	D. Taylor.
Ann Kennedy.	A Kennedy.
Sue Rollinson	S. Rollinson
Ron St John	[Signature]
Ron Muxlow	Ron Muxlow
Lyn Hiskens	L. Hiskens
John Phillips	J. Phillips



[Signatures corresponding to the list of names]

For and on behalf of the National Union of Workers, New South Wales,

on this _____ day _____ month of 1997

Signed: [Signature]

Witnessed by: [Signature]
State Secretary

For and on behalf of the Shop Assistants' and Warehouse Employees' Federation of Australia Newcastle and Northern New South Wales,

on this 6th day November month of 1997

Signed: [Signature]

Witnessed by: [Signature]
State Secretary

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES