

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/408

LR.C. NO: 96/5998 -

DATE APPROVED/COMMENCEMENT: 20 December 1996

TERM: Expires 28 August 1998

NEW AGREEMENT OR VARIATION: Replaces E.A. 28/96

GAZETTAL REFERENCE: 296 19. 1398 (7.3.97)

DATE TERMINATED:

TITLE: API (Canberra) Pty Ltd Enterprise Agreement

COVERAGE/DESCRIPTION OF EMPLOYEES: Warehouse and Clerical Employees

PARTIES: API (Canberra) Pty Ltd & National Union of Workers' New South Wales Branch

PAGES: 8

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

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

**and**

**it's employees**

**and**

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

Registered  
Enterprise Agreement  
Industrial Registrar

**It is agreed by the parties as follows:**

1. THIS AGREEMENT is to be called the "API (Canberra) Pty Limited Enterprise Agreement". The parties to this Agreement are API (Canberra) Pty Limited ("the Company") its employees and their union the National Union of Workers NSW Branch ("the Union"). It has not been entered into under duress by either party.

2. COMMITMENT

- (i) This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved workplace relations and employment practices to ensure major benefits to the Customers, the Company, Employees and the community generally.
- (ii) So that issues may be addressed which effect workers and management and to explore ways of improving efficiency, productivity and customer service a consultative committee will be established and meet on a regular basis.
- (iii) The objective of this Enterprise Agreement and the development of the consultative mechanisms is the creation, through the exchange of ideas between employees and the employer, of a harmonious and productive working environment that is beneficial to the long term future of the company and all its employees.

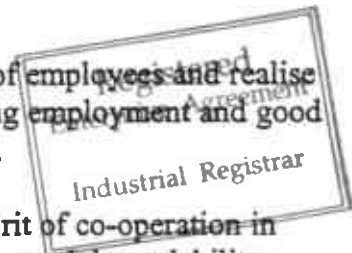
3. INCIDENCE

This Agreement applies to personnel employed by API (Canberra) Pty Limited in warehouse and clerical occupations.

4. UNION/MANAGEMENT CO-OPERATION

The union recognises its responsibilities as representatives of employees and realise that in order to provide maximum opportunity for continuing employment and good working conditions, the company must function effectively.

The company and the union will endeavour to work in a spirit of co-operation in order to attain maximum efficiency, quality customer service and dependability recognising the essential nature of the business as a provider of medicines to pharmacies and hospitals.



## 5. AVOIDANCE OF DISPUTES PROCEDURE

In order to ensure grievances are settled promptly, sensibly and fairly, the following procedure has been adopted. The parties acknowledge that an effective settlement can only be achieved when there is an obvious and genuine sincerity and integrity involved.

- (i) Employee to try and resolve problem by discussion with his/her immediate supervisors/manager;  
ANSWER WITHIN 8 WORKING HOURS.

IF UNRESOLVED:

- (ii) Employee should refer the matter to the branch manager if this is a different person to that referred to in (i) above.  
ANSWER WITHIN 8 WORKING HOURS.

IF UNRESOLVED:

- (iii) Employee should discuss the matter with Personnel after seeking the help of the union delegate if the employee is a member of a Union.  
ANSWER WITHIN 24 HOURS

IF UNRESOLVED:

- (v) Personnel will have discussions with the General Manager: Operations as well as the employee, and with the union organiser and the union delegate if the employee is a member of a Union;  
ANSWER WITHIN 24 HOURS

IF NO SOLUTION IS REACHED AT THIS STATE:

- (vi) The union organiser will refer the dispute to the union secretary, and the Company will refer the dispute to its employer association and the union secretary, or their nominee, will take up the matter with the employer association.
- (vii) Subsequent to this it may occur that if no solution is reached either the Union, the Company or the employee will seek the assistance of the Industrial Relations Commission of New South Wales.

DURING THE DISCUSSIONS THE STATUS QUO SHALL REMAIN AND WORK SHALL PROCEED NORMALLY. "STATUS QUO" SHALL MEAN THE SITUATION EXISTING IMMEDIATELY PRIOR TO THE DISPUTE OR THE MATTER GIVING RISE TO THE DISPUTE. NEITHER THE COMPANY NOR THE EMPLOYEE SHOULD TAKE ANY ACTION WHICH WOULD AGGRAVATE THE PROBLEM.

6. DISCIPLINARY PROCEDURE

The company requires all employees to maintain a fair output of work and follow all reasonable instructions relating to work. To provide every opportunity for improved performance the Company's Disciplinary Procedure as published to staff shall apply.

