

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

Sigma Pharmaceuticals Pty Ltd

And

National Union of Workers

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2005/3344)

SIGMA (VICTORIA) CERTIFIED AGREEMENT 2004

Pharmaceutical industry

COMMISSIONER WHELAN

MELBOURNE, 14 APRIL 2005

PREAMBLE

This application was heard by the Commission in Melbourne on 11 April 2005. The application was lodged out of time, however, pursuant to section 111(1)(r) of the Workplace Relations Act 1996 I have extended the time of lodgement to allow the agreement to be certified on the day. On the basis of the statutory declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and Rules have been met.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 11 April 2005 and shall remain in force until 30 September 2007.

BY THE COMMISSION:

COMMISSIONER

Appearances:

V. Careedy for Sigma Pharmaceuticals Pty Ltd.

S. Allison for the National Union of Workers.

H. Svendsen for Australian Municipal, Administrative, Clerical and Services Union.

Hearing details:

2005.
Melbourne:
April 11.

Printed by authority of the Commonwealth Government Printer
<Price code 79>

SIGMA

SIGMA (VICTORIA) CERTIFIED AGREEMENT 2004

CERTIFIED AGREEMENT

BETWEEN

THE SIGMA GROUP
(SIGMA COMPANY LIMITED
& SIGMA PHARMACEUTICALS PTY LTD)

AND

THE NATIONAL UNION OF WORKERS, AND

THE AUSTRALIAN SERVICES UNION

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

This agreement shall be known as the Sigma (Victoria) Certified Agreement 2004.

1.2 ARRANGEMENT

This agreement is arranged as follows:

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1.3 OPERATION OF THE AGREEMENT

1.3.1 Period of Operation

This agreement shall come into operation on 1 October 2004 and shall remain in operation until 30 September 2007.

1.3.2 Nature of the agreement

This agreement operates to the exclusion of the Manufacturing Chemists (Sigma Company Limited) Award 1999. It also supersedes the Sigma Pharmaceutical's Enterprise Agreement 1995, Sigma Company Limited Victorian Wholesaling Operations Enterprise Agreement 1995, Sigma Company Limited Victorian Agreement 1997, Sigma Company Limited Victorian Agreement 1999, Sigma Company Limited Victorian Agreement 2001-2004 and any previous enterprise agreements. While this agreement is in force no other federal or state awards or agreements shall apply.

1.4 COVERAGE OF AGREEMENT

1.4.1 The operations covered by this agreement are the manufacturing and wholesaling of pharmaceutical and cosmetic products and all functions incidental thereto.

1.4.2 This agreement shall apply to employees who are wholly or principally engaged in any or all of the following activities:

- (a) Pharmaceutical and/or pharmaceutical products manufacturing and/or preparation.
- (b) Drug and/or drug products manufacturing and/or preparation.
- (c) Cosmetic and/or cosmetic manufacturing and/or preparation.
- (d) Manufacture and/or preparation of toiletries (excluding paper products).
- (e) Manufacture and/or preparation of vermin, insect or fungi destroyers.
- (f) Manufacture and/or preparation of fine grade reagent chemicals for laboratory use.
- (g) Sorting, packing despatching, distributing or transporting any item in connection with any of the foregoing.
- (h) All descriptions set out in this clause wherever expressed may be read either alternatively or collectively in any combination whatsoever.
- (i) Without limiting the generality of the foregoing, this agreement shall apply to the following callings:

Employees in drug warehouses and/or drug factories engaged in or in connection with the making, preparing, handling, putting up, reception, sales or delivery of drugs, galenicals, pharmaceutical goods, and medicinal or household chemicals, and all employees engaged in or in connection with the making, preparing, handling, putting up, reception, sales or delivery of cosmetics, perfumes, and toilet preparations.

1.4.3 Agreement only to apply in Victoria

This agreement applies specifically to Victorian conditions; it shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

1.5 PARTIES BOUND

This agreement shall be binding on:

1.5.1 Sigma (Sigma Company Limited and Sigma Pharmaceuticals Pty Ltd) in respect of all their employees at 1408 Centre Road, Clayton 3168, 432 Mount Dandenong Road, Croydon 3156, 40 Research Drive South Croydon 3166, 94 -126 Merrindale Drive, South Croydon 3166, 158 Fitzgerald Road, Laverton 3028 and 24 - 26 Watson Street Shepparton 3630.

1.5.2 Australian Municipal, Administrative, Clerical and Services Union (ASU) and the National Union of Workers (NUW).

1.5.3 All award covered employees whether members of the Australian Municipal, Administrative, Clerical and Services Union (ASU) and the National Union of Workers (NUW) or not, whose employment is, at any time when the agreement is in operation, subject to the agreement.

1.6 APPLICATION

1.6.1 This agreement applies in respect of the employment of all employees of Sigma who are or are eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union (ASU) and the National Union of Workers (NUW).

1.6.2 Professional Scientists

This agreement shall not apply to any employee engaged by the company in the capacity of a professional scientist or who falls within the classifications of professional scientists in the Manufacturing Chemists (Sigma Company Limited) Award 1999 or the Scientific Services Professional Scientists Award 1998.

1.7 RELATIONSHIP WITH OTHER AGREEMENTS

1.7.1 The employer will not employ persons covered by this agreement under the terms of an Australian workplace agreement or any other form of individual contract.

1.7.2 In the event that Sigma acquires a new business during the life of this agreement where Australian workplace agreements or pre existing certified agreements are in operation then the parties agree that these instruments will run their full term. However, within three months before the expiry of these agreements the parties will agree to meet and hold discussions. The aim of these discussions will be to try and reach agreement about the terms and conditions of employees at the newly acquired site.

1.8 ANTI-DISCRIMINATION

1.8.1 It is the intention of the respondents to this agreement to achieve the principal object 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.

1.8.2 Accordingly, in fulfilling their obligations under clause 3.1, disputes settlement procedures, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

1.8.3 Nothing in this clause is to be taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

(b) 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;

1.8.4 Procedure for resolution of discrimination complaints

Without excluding an employee's right to seek recourse elsewhere, where the parties agree, Sigma will set up a conciliation/mediation with a view to resolving the dispute by this method.

1.9 NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this agreement:

* The parties will not pursue any extra wage claims, whether award or overaward;

* The parties will not seek any changes to conditions of employment, other than in accordance with this agreement;

* The agreement will cover all matters or claims regarding the employment of the employees,

which could otherwise be the subject of protected actions pursuant to s170ML of the Workplace Relations Act 1996; and Neither the employees, nor any party to this agreement, will engage in protected action pursuant to s170ML of the Workplace Relations Act 1996, in relation to the performance of any work covered by the agreement.

1.10 AGREEMENT MAYBE VARIED

1.10.1 Provided all parties to this agreement approve, it may be amended and / or replaced by another agreement prior to the agreement running its full term.

1.10.2 All variations will be in accordance with section 170MD of the Workplace Relations Act 1996.

1.11 SAVINGS PROVISIONS

1.11.1 No employee shall, as a result of the making of this agreement, suffer any loss of existing wages or other conditions to which they were entitled prior to the date of the coming into operation of this agreement.

1.11.2 This agreement supersedes all previous certified agreements made between the company and any of the unions in clause 1.5.

PART 2 - AGREEMENT OBJECTIVES

2.1 BACKGROUND

2.1.1 The parties have co-operated in establishing a sound industrial relationship, which has already produced benefits to the company's operations. This agreement recognises that benefits under previous agreements have been paid for by the company and are incorporated into this document accordingly.

2.1.2 In general terms, this co-operation has achieved -

(a) The establishment of this agreement for the company which amalgamates the agreements outlined in clause 2.1.2 into one, and the consequential efficiencies of staff arrangements and practices;

(b) Participation in the establishment of a project to ensure an adequate skills base for the future viability of the company.

2.1.3 These matters combined to produce a program of reform for the company to ensure that it would continue to operate profitably.

2.1.4 The reform program is ongoing, however the basis of continuing participative and co-operative relationship has been established and demonstrated by the implementation of a number of matters referred to above.

2.1.5 This framework seeks to build on the basis already established in the process outlined above. This framework will provide the mechanisms for further improvements in productivity and efficiency in the workplace.

2.2 OBJECTIVES OF THE AGREEMENT

The parties agree that this agreement will improve productivity and efficiency.

2.2.1 The company and the unions recognise that their commitment represents an opportunity to make the company an internationally competitive manufacturer and wholesaler of Pharmaceutical's and health care products, and to create a viable, productive and enduring company offering secure employment and worthwhile careers for employees.

2.2.2 The objectives are:

(a) To improve the efficiency and productivity of the company's enterprises by ensuring that management and labour practices are more closely attuned to the current and future needs and objectives of the enterprise.

(b) To facilitate a climate which provides support for individuals to enhance their existing skills through training and multi skilling, and develop a broader range of skills thereby

providing prospects for higher rewards.

(c) To create a quality environment which is conducive to flexible work organisation well placed to meet changing markets and manufacturing technology.

(d) To ensure that Sigma has competitive wholesaling and manufacturing enterprises which provide a consistently high quality of service to its customers which meet market requirements at all times.

(e) To develop a stable and safe working environment within which all employees are committed to participating in an on going process of change.

(f) To ensure that communication through the organisation is a two way process (top down: bottom up).

2.2.3 The essential elements for future changes will rest on the following basis:

(a) Achieving a uniform company culture based on equity employee involvement and a full consultative approach.

(b) Further examination of the Award structures to provide consistency.

