

# REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/355

**TITLE: Pfizer Caringbah Enterprise Development Agreement 2005-2007**

I.R.C. NO: IRC5/4781

DATE APPROVED/COMMENCEMENT: 30 September 2005 / 1 August 2005

TERM: 24

NEW AGREEMENT OR  
VARIATION: Replaces EA03/258.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Pfizer Australia Pty Ltd, at the company's manufacturing operations plant situated at Caringbah, production site, who fall within the coverage of the Drug Factories (State) Award, Metal Engineering and Associated Industries (State) Award, Storemen and Packers, Wholesale Drug Stores (State) Award.

**PARTIES:** Pfizer Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch, Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales

# **PFIZER CARINGBAH ENTERPRISE**

## **DEVELOPMENT AGREEMENT: 2005 – 2007**

### **1. INTRODUCTION**

This agreement has been negotiated through a single bargaining unit, comprising the three unions identified in subclause 2.1, Parties to the Agreement, and representatives of teams engaged in the Company's manufacturing operations plant at Caringbah.

This agreement forms part of a process of continuous improvement and ongoing consultation to improve the efficiency, flexibility and effectiveness of work arrangements in order to enhance the competitive position of the Company and enhance the job satisfaction of employees. The commitments and principles contained in this agreement will provide a facilitative framework within which employees can jointly develop arrangements for their mutual benefit.

Furthermore, it is intended that parties to this agreement will cooperate to implement mutually beneficial proposals within this framework.

The proposed increase to wage rates, contained in clause 13, Wage Rates Increases, will be subject to application of the arrangements and principles contained in this agreement. Payment of the proposed increases will be subject to approval by the Industrial Relations Commission of New South Wales (the Commission) that this agreement satisfies The Principles of the State Wage Case.

### **2. FORMAL MATTERS**

#### **2.1 Parties to the Agreement**

This Enterprise Development Agreement (this agreement) was made between Pfizer Australia Pty Limited (the Company), The Australian Workers' Union New South Wales (the AWU); the National Union of Workers, New South Wales Branch (the NUW); and the Shop, Distributive & Allied Employees' Association New South Wales (the SDA).

#### **2.2 Application of Agreement**

This agreement is to be read in conjunction with the following awards:

- (i) Drug Factories (State) Award
- (ii) Metal, Engineering and Associated Industries State Award
- (iii) Storemen and Packers, Wholesale Drug Stores (State) Consolidated Award

The terms of this agreement shall prevail over the terms of these awards to the extent of any inconsistencies.

If during the life of this agreement, any of these awards are reduced or terminated as a consequence of the Federal Governments Industrial Relations Reforms, then the terms of

the award(s) applicable immediately preceding their reduction or termination shall continue to be read in conjunction with this agreement for the life of this agreement.

### **2.3 Scope and Persons Bound**

This agreement applies only to the Company's Manufacturing Operations plant situated at Caringbah, and employees of the Company engaged at this plant under the classifications set out in the relevant awards, set out in Clause 2.2 above.

### **2.4 Period of Operation**

This agreement will take effect 1 August 2005 for a period of 2 years. There will be no further adjustments of wages during this period.

### **2.5 Pfizer Australia Pty Ltd Policies and Procedures**

This agreement will be read in conjunction with relevant Pfizer Australia Pty Ltd Policies and Procedures as varied from time to time. The relevant policies and procedures include, but are not limited to, Termination policy and procedures, Other Leave, Parental Leave and Sick Leave.

## **3. OPERATIONS**

As our business and customer needs change, we may need to change elements of the team structure. However, the fundamental aim remains to provide an environment that fosters involvement and commitment.

### **3.1 KPI's**

Departments will establish agreed Key Performance Indicators (KPIs) including quality, safety and output, to be reviewed and communicated on a monthly basis.

Additional specific goals should be set and agreed at the beginning of each calendar year in line with the business plan.

Departments should have regular meetings to discuss their KPIs, projects and other important issues.

### **3.2 Training, Development and Multi-skilling**

For areas to function efficiently and effectively, a range of skills are needed and individuals may be required to multi-skill across departments, and in the case of new employees joining the organisation, multi-skilling across departments is a condition of employment.

As well as training in functional job skills, we need to provide development of essential interaction and communication skills and problem solving techniques.

Individuals may complete a Personal Development Plan (PDP) every 12 months, identifying agreed development and skill needs. Responsibility for meeting these needs rests jointly with the individual and his/her supervisor.

Training and development are important activities, however there may be circumstances where plans need to be changed or delayed due to pressing business needs.

### **3.3 Two-way Familiarisation**

Establish a program for job familiarisation and understanding throughout the plant. This program will be used as part of our approach to problem solving and will facilitate understanding and communication, building a better relationship between individuals and departments. It will be voluntary and include an optional element of 'hands-on' work. Also it would be subject to the company's responsibility to provide a safe and healthy working environment and the need to ensure product quality.

The duration of any job familiarisation will be limited to a maximum of two working days in any one area and it is understood that familiarisation will not provide full training to enable individuals to achieve competence in the role. A record of participants, including the areas in which they have worked as part of this program, will be maintained. The program is a genuine approach to resolving problems and improving understanding; it is not intended to be used to provide alternative labour.

### **3.4 Operational Arrangements**

**3.4.1** In context of continuous operation no processes will stop for the traditional toilet breaks. Operators needing the toilet facilities can do so as required but the line will continue to run.

**3.4.2** Meal breaks may need to be staggered and co-ordinated by the Department Manager or Lead Operator to allow the process to continue to run.

**3.4.3** Acknowledging that a more significant afternoon shift presence will be needed in the future, and in addition some night shift presence the following method will be used to select employees to transfer to shift work:

- the Company will identify the operational requirements (including the skills and number of people) for the appropriate shift;
- the affected colleagues will make a recommendation as to how to meet the operation requirements;
- whenever practicable the Company will accept the recommendation; and
- the Company will make all reasonable efforts to accommodate the circumstances of individuals who do not wish to transfer to shift work.

Permanent allocation to shift may not be necessary, however it will be at least long enough to enable initial start up and training of new operators hired for the shift.

It is expected that in this scenario day shift positions would first be offered amongst the employees on the afternoon and night shift before recruiting outside the business. Skill requirements would however, be taken into consideration.

**3.4.4** Training programs will need to address department needs and skill shortfalls identified by colleagues in relation to continuous running requirements.

**3.4.5** Parties acknowledge that the current applicable awards provide for operational flexibility; (eg, spread of hours, transfer between departments, etc) and the unions recognise the Company's right to implement changes in accordance with the award conditions. Examples include the following:

- In the event of a need, an operator can be moved within the factory, eg Solids to Liquids, Manufacturing to Packaging, Warehouse to Packaging etc, giving due regard to that person's grading, ability, training and skill level to suit the task.
- In the event of the majority of a department wishing to trial alternative working arrangements and having met the award criteria and gained the Company's acceptance then the Company would firstly seek alternative areas for those not wanting to be part of the trial or secondly direct them with appropriate notice to work under the new trial arrangement.

**3.4.6** In order to keep processes running continuously a handover is required at the start and end of each shift. Employees should therefore be at the site of work in uniform at the start of the shift.

**3.4.7** All wash-up times will be 5 minutes, at the end of each day/shift.

There will be 5-minute overlaps between the Day, Afternoon and Night shifts to provide hand-overs

The Company acknowledges that a number of jobs require the employee to clean thoroughly after the job is completed, either during or at the end of the shift. This right is in addition to the 5 minutes wash up time at the end of each shift and will include jobs such as dust extraction, cooling towers, boiler house, etc or any other job which impacts on GMP requirements. When such additional cleaning is necessary near the end of a shift, the employee will ensure he or she is back at the work area to complete the handover to the incoming shift.

**3.4.8** On the job training of other employees (where capable ... common sense applied) will be accepted as part of normal duties for all employees.

**3.4.9** Production areas will be arranged to include a specialist maintenance tradesperson as part of the team. The role would be designed so that maintenance persons would have responsibility for all ongoing maintenance issues affecting the plant area. This would include:

- Advising the team and its leader of any technical necessities the line may have;
- Setting up/modifying planned maintenance tasks and schedule;
- Carrying out planned maintenance tasks including major overhauls (where appropriate);
- Recording and reporting using planned maintenance system;

- Minor modifications/fine tuning;
- Specialist advice for operators and management staff;
- Training of operators on machine operation and changeover, tooling care and good practice.

Day-to-day reporting would be through the Production Engineer to Production management. There will be a strong technical link to Maintenance management and support staff, and to Engineering for technical help, design issues and major problems.