7. HOURS OF WORK

- (i) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6.00am and 6.00pm.
- (ii) Once having fixed the time for commencing and ceasing work it shall not be altered without seven (7) days notice to the employees concerned, or by mutual agreement between the employer and such employees. Where the majority of the employees in a plant or section and the employer so agree, the commencing/finishing time may be altered to meet the needs of the operation and its customers.
- (iii) An unpaid meal break of 30 minutes between the times of 11.30am and 2.00pm shall apply. A rest break will be allowed of 15 minutes in the morning for all employees. An employee will not be expected to work for a period exceeding 5 hours without a break, either meal break or 15 minutes rest break.
- (vi) A loading will be applicable to Saturday at the current respective award rate.

8. STANDARDISED CONDITIONS FOR BRANCH

- (i) Meal Allowance - \$7.60, payable after first hour overtime.
- (ii) Overtime - First 2 hours at time-and-a-half, thereafter double time. Sunday double-and-a-half time & minimum 4 hours on Sunday.
- (iii) Sick Leave - 2 weeks (10days) per employee per year and one week in the first year.
- (iv) Casual loading - 17.5% + 1/12
- (vii) Bereavement leave - Up to 3 days; sufficient proof of death of spouse, defacto, parent/foster/parent-in-law, brother, sister, brother/sister-in-law, child, stepchild, grandparents, Outside Australia spouse, parent, brother/sister, child.



9. EMERGENCY STAND-BY STAFFING

- (i) In event of a dispute the union will take all reasonable steps to ensure that prescription, S3 and baby formula are distributed.
- (ii) Without limiting the generality of sub-clause (i) above, on the present manning levels, a minimum of 5 experienced employees are necessary to ensure the distribution of essential items. ("Experienced in the context means deemed by the company to have had substantial experience in handling these products.")
- (iii) If training is required to prepare employees to meet emergency staffing requirements, either described in (i) above, or required by causes such as computer breakdowns, power failure, absenteeism other causes, then such training will be arranged by the company.

10. PERFORMANCE OBJECTIVES

To meet the performance objectives in Clause 2 in relation to efficiency, productivity and customer service the Joint Consultative Committee will establish agreed performance objectives. These will comply with "best practice" principles for the industry so as to provide a competitive advantage for the business. In addition the Joint Consultative Committee will commence negotiations for the next Enterprise Agreement three months prior to the expiry of the current Enterprise Agreement.

11. FAMILY LEAVE

As an amendment to the current Sick Leave provision as per the award, Sick Leave accrued from the date of signing of the agreement may be taken as family leave. Leave may be taken to support an immediate family member if they are ill. All other provisions and requirements under the Award for the taking of Sick Leave/Family Leave apply. Sick Leave accrued prior to the signing of the agreement will be preserved as normal sick leave.

12. BONUS PAYMENT FOR THE REDUCTION OF SICK LEAVE

The parties acknowledge that the reduction of absences due to sick leave has a direct and positive impact on overall productivity and the overall efficiency of the workplace. In this regard an incentive payment will be made to an employee who works a full quarter (three full calendar months from date of last sick day) with no sick/family leave absence. The payment is of 1% of earnings for the quarter and will be paid to the eligible employees on the second or third pay period after the end of each eligible quarter. This shall apply from 29th August 1996, for the terms of this agreement.



Ext  
(20/12/9

15. DURATION OF THE AGREEMENT

This agreement shall take effect from the date of it's approval by the Industrial Relations Commission of New South Wales until the 28th of August 1998.

Registered  
Enterprise Agreement  
Industrial Registrar

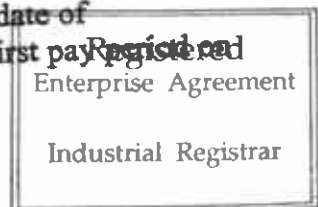
13. NO EXTRA CLAIMS

It is a term of this agreement that the union undertakes for the duration of the Agreement, not to pursue any extra claims, award or over award, accept when consistent with the terms of this Agreement.

14. TERMS OF THE AGREEMENT

There are two wage increases under this agreement the payments are set out below:-

- (i) The first 5% increase will take effect from the first pay period to commence on or after 28th August 1996.
- (ii) The second 5% increase will take effect from the first pay period to commence on or after 28th August 1997.
- (iii) Employees covered by this agreement will be paid the above wage increases on their rate of pay and allowances.
- (iv) New employees not covered by this agreement at the date of legislation will be paid the above increases from the first pay period on or after commencement of their employment.



In witness whereof the parties duly executed this agreement:

API (Canberra) Pty Limited

.....

Frank Belan  
Secretary - National Union of Workers (New South Wales Branch)



INDUSTRIAL RELATIONS ACT 1996

INDUSTRIAL RELATIONS  
COMMISSION OF NEW SOUTH WALES

In the matter of an application by API  
(Canberra) Pty Ltd for approval of an  
enterprise agreement.

APPLICATION FOR APPROVAL OF  
ENTERPRISE AGREEMENT



Filed by:  
David Davies  
Senior Human Resources Counsellor  
Australian Chamber of Manufactures  
Level 7, 157 Liverpool Street  
SYDNEY NSW 2000

Tel: (02) 9372 0444

Fax: (02) 9372 0400