(c) Creating an integrated structure to ensure that the skills base of the company improves and develops with the needs of the industry.

(d) The development of employees' understanding of the connection between job security and productivity and the long-term goals of the company, so that a productivity consciousness and common vision of purpose is achieved.

(e) The integration of all aspects of the warehousing systems.

(f) The willingness of employees to accept flexibility of jobs subject to individual skills or abilities to perform particular tasks.

2.2.4 The parties will pursue these objectives by:

(a) Negotiating more productive work practices.

(b) Examining waste reduction.

(c) Negotiation problem solving mechanisms and implementing agreed corrective measures.

(d) Maintaining and developing a process of continuous improvement methods.

(e) The development and implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational needs of the enterprise.

(f) Constantly seeking improvements in safety, methods of production, work organisation quality and any other areas which will enhance the effectiveness of the company's operations.

(g) more effectively developing the operation of the single bargaining unit within each business unit of the company.

(h) the removal of demarcation constraints.

2.2.5 Co-operation

The parties will jointly review and examine disputes, procedure, work practices, performance indicators, the consistency of structures and training mechanisms available in order to provide agreed training to all employees.

Sigma expects that in return for the increased benefits to employees contained in this agreement, the unions will display a constructive attitude in representing employees and will negotiate agreements that are fair to employees and of genuine benefit to the company.

2.3 RENEGOTIATION OF AGREEMENT

2.3.1 Re-negotiation

The parties agree to commence negotiations for a new collective arrangement to succeed this agreement at least 3 months before the nominal expiry date of this agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

2.3.2 Collective negotiations

The negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject for approval to a vote of the employees collectively.

2.3.3 Maintenance of status quo

Should negotiations for a new collective agreement not be finalised prior to the normal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties. For this purpose the employer agrees, at the request of the union to the extension of the nominal expiry date of the agreement for a further period of up to 6 months, subject to the Workplace Relations Act. This extension agreement will be made in writing and submitted for approval to the Australian Industrial Relations Commission

PART 3 - CONSULTATION AND DISPUTE RESOLUTION

3.1 DISPUTES SETTLEMENT PROCEDURES

3.1.1 All parties respondent to this agreement will continue to cooperate with each other, according to existing practice in order to ensure the efficient operation of the business.

3.1.2 Where the employer or a union/s are faced with a dispute (or a situation likely to lead to a dispute) they shall without prejudice to any of their rights or obligations, immediately advise the other party/s who shall confer on the issue/s in dispute.

3.1.3 Disputes shall be dealt with in the following manner:

(a) Discussions shall firstly be between the employee and the nominated employer representatives.

(b) If the matter remains unresolved discussions shall be between a union official or the employee's nominated representatives and the nominated employer representative.

(c) If the matter remains unresolved discussions shall be between the state secretary of the union/s or the employee's nominated representative and the nominated employer representative.

(d) Provided that nothing set out in subclause 3.1.3 hereof shall deny the delegate/s right to involve the union/s at the earliest possible time.

(e) Should all of the foregoing fail to resolve the dispute any party may refer the matter to the Australian Industrial Relations Commission for conciliation and if necessary, arbitration.

3.1.4 Where a dispute arises due to the summary termination of employment, the employer shall arrest such summary termination and place the employee involved under suspension while the circumstance is discussed between the employer and the union/s. Such discussions will be concluded within three working days.

An employee so suspended shall not attend for work but shall be entitled to their ordinary rate of pay for up to three working days.

3.2 INTRODUCTION OF CHANGE IN THE WORKPLACE

3.2.1 Employers duty to notify

(a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees the employer shall notify the employees who may be affected by the proposed changes and the union/s.

(b) "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 opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

Provided that where this agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

3.2.2 Employer's duty to discuss change

(a) The employer shall discuss with the employees affected and the union/s (inter alia) the introduction, of the changes referred to in subclause 3.2.1 (a) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The employer shall give prompt consideration to matters raised by the employees and/or the union/s in relation to any proposed changes.

(b) The discussions are to commence as early as practicable after a definite decision has been made by the employer to make any changes referred to in subclause 3.2.1 (a) hereof.

(c) For the purpose of such discussion the employer shall provide to the employees concerned and the union/s 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 the disclosure of which would be inimical to the employer's interests.

PART 4 - EMPLOYMENT RELATIONSHIP

4.1 EMPLOYMENT CATEGORIES

4.1.1 All employees (other than casuals) shall be engaged by the week and shall be paid weekly.

4.1.2 Casual Employment

(a) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/36th of the weekly rate prescribed by this agreement for the work that the employee performs, plus 30 per cent, with a minimum as for four hours worked.

(b) Notwithstanding the provisions of subclause 4.1.1 hereof, employees may be employed on a part-time basis. Such employees for working ordinary time shall be paid pro rata the rates and provisions prescribed by this agreement according to the number of hours worked.

(c) Casual employees may be employed by the company at any of the sites referred to in this agreement. The differing nature of business within each division requires rules regarding casual employees to differ between divisions.

4.1.3 Part time employment

(a) A part-time employee shall work not less than eight hours and not more than 32 hours in any week of ordinary hours provided that not more than one part-time employee to four full-time employees shall be employed at any time.

(b) A part-time employee who is required and volunteers to work additional hours beyond their agreed core hours will be paid at ordinary time up to 32 hours in any one-week. Overtime rates will only apply after 32 hours have been worked in any one-week.

4.1.4 Seasonal employment

(a) A seasonal employee is one engaged as such for a limited period and is paid as and shall receive the same benefits as a weekly paid employee provided that not more than one seasonal employee to four full-time employees shall be employed at any time.

(b) A ten per cent seasonal allowance loading shall be paid on all monies earned by the employee on the termination of that seasonal employment, however, if an employee elects to resign then no seasonal allowance will be payable. An employee would only receive the 10% seasonal allowance if they were required by the Company to terminate their employment during the seasonal period.

(c) However, Sigma will cease paying 10% seasonal loading to any seasonal employee who either during, or at the end of their seasonal employment, is offered and subsequently accepts permanent employment with Sigma.

(d) For the purposes of leave entitlements, the commencement date for such employees will be the date on which they commenced their seasonal employment. This clause shall not obligate Sigma to make an offer of permanent employment to any person. It shall only apply if Sigma, at their sole discretion, makes an offer of permanent employment, which is subsequently accepted.

(e) If employment continues after the agreed seasonal engagement period, the employee shall become a weekly employee, not then accruing seasonal allowance loading from the actual date of commencement of weekly employment.

4.2 REDUNDANCY

4.2.1 Where the employer has made a definite decision that the employer no longer wishes the job an employee/s has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the management shall hold discussions with the employee/s directly affected and with the union/s.

(a) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause 4.2.1 hereof and shall cover (inter alia) any reasons for the proposed termination/s, measures to avoid or minimise the terminations/s and measures to mitigate any adverse effects of any termination/s on the employee/s concerned.

(b) For the purpose of the discussions the employer shall as soon as practicable provide to the employee/s concerned and the union/s all relevant information about the proposed termination/s including the reasons for the proposed termination/s, the number and categories likely to be affected, the number of workers normally employed and the period over which the termination/s are likely to be carried out.

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

4.2.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 4.2.1 hereof the employee shall be entitled to the same minimum period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated and the employer will make payment in lieu thereof of an 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.

4.2.3 Severance pay

An employee whose employment is terminated for reasons set out in subclause 4.2.1 hereof shall be entitled to the following:

(a) Four weeks pay in lieu of notice.

(b) 4 weeks pay for each year of service to a maximum of 70 weeks.

(c) Pro rata long service leave from commencement of employment with Sigma.

(d) Attendance bonus calculated according to the formula of 1 day's pay for each two days accrued sick leave entitlement to a maximum of 15 days payment. This means that if an employee has 30 days sick leave they will receive 15 days pay.

(e) An additional 2 weeks pay for employees 45 years of age and over.

(f) Legal entitlement of superannuation scheme for employees who are members of the Sigma Superannuation Fund.

(g) Where applicable, shift loading will be included in ordinary time calculations.

(h) Pro rata loading on all annual leave accruals.

Provided that if an employee has previously nominated a retirement date the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the individual employee's retirement date.

4.2.4 Severance pay advice

Severance pay advice will be provided to all employees at least two days prior to termination

4.2.5 Certificates of service

Upon leaving, a certificate of service will be issued to all employees whose employment is terminated for reasons set out in subclause 4.2.1.

4.2.6 Employees leaving during the notice period

(a) An employee whose employment is terminated for reasons set out in subclause 4.2.1 hereof may terminate his/her employment during the period of notice, and if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice.

(b) Provided that in such circumstances the employee/s shall not be entitled to payment in lieu of notice.

4.2.7 Notification to Centrelink or its successor

Where a decision has been made to terminate an employee/s in the circumstances outlined in subclause 20.1 hereof the employer will notify Centrelink or its successor as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.2.8 Time off work during the notice period

(a) During the period of notice of termination due to redundancy given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) 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 employer be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

4.2.9 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.2.10 Employees exempted

This clause shall not apply where employment is terminated:

- (a) as a consequence of conduct that justifies instant dismissal;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees or seasonal employees.

4.2.11 Transmission of business

(a) Where the business is before or after the operation of this agreement, transmitted from the employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

- (i) the continuity of the service of the employee shall be deemed not to have been broken by

reason of such transmission; and

(ii) 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 transmittee.

(b) In this subclause "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.

4.3 TERMINