

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/107

TITLE: Sigma Pharmaceuticals Pty Ltd & NUW (NSW Warehouse & Operators) Enterprise Agreement 2001

I.R.C. NO: 2001/4421

DATE APPROVED/COMMENCEMENT: 11 July 2001/6 March 2001

TERM: 6 March 2003

**NEW AGREEMENT OR
VARIATION:** New

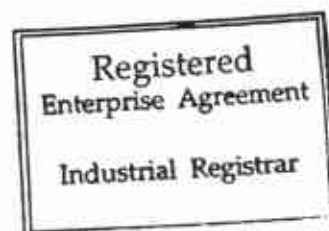
GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged in the manufacturing, packaging and warehouse area of Sigma Pharmaceuticals Limited located at 7 Maitland Place, Norwest Business Park, Baulkham Hills, NSW 2153

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



EX1
11/7.

SIGMA PHARMACEUTICALS PTY LTD & NUW (NSW WAREHOUSE & OPERATORS) ENTERPRISE AGREEMENT 2001

BETWEEN

SIGMA PHARMACEUTICALS PTY LTD
AUSTRALIA PTY LTD

AND

NATIONAL UNION OF WORKERS NSW BRANCH

FINAL COPY

23rd February 2001

Registered
Enterprise Agreement
Industrial Registrar

INTRODUCTION

This agreement shall apply to all employees within the manufacturing, packaging and warehouse sections subject to the Storeman and Packers (Wholesale Drug Stores) State Award and the Drug Factories (state) Awards in the occupations specified in Appendix 2 here in located at 7 Maitland Place Norwest Business Park, Baulkham Hills, NSW, 2153. It incorporates the terms and conditions of employment resulting from discussions between SPL Management and Employees and NUW Representatives during 2001. This agreement replaces all the original agreements of 1998, 1996 and 1992.

It will operate for a period of 24 months from date of agreement as specified but, if there are parts of the agreement that adversely affect either party, amendments can be agreed during the two year period.

The agreement shall be read and interpreted wholly in conjunction with the Storemen & Packers (Wholesale Drug Stores) State Award and the Drug Factories (State) Award provided that where this Agreement is silent on a matter the parties shall refer to the Storeman & Packers (Wholesale Drug Stores) State Award shall prevail to the extend of any inconsistency.

The agreement shall be binding on the company and the union and shall apply as specified at clause 34.



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2. HOURS

- (a) For four weekly periods the total ordinary hours of work will be 150 hours based on a 37.5 hour week 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.

- (b) 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).

The company will issue a RDO schedule for the forthcoming year and employees will be advised of the schedule by displaying it on noticeboards.

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.

Where there is an agreed change in a RDO an employee is paid normal rates for the RDO worked and the RDO is rescheduled.

More detailed information regarding RDO's is included in Appendix 1.

- (c) Commencing Times: No earlier than 7.00 a.m.
- (d) Finishing Times: No later than 5.15 p.m.
- (e) 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.

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.

- (f) 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.



3. WAGES

- (a) Adult Employees: The minimum agreed weekly wage ranges paid to adults for each Classification is set out in Appendix 2.

Such minimum rates shall be calculated to the nearest 5 cents, any broken part of the 5 cents in the result not exceeding 2.5 cents to be disregarded.

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

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

Agency labour will be paid the appropriate site rate.

- (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. An additional 24 minutes per day will be accrued and paid out at ordinary time rates.
- (iii) Plus 17-1/2% loading .
- (iv) Plus 8.33% loading for holidays.

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. OVERTIME

All work done before the agreed start and after agreed finishing times as set out in Clause 2 above Monday to Friday, inclusive, or on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All time worked after 12.00 noon on Saturday will be paid for at double time. Minimum payment for time worked on Saturday shall be four hours at the appropriate rate.



5. MEAL HOURS AND AFTERNOON TEA BREAK

- (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.
- (c) A 10 minute rest pause in the second half of each day or shift will be worked and replaced by a 9 minute early finish.

6. CLASSIFICATIONS, TRAINING AND PERFORMANCE APPRIASALS

It is the intention of the parties to develop appropriate job classifications. This will be achieved by also working with representatives from TAFE to provide necessary training programmes to facilitate multi-skilling and labour flexibility. Full consultations will take place to agree skill and competency levels to apply within each job classification which will be linked into the Pharmaceutical Manufacturing Certificate Course.

7. 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.

8. TERMS OF ENGAGEMENT

- (a) Except for casual Employees, employment shall be on a fortnightly basis.
- (b) Employment of Employees during the first month of service shall be from day to day at the appropriate rate terminable at a day's notice on either side; provided that the Employer shall indicate, in writing, to an Employee, at the time of engagement whether he is being engaged as a casual worker or on a weekly basis.
- (c) 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 Sigma Pharmaceuticals Management.
- (d) 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.

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.

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.

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.

Provided that an Employee whose employment is terminated by the Employer on the working day immediately preceding a holiday or holidays otherwise than from misconduct shall be paid for such a holiday or holidays. This sub-clause is not to apply to an employee during the first month of engagement.

9. 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.

- (a) 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 paragraph 8). The first will be known as a first warning and the second as a final warning.
- (b) 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.
- (c) A Union delegate or a fellow Employee shall be present unless the Employee specifically requests not to be represented.
- (d) 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.

NOTE:

- (i) The warning will be issued by the Departmental manager, or in his absence his alternative.
- (ii) 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.

10. SETTLEMENT OF DISPUTES

Grievance Procedure

- (a) In the event that an Employee has a problem or matter of concern in connection with his employment, i.e. pay, wages, entitlements, duties etc., he shall, in the first instance, refer the matter to his immediate Supervisor, who will endeavour to resolve the problem.

Failing a settlement by the supervisor, the matter shall be referred by the Supervisor to the Manager, who will endeavour to resolve the problem.

- (b) If the Employee wishes a Union delegate or a fellow Employee may be in attendance.
- (c) Any difference of opinion or controversy in connection with the application of this procedure which is not settled or adjusted by the Manager to the satisfaction of the parties concerned, shall be considered a dispute and must be settled in accordance with the Avoidance of Disputes Procedure.



Avoidance of Disputes Procedure

- (d) The Union, Employees and the Company agree to undertake all reasonable steps to ensure that their Officers, Members and Staff follow this procedure. The intention being that all disputes receive prompt attention and be resolved by conciliation.
- (e) Any dispute arising out of employment or any other matter including a dispute arising at job level and not resolved by the Grievance Procedure shall be referred by the Union delegate to the company representative appointed for this purpose.
- (f) Failing settlement at this level between the Company and the Union delegate on the job the Union delegate shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.
- (g) All efforts shall be made by the Company and the Union organiser to settle the matter but failing settlement the Union organiser shall refer the dispute to the Australian Business of New South Wales and the matter will be pursued through the Australian Business of New South Wales.
- (h) 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.
- (i) At any time either party shall have the right to notify the dispute to the Industrial Registrar.
- (j) The Company may elect, and shall have the right, in such circumstances to stand down or suspend an Employee on full pay. The ultimate terms of settlement of the dispute and the rights of the Employee shall not be prejudiced by invoking this procedure.
- (k) The Union gives an undertaking that in the event of a stoppage of work taking place, after having availed itself of the above mentioned procedures, it will ensure that the necessary labour is available to allow the safe close down of the Company's processes without loss or damage to product or production equipment.
- (l) The Industrial Relations Committee will meet when required to resolve grievances and disputes, or convened by either party giving notice.

The meeting will be attended by the Company's Management representatives, Union delegate and co-delegate. If required the Area Organiser of the National Union of Workers.
- (m) The Company and the Union agree that in the event of any dispute or emergency suitable arrangements will be made through either a skeleton crew or staff members to ensure there is no impediment to the supply of life saving drugs.
- (n) If new product development trials or major process trouble shooting work is required to be carried out by non-Union Employees, in these instances staff members will be allowed to operate machines, equipment and processes with a Union Employee in attendance. In regard to process trouble shooting, when the problem is resolved, normal working conditions will apply.
- (o) Free and unrestricted access will be required for Accounts Department members and the Company Auditors throughout the year to carry out stock checks in accordance with the requirements of the Company Act.



- (p) Employees will adhere at all times to the operational procedures, standards and protocols as required by the Federal and New South Wales Departments of Health, as laid down by the codes of Good Manufacturing Practice for Therapeutic Goods, which covers the Company's Manufacturing Licence. The operational procedures, standards and priorities will take precedence over all other matters.

11. HOLIDAYS

- (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 award employee. Such holiday shall be on Easter Tuesday.

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.

- (c) 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.

12. HOLIDAY AND SUNDAY RATES OF PAY

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 Sunday shall be paid for at the rate of two and a half times the ordinary rate and all time worked on holidays, 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 Sundays or holidays shall be four hours at the appropriate rate.

13. PAYMENT OF WAGES

- (a) Employees will be paid on a fortnightly basis
- (b) 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.
- (c) Casual hands shall be paid on a fortnightly basis



14. ANNUAL LEAVE

See Annual Holidays Act, 1944.

15. 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 Section.

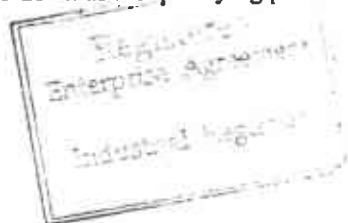
- (a) In this clause the Annual Holidays Act, 1944, is referred to as "the Act".
- (b) Before an Employee is given and takes his annual holiday, or where by agreement between the Employer and Employee, the annual holiday is given and taken in more than one separate period, then before each of such separate 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 an annual holiday wholly or partly in advance – see sub-clause (e).

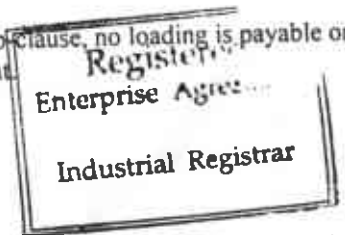
- (c) The loading is payable in addition to the pay for the period of holidays given and taken and due to the Employee under the Act.
- (d) The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause (e) at the rate per week of 20% of the appropriate ordinary weekly time rate of pay prescribed in Clause 3 of this award for the classification in which the Employee was employed immediately before commencing his annual holiday, but shall not include any other allowance, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.
- (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 an annual holiday or leave without pay to the Employees concerned:-
- (i) an Employee who is entitled under the Act to an annual holiday 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 an annual holiday 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 an annual holiday 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.
- (iii) Except as provided by paragraph (i) of this sub-clause, no loading is payable on the termination of an Employee's employment.



16. BEREAVEMENT PAY

An Employee shall, on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, child or stepchild, brother or sister be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Employee in three ordinary days' work. On the death of a grandparent or direct aunt or uncle an Employee shall be entitled to one day's paid leave. Proof of such death shall be furnished by the Employee to the satisfaction of the Employer. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause, the words "wife" and "husband", shall not include a "wife" or "husband" from whom the Employee is separated, but shall include a person who lives with the Employee as a de facto wife or husband, as the case may be.

Provided further that an Award Employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an Employee's husband, wife, father or mother and where such Employee travels outside of Australia to attend the funeral.

17. SICK LEAVE

- (a) All Award 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 calendar year on full pay.

- (b) 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 commencing from the date of commencement of employment or the anniversary of such date.

- (c) The payment for any absence on sick leave in accordance with the clause, during the first three months of employment of an Employee, may be withheld by the Employer until the Employee completes such three months of employment, at which time the payment shall be made.
- (d) 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.
- (e) 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.

- (f) 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.
- (g) Doctors certificates are to be produced for absences in excess of one day.
- (h) After completion of twelve months' service, all accrued sick leave will be paid on termination of employment for any reason other than misconduct.

18. LONG SERVICE LEAVE

See Long Service Act, 1955

19. FAMILY LEAVE

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

20. MEAL ALLOWANCE

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

An Employee who works for more than 8.5 hours in any day or shift shall be paid a meal allowance of as specified in the Storemen and Packers Wholesale Drug Stores (state) Award. Such payment shall be made with the normal payment in the following pay period.

21. REDUNDANCY

"Redundancy" shall mean, and shall be deemed to exist where:-

- i. the employer has ceased, or intends to cease to carry on the business; or
- ii. 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,
- iii. 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 cease or diminish; or
- iv. 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.

SPL is a responsible employer and as such is committed to endeavouring to provide ongoing employment to all permanent employees.

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 will take place and entitlements will be based on company policies that apply at the time.

Currently, redundancy payments are based on 4 weeks ordinary pay for each year of service calculated for each completed month plus severance pay of 4 weeks. Should there be change in policy the payments may increase, but will not be reduced below the current scale of 4 weeks x 4 weeks.



Unions will be involved in discussions in potential redundancy situations.

22. GENERAL CONDITIONS

- (a) 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.
- (b) Where the nature of the work performed by Employees necessitates suitable industrial clothing, including waterproof clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles etc., they shall be supplied and paid for by the Employer. Where there is a requirement for safety shoes to be worn then five pairs of socks will be issued with each pair of safety shoes.
- (c) Employees shall be allowed to rest a pause of ten minutes in the first half of each day or shift at a time to be mutually arranged. The nine minutes rest pause in the second half of each day or shift will be replaced by a nine minutes early finish. The Employer shall provide hot water during such rest pauses for the purpose of making tea or coffee.
- (d) All allowances, such as dust money and fork lift allowance etc, are to be included in the basic rate.
- (e) A well ventilated rest room with suitable equipment shall be provided by the Employer for the use of female Employees.
- (f) 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.
- (g) NOTE: As to welfare facilities for Employees, see Factories, Shops and Industries Act, 1962, and regulations thereunder.
- (h) NOTE: As to first-aid chest, see Factories, Shops and Industries Act, 1962 and regulations thereunder.

23. SHOP STEWARD/DELEGATE NUMBERS

The Employer shall allow two shop stewards/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 stewards represent. The employer will endeavour to make reasonable time available for the delegate to attend training and external union meetings.

24. JURY SERVICE

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

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.

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.



25. FIRST AID

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

26. 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 award 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.

27. TECHNOLOGICAL CHANGE

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 redundancy clause no. 21 will apply.

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:-

(i) The Employer shall pay the Employee at the rate specified for the Employee's ordinary classification in Clause 3, Wages, of this Agreement, for a period equal to the difference between three months and the period of notice given; and

(ii) 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 for the reasons specified in sub-clause (d) of Clause 8, Terms of Engagement, 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.

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 Federated Storemen and Packers Union of Australia, 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.

28. INTRODUCTION OF MULTI-SKILLING AND CROSS TRAINING

The Union, Employees and Company agree on the unrestricted introduction of multi-skilling and cross training of Employees in order to both increase efficiency and hence Company competitiveness and improve job satisfaction through the provisions of better structure occupations.



29. PROVISION OF CASUAL WORKERS

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.

30. COMMUNICATIONS AND CONSULTATION

The Company shall review communication and consultation arrangements with a view to improving communications to all Employees and increasing the involvement of Employees in Company operations.

31. ACCIDENT PAY

See Workers Compensation Act, 1926.

32. UNION MEMBERSHIP

1. Consisted with the provisions of the Workplace Relations Act 1966, the Employer recognises and supports the rights of the employees covered by this agreement to:
 - (a) join the Union, and
 - (b) exercise all rights pertaining to their membership.
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;

33. PARENTAL LEAVE

Refer to Industrial Relations Act.



34. AREA, INCIDENCE AND DURATION

- (a) This Agreement shall apply to Employees in the manufacturing, packaging and warehouse area of Sigma Pharmaceuticals Limited, as previously defined and agreed.
- (b) This Agreement shall operate for a period of 24 months commencing on the 6th of March 2001 and concluding on the 6th of March 2003
- (c) It is agreed that there shall be no industrial action relating to the matters covered by this Agreement and no involvement in either extraneous disputes affecting other companies and industries covered by the National Union of Workers for the duration of the Agreement.
- (d) With the agreement of all parties - negotiations on the next Enterprise Agreement are to commence at least 6 months prior to the expiration of this rolled over agreement. These negotiations will identify and implement any viable and workable changes in work practices,

internal processes and systems, existing agreements and any other site related modes of operation that may result in improved efficiencies and cost structure of the site. Changes and improvements so identified will be quantified and the resultant incremental benefits shared and incorporated into negotiation as part of a new site agreement to be negotiated at the site.

35. 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

National Union of Workers
3-5 Bridge Street
Granville NSW 2142

Employer
Sigma Pharmaceuticals Pty Ltd
7 Maitland Place
Baulkham Hills NSW 2153

Name: ANDREW JOSEPH per F. BEAN

Signed: [Signature]

Date: 29/3/01

Name: DUSKO PEJNOVIC

Signed: [Signature]

Date: 22/03/2001



APPENDIX I

OPERATING RULES – ROSTERED DAY OFF

BAULKHAM HILLS EMPLOYEES PARTY TO THE SITE AGREEMENT

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.

3. Where casuals are employed as an integral part of an operating team, they will be paid as follows:

Casuals work 7 hours 30 minutes per day. Any time worked over and above 7 hours 30 minutes per day is paid at the appropriate overtime rate based on their casual rate. RDO entitlement does not therefore arise.



APPENDIX 2

JOB CLASSIFICATIONS

Table 1: Existing Job Classifications and Rates

DESCRIPTION	WAGE RATE
Trainee (First 12 months)	\$480.77 per week
Packaging Operator	\$490.00 per week
Packaging Leading Hand	\$577.00 per week
Manufacturing Operator	\$558.00 per week
Manufacturing Leading Hand	\$596.00 per week
Warehouse Operator	\$558.00 per week
Warehouse Leading Hand	\$596.00 per week

Table 2: 2001 Agreement Job Classifications and Rates first 12 months - 4% increase from date of commencement of Agreement

DESCRIPTION	WAGE RATE
Trainee (First 12 months)	\$500.00 per week
Packaging Operator	\$509.60 per week
Packaging Leading Hand	\$600.08 per week
Manufacturing Operator	\$580.32 per week
Manufacturing Leading Hand	\$619.84 per week
Warehouse Operator	\$580.32 per week
Warehouse Leading Hand	\$619.84 per week

Table 3: 2001 Agreement Job Classifications second 12 months - 4% increase 12 months from the date of commencement of the Agreement.

DESCRIPTION	WAGE RATE
Trainee (First 12 months)	\$520.00 per week
Packaging Operator	\$529.98 per week
Packaging Leading Hand	\$624.08 per week
Manufacturing Operator	\$603.53 per week
Manufacturing Leading Hand	\$644.63 per week
Warehouse Operator	\$603.53 per week
Warehouse Leading Hand	\$644.63 per week