In terms of the requirement to do Production work, the intention is that, as now, operators carry out all changeover and operational work: exceptions are complex machinery, where mechanical expertise is required for changeovers. Production work may be required to complete packaging, etc in emergency situations for short periods of time; not on repeated frequent occasions.

Training will be provided in all areas to provide Maintenance employees with the necessary skills and competencies to discharge duties, referred to in this section.

#### **4. CUSTOMER SERVICE/COG'S REDUCTION**

##### **4.1 Introduction**

Maintaining competitiveness as a strategic supplier within Pfizer is essential as Pfizer Global Manufacturing continues the move towards global sourcing. The ability to change quickly to suit internal and external customer requirements and concurrently maintain a competitive cost of goods structure is extremely important.

##### **4.2 Customer Service**

Customer Service KPIs will be established reviewed and communicated regularly within each team. KPIs are designed to be a measure of operational performance and are not to be used as a means of penalising individuals.

Colleagues should respond to, and support changing customer requirements (both internal and external) in a manner that reflects the requirements of the customer. Examples are the commitment to meeting the needs of month end production/delivery requirements or tender/export supply contracts.

Commitment to improve customer service will be achieved through:

- better planning, organising and communication both within teams and between teams and departments (eg purchasing/warehouse, planning/production); and
- Better understanding of business processes eg warehouse knowledge of production system and marketing requirements.

### **4.3 Cost of Goods**

Commitment to involvement in continuous improvement groups, projects (eg raw material changes, packaging changes) focused on savings. Cost improvements will be measured and recorded as a team KPI.

Commitment to participate in and support projects and activities that can significantly improve cost of goods (eg modernised plant)

Commitment to reducing reworks by eliminating errors and increasing “right first time” through training and awareness of processes and responsibility for actions. This would form part of a company wide program.

## **5. FLEXIBLE WORKING ARRANGMENTS**

**5.1** Employees may be utilised in both Production and Warehouse functions, subject to this clause, in the following circumstances:

- to meet work demands which are beyond the capacity of the employees in the area concerned in the time available;
- unforeseen absences of employees which may need to be covered; and
- unique or emergency circumstances.

**5.2** The Warehouse Manager and the relevant Production Manager, or their nominee, will consult and agree with the union (NUW and SDA) delegates prior to movement of employees under the provisions of this arrangement. Common sense will be applied in terms of the operational needs of the business.

Employees engaged by the Company before November 1994, will have the option to accept or decline an offer to work under the terms of these Flexible Working Arrangements. Employees engaged from November 1994, would be utilised.

**5.3** Employees agree to undertake the necessary training to enable them to perform the broader job functions provided by this arrangement.

## **6. WAREHOUSE/PRODUCTION ISSUES**

**6.1** Selected Warehouse operators (packaging and finished goods) will be required to liaise strongly with Production operators and their team requirements. Thus, these Warehouse operators will, by virtue of this, be part of the operations team although they may well spend much of their time performing other warehouse tasks. They will not be expected to spend time on either the feed end or the packaging end of the Production line as Production operators. The exception to this last point would be "flexible operators". This exception is addressed as a separate point [see point 5.1)

**6.2** Picking of components for a batch which (currently) requires specific Warehouse machinery, eg double deep fork shall be performed by Warehouse operators, including flexible operators if competent. Components will be therefore taken by these Warehouse operators to a point in the production process such that no double handling shall occur.

- 6.3** The final packaged product from the Packaging Floor will be taken by a production operator to the entry point of the Finished Goods Warehouse, ie the receiving racks for the turret truck. Whilst it is envisaged that the most likely form of transport for this task is a BT it will also be acceptable for a Production operator to use a forklift truck for this task.
- 6.4** The receiving of bulk packaging, etc in the new factory layout may take place at a new rear loading/unloading dock. The Warehouse operators would perform this task and place the materials on the second floor by forklift truck.
- 6.5** In the event of production which is to be immediately containerised the Production operator who has picked up the pallet at the end of the line, may place it directly in the container rather than the Warehouse entry racks. Appropriate lifting equipment (including a fork lift truck) may be used for this task. Loading of containers for New Zealand will remain the responsibility of Warehouse operators.

## **7. ALTERNATIVE HOURS OF WORK**

Our business will inevitably undergo changes during the term of this Agreement. Global rationalisation and harmonisation presents opportunities and challenges for manufacturing. In order to remain open in the medium to longer term we must obtain substantial additional volume to cover the additional overhead costs resulting from the Plant Modernisation Program. To do this we must compete with other Pfizer affiliates to retain existing volume and win new customers by securing new products through competitive COGs and customer service: that is, demand or price considerations may lead to loss of sales and production of some of our existing products.

It is likely that some lines, areas or departments may need to consider alternative working hours to match our production capacity to the market demand. As our operations continue to develop there is a need to provide a framework of basic principles applying to hours of work. This framework would enable teams to develop appropriate arrangements to benefit themselves and the business.

It is understood that changes to working hours have great significance to individuals and their family/social lives. Any changes will be made only after full consultation and agreement with the team or department and every effort made to accommodate individual preferences.

Any proposal for 12-hour shifts would require consultation and agreement in writing with affected employees and the appropriate union(s). The parties would be guided by the occupational health and safety provisions of the "ACTU Code of Conduct on Twelve-Hour Shift Work".

### **7.1 Span of Hours**

Day work from 6:00am to 6:00pm, Monday to Friday  
Afternoon shift finishes after 6:00pm but not later than midnight  
Night shift finishes after midnight but not later than 8:00am.

If the majority of employees in a section or team agree to a work cycle involving more than eight ordinary hours on any day an employee who cannot work as such, because of personal circumstances, will not be compelled to do so. The team would make reasonable efforts to accommodate the employee; however, if a reasonable solution is not possible that employee may be transferred to another section or team.



Different arrangements may apply to various sections or teams to meet the needs of the section or team and the needs of the business. A full range of options will be considered.

## **8. GRIEVANCE SETTLEMENT PROCEDURE**

**8.1** Continuing good employee relations is recognised by the parties as integral to joint prosperity and therefore the mechanism to minimise conflict is essential. The aim of this procedure is to ensure that, wherever possible, grievances are resolved promptly and in an atmosphere of mutual trust and co-operation.

**8.2** Depending on the nature or complexity of the issue involved, the parties agree that the following graduated procedure, if carefully followed, is the most desirable and effective way of resolving grievances:

- Discussions between the employee(s) concerned and the immediate supervisor and the relevant union delegate when requested.
- Discussions involving the employee(s), the union delegate and more senior management.
- Discussions involving the relevant union official and appropriate senior management.

Referral to the Industrial Relations Commission of New South Wales for conciliation and / or arbitration.. Opportunities within these stages will exist for either of the parties to request, without prejudice, acceleration of the procedure.

**8.3** There will be a commitment by the parties to achieve adherence to the procedures. This will be facilitated by the earliest possible advice by one party to the other of any issue or problems that may give rise to a grievance or dispute.

**8.4** Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

**8.5** Reasonable time limits will be placed on the completion of discussions throughout the procedure.

**8.6** During the steps outlined in subclause 8.2 all work will proceed normally and the consideration of the enterprise will remain a priority.

**8.7** The termination of an employee by the Company shall not be harsh, unjust or unreasonable.

**8.8** If during the life of the agreement the IRC of NSW ceases to exist or no longer has jurisdiction to deal with the Agreement, then matters under this grievance settlement procedure may be referred to the AIRC for conciliation and / or arbitration by any party to this agreement.

## **9. CONTINUOUS IMPROVEMENT**

It is agreed that all issues of on-going continuous improvement, other than those which involve major technological advancement which may justify immediate consideration, are covered by this agreement. Additional skill issues considered to be of significance should be addressed by the grading system.

## **10. REDUNDANCY**

If an employee's job ceases to exist the company will make every attempt to make alternative employment available for which the person is reasonably suited by education, training or experience.

One month's notice or one month's pay in lieu of notice (5 weeks if over 45 years of age).

**10.3** Four months pay for the first year of completed service or part thereof, and one month's pay for each year or part year of service with the Company thereafter (5 weeks if over 45 years of age)

**10.4** Pro-rata long service leave on the basis of years and months worked, if completed years of service is less than the minimum period stipulated under the relevant Act. All other long service leave payments will be provided in accordance with the relevant Act.

**10.5** Payment of accrued annual leave in accordance with the relevant Act.

**10.6** Payment of annual leave loading paid on accrued leave.

**10.7** Superannuation as per Trust Deed.

**10.8** Selection Guidelines: Primarily based on the need to retain required knowledge, skills and experience within the business, with due regard for the length of service of the employees involved. Voluntary retrenchments may be invited by the company from employees working in the same or related areas, but will only be accepted if equivalent skill/knowledge retention is assured.

**10.9** An employee whose position is made redundant will be provided with a relevant outplacement program. Details of outplacement programs are available from the Human Resources Department.

## **11. TRANSMISSION OF BUSINESS PROVISIONS**

The provisions of clause 10 Redundancy are not applicable where the business, or part of the business, is before or after the date of this agreement, transmitted from the company (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee"), in any of the following circumstances:

Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

## **12. ENTERPRISE DEVELOPMENT PROCESS**

The parties have committed to an approach to develop the enterprise to the mutual benefit of all stakeholders, as part of a culture of continuous improvement, based on the following principles:

- Integrate the enterprise development agreement with the overall strategic direction of the organisation
- Provide flexibility to respond to changes in the environment to meet the requirements of customers
- Focus on the areas for longer term development of the enterprise and the people
- Move towards an environment of shared objectives and shared rewards
- Replace detailed prescriptive terms and conditions of employment to statements of principle and intent
- Investment in employees' understanding and development so they can contribute to and support an agreement which is appropriate to the business.

The details of the process will evolve during the term of this agreement

## **13. WAGE RATES INCREASES**

Wages rates are contained at Appendix B of this Agreement.

Wage rates paid by way of the Pfizer Caringbah Enterprise Development Agreement: 2005 – 2007 will be increased by 4.5 percent, effective from 1 August, 2005 and a by a further 4.0 percent, effective 3 August, 2006.

## **14. SUPERANNUATION**

Superannuation contributions will be paid into the Pfizer Australia Superannuation Plan or, if the employee chooses, a Superannuation fund as nominated by the employee subject to that nominated fund being a compliant fund in accordance with the relevant legislation covering Superannuation.

## **SIGNATORIES**

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Ron Wilson

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David Pearce

**Signed for and on behalf of Pfizer Australia Pty Limited**

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Gerard Dwyer

**Signed for and on behalf of Shop, Distributive and Allied Employees' Association  
New South Wales**

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Russ Collison

**Signed for and on behalf of the Australian Workers' Union New South Wales**

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Derrick Belan

**Signed for and on behalf of the National Union of Workers, New South Wales  
Branch**

## **APPENDIX A**

### **Maintenance Trades Annualised Wages Agreement**

During the life of this agreement the parties may review and update this appendix to ensure it remains relevant and / or remove elements that are no longer applicable.

#### **MAINTENANCE TRADES ANNUALISED WAGES AGREEMENT**

Version 2. 27/2/96

##### **Key Principles**

- Simple, easy to understand system that is mutually beneficial.
- Three level structure: **Entry, Proficient, Specialist.**
- Separate rates for mechanical and technical stream.
- Criteria for Entry level to be determined.
- Specialist level also to be determined. To reach specialist level will require a genuine specialist (i.e. high level) of skills, and probably not be attainable by all team members.

Rates encompass combination of the following components:

- Base rate, work related allowances currently paid, training, overtime component.
- Includes all special allowances, e.g. confined space, dust, dirt.
- Only additional allowances are leader allowance, first aid and leave loading.
- Agreement that all tradespersons will train non trades and other tradespeople as required.
- Superannuation, holidays paid on the total annualised rate.

- Agreed commitment to continuous improvement and upskilling through training to meet business requirements.
- Agreed commitment to flexible work practices, such as minor tasks incidental to job at hand eg picking up emergency parts and cleaning up at completion of work, assisting operators to complete packaging etc in emergency situations for short periods of time, not on repeated frequent occasions. This clause does not attempt to deskill tradespeople; it is only intended to ensure true flexibility where and when it is appropriate.
- Incorporates an agreed formula for annual wage increases.
- Future percentage wage increases applied to the total annualised rate.
- Trial period to run for first three months, at which time system to be reviewed to ensure mutual satisfaction. At this review, a further three month trial may be required.
- System would be implemented on a voluntary basis, assuming that a minimum of around 80% of each trade group was willing to participate.

### **Base Rate Calculation**

- Criteria and rate for Entry and Specialist levels to be determined in future discussions, with agreement to be reached before three month trial period expires. Basis for these rates will utilise existing grade relativities. Specialist level will require genuine specialist skills to attain.
- Proficient rate based on current Level 3 (Mechanical Stream) Level 4 (Technical Stream).
- Team Leader and First Aid allowances are added to the base rate as applicable.
- Method of calculation is to add the highest total amount of allowances currently paid + 30% of training allowance + existing weekly base rate.

For Mechanical Stream (36 hour week) = \$7 + \$24.20 + \$628.80  
= \$660

For Mechanical Stream (38 hour week) = \$660 + 5.6%  
= \$697

For Technical Stream (36 hour week) = \$7 + \$36.30 + \$670.70  
= \$714

For Technical Stream (38 hour week) = \$714 + 5.6%  
= \$754

## **Special Allowances**

- A one-off gross payment of \$500, calculated from the highest expected special allowances payment (dust, dirt,) that would otherwise accrue until total phase out of boiler house and existing dry manufacturing areas. Other allowances ie confined space and any other miscellaneous allowances would also be covered under this provision. This payment would be made available to all persons in mechanical and technical streams.

## **Annualised Rate**

- Annual rate would consist of previously proposed weekly rate, overtime allowance, and leader allowance where applicable.
- Overtime allowance would be paid as an allowance for an annual amount of overtime hours that individuals are expected to work if required. Within limits defined below, an individual's right to refuse to work overtime if required would no longer exist. Note that any system such as this requires "fair play" and common sense.
- If less overtime hours were worked per annum than agreed allowance, then agreed annual salary is paid, i.e. no penalty for working less overtime hours than allowed for.
- If more overtime hours worked, then salary is "topped" up to the amount that would be paid under existing overtime payment arrangements.
- Method of calculating hours worked would be to convert all overtime hours worked back to "single time equivalents", i.e. eight hours worked on Saturday equals 15 hours single time equivalent, eight hours Sunday equals 16, etc. As worked, these hours would then be subtracted from the annual overtime "bank".
- There would be an annual "bank" of 400 hours single time equivalent allowed for. This figure would equate to an allowance of about 4-6 actual hours of overtime available to be worked on average per week.
- The annual "bank" of 400 hours would be split into quarterly 100 hour blocks. This would mean that at the end of each quarter, hours worked would be totalised and if more than 100 hours worked, extra overtime due would be paid as a lump sum. If less than 100 hours were worked, the remainder would be added to the year's remaining bank. Totals would be "zeroed" annually.
- Agreement includes limits on total hours that individuals can be required to work per shift/week, etc, to protect against excessive demands on individuals.

- Individuals cannot be required to work more than:
  - No more than 6 hours overtime (single time equivalent) per normal working day unless by mutual agreement. (IE cannot be compelled to work more than 3.5 hours additional to a normal shift).
  - No more than two weekend days (Saturday or Sunday or public holiday) in every 4 weeks and not more than 10 hours (single time equivalent) on that day unless by mutual agreement.
  - Not more than 2 blocks of overtime per week unless by mutual agreement.
  - Not more than 10 hours overtime (single time equivalent) to be worked per week unless by mutual agreement. (IE cannot be required to work more than 6 actual hours per week).
  - "Overtime" is defined by extra time worked outside of the current agreement (i.e. greater than 8 ordinary hours between hours 6 am. - 6 p.m.).
- An individual could refuse to work overtime within the limits of the hours above only in exceptional circumstances, such as a pressing domestic need. These circumstances would be determined on an individual case basis in consultation with the appropriate supervisor and/or manager if required. Regular, recurring events (eg social events) would not fall into this category.
- Within this system, there is a clear expectation that overtime would be shared equally among members of the maintenance group. i.e. one person would not be permitted to work up excessive overtime hours if others have not worked their share. The maintenance group would themselves determine overtime rosters with the prime objective being that if a job needs to be done, labour is available. A monitoring committee consisting of three tradespeople will oversee overtime distribution to ensure fair and equitable distribution.

**MECHANICAL**

Mechanical weekly rate	\$660.00	(PD PROFICIENT = 628.80+24.20+7)
Mechanical hourly rate	\$17.37	(equals weekly rate/38 hours)
Overtime allowance	400	hours times hourly rate
Tech annual rate 36 hours hourly rate)	\$41,267.37	(weekly rate times 52 plus 400x
Tech annual rate 38hours	\$43,578.34	(annual rate plus 5.6%)

Team leader (mechanical)	\$785.10	(mech rate plus leader allowance)
Team leader hourly rate	\$20.66	(equals weekly rate / 38 hours)
Annual team leader (mechanical) hourly rate)	\$49,089.41	(weekly rate times 52 plus 400x hourly rate)
Annual team leader (mech) 38hr	\$51,838.42	(annual rate plus 5.6%)

### **ANNUAL RATES CALCULATION TECHNICAL**

Technical weekly rate	\$714.00	(PD PROFICIENT = 670.70+36.30+7)
Technical hourly rate	\$18.79	(equals weekly rate/38 hours)
Overtime allowance	400	hours times hourly rate
Annual rate 36 hours hourly rate)	\$44,643.79	(weekly rate times 52 plus 400x hourly rate)
Tech annual rate 38 hours	\$47,143.84	(annual rate plus 5.6%)
Lead hand (technical)	\$761.00	(tech rate plus lead hand allowance)
Lead hand hourly rate	\$20.03	(equals weekly rate/38 hours)
Annual lead hand (technical) hourly rate)	\$47,582.53	(weekly rate times 52 plus 400x hourly rate)
Annual lead hand (tech) 38hr	\$50,247.15	(annual rate plus 5.6%)

### **First Aid Allowance**

- Paid as per current agreements.

### **Team Leader Allowance**

- A leader allowance is paid where applicable. This allowance would be added to the appropriate base rate to derive the team leader base rate.
- Amount to be paid will be the existing lead hand or section leader allowance.

### **Leave Loading**

- Additional allowance of 25% of the annualised base rate for annual leave taken.



### **Long Service Leave**

- During long service leave, pro- rata overtime hours are subtracted from the annual bank as if they had actually been worked. i.e. For three months long service leave, 100 hours are subtracted from the overtime bank.

### **Additional Overtime Rate**

- Will be paid as per existing penalty arrangements (T1/2, DT etc, when hours worked in excess of the agreed 400 hours allowance.
- Amount paid is equivalent to the hourly rate ( i.e. weekly base rate/38) times penalty rate applicable.

### **Callins**

- Paid as per current allowance i.e. 4 hours double time minimum. This equates to a subtraction of 8 hours from the overtime bank.

### **Annual Salary Review**

- Salary rates will be reviewed annually according to an agreed formula. This formula will be determined by discussion and finalised prior to the expiration of the three month trial period. The intention is that an increase will be paid on 1st July 1996. This increase will be paid according to the agreed formula

### **Timing**

- Begin trial period 1st March or first pay week after.
- Review period / make any necessary changes 1st June.
- Incorporate salary package with annual increase from 1st July.
- Further 3 month trial if required from 1st June to 1st September.

## **APPENDIX B**

### **WAGES RATES**

The following rates of pay apply from 1 August 2005 and incorporate the 4.5% wage increase as per clause 13 of this agreement. The rates will be further increased by 4% effective from the first full pay period on or after 3 August 2006. That schedule also appears below.

**PRODUCTION OPERATIONS WAGES**

Effective 1 August 2005

**36 HOUR WEEK / 9 DAY FORTNIGHT**

Classification Title	Relativity To Entry Level	Leader Margin	Rate Code	Wage Rate	
				\$pa	\$pw
	%				
Entry Level	100.00		0500	37,632	723.70
Entry Level casual			0495	44,218	
Level 1 casual			0496	45,324	
Level 2 casual			0497	46,650	
		Line Leader	0505	41,475	797.60
Level 3	112.50		0506	42,338	814.20
			0498	49,748	
		Line Leader	0507	44,112	848.30
Level 4		Line Leader	0509	46,930	902.50

**PRODUCTION OPERATIONS WAGES****38 HOUR WEEK / 19 DAY MONTH**

Classification Title	Relativity To Entry Level	Leader Margin	Rate Code	Wage Rate	
				\$pa	\$pw
	%				
Entry Level	100.00		0600	39,740	764.24
Level 1	102.50		0602	40,732	783.30
		Line Leader	0601	40,732	783.30
Level 2	105.50		0604	41,928	806.30
		Line Leader	0603	41,928	806.30
		Lead Operator	0605	41,928	806.30
Level 3	112.50		0606	44,710	859.80
		Line Leader	0607	44,710	859.80
		Lead Operator	0609	44,710	859.80
		Section Leader	0610	44,710	859.80
Level 4	120.00		0608	47,689	917.10
		Line Leader	0611	47,689	917.10
		Lead Operator	0612	47,689	917.10
		Section Leader	0613	47,689	917.10

**STOREWORKERS' WAGES**

Effective 1 August 2005

**36 HOUR WEEK / 9 DAY FORTNIGHT**

Classification Title	Relativity To Entry Level	Leader Margin	Rate Code	Wage Rate	
				\$pa	\$pw
	%				
Entry Level	100.00		0550	37,632	723.70
casual			0545	44,218	
Level 1	102.50		0552	38,574	741.80
casual			0546	45,324	
Level 2	105.50		0554	39,702	763.50
casual			0547	46,650	
Level 3	112.50		0558	42,338	814.20
casual			0549	49,748	
		Lead Hand	0559	45,937	883.40
<u>Leader Margins</u>	<u>\$pw</u>				
Lead Hand	69.20				
Section Leader	183.90				

**38 HOUR WEEK / 19 DAY MONTH**

Classification Title	Relativity To Entry Level	Leader Margin	Rate Code	Wage Rate	
				\$pa	\$pw
	%				
Entry Level	100.00		0650	39,740	764.24
Level 1	102.50		0652	40,732	783.30
Level 2	105.50		0654	41,928	806.30
Level 3	112.50		0658	44,710	859.80
		Lead Hand	0660	44,710	859.80
		Section Leader	0659	44,710	859.80

**Maintenance Trades Annualised Wages**

Effective 1 August 2005

These rates include the "400 hours overtime component" as detailed in Appendix A to this agreement.

**38 HOUR WEEK / 19 DAY MONTH**

	Relativity to Entry Level	Per annum	Per week
	%		
Maintenance Tradesperson Entry Level, Mechanical	100	\$59519.20	\$1144.60

Maintenance Tradesperson Site Proficient, Mechanical	112.5	\$66960.40	\$1287.70
Maintenance Tradesperson Entry Level, Electrical	100	\$64381.20	\$1238.10
Maintenance Tradesperson Site Proficient, Electrical	112.5	\$72394.40	\$1392.20

### STOREWORKERS' WAGES

Effective 3 August 2006

#### 36 HOUR WEEK/9 DAY FORTNIGHT

Classification Title	Relativity To Entry Level %	Leader Margin	Rate Code	Wage Rate		
				\$pa	\$pw	\$ph
Entry Level	100.00		0550	39,138	752.65	19.8066
casual			0545	45,987		23.2727
Level 1	102.50		0552	40,118	771.50	20.3026
casual			0546	47,139		23.8556
Level 2	105.50		0554	41,288	794.00	20.8947
casual			0547	48,513		24.5513
Level 3	112.50		0558	44,028	846.70	22.2816
casual			0549	51,733		26.1809
		Lead Hand	0559	47,627	915.90	24.1026
<u>Leader Margins</u>	<u>\$pw</u>					
Lead Hand	69.20					
Section Leader	183.90					

#### 38 HOUR WEEK/19 DAY MONTH

Classification Title	Relativity To Entry Level %	Leader Margin	Rate Code	Wage Rate		
				\$pw	\$ph	
Entry Level	100.00		0650	41,330	794.81	20.9161
Level 1	102.50		0652	42,364	814.70	21.4395
Level 2	105.50		0654	43,602	838.50	22.0658
Level 3	112.50		0658	46,498	894.20	23.5316
		Lead Hand	0660	46,498	894.20	23.5316
		Section Leader	0659	46,498	894.20	23.5316

#### Maintenance Trades Annualised Wages

Effective 3 August 2006

These rates include the "400 hours overtime component" as detailed in Appendix A to this agreement.

**38 HOUR WEEK/19 DAY MONTH**

	Relativity to Entry Level %	Per annum	Per week
Maintenance Tradesperson Entry Level, Mechanical	100	\$61900.00	\$1190.40
Maintenance Tradesperson Site Proficient, Mechanical	112.5	\$69638.80	\$1339.20
Maintenance Tradesperson Entry Level, Electrical	100	\$66956.40	\$1287.60
Maintenance Tradesperson Site Proficient, Electrical	112.5	\$75290.20	\$1447.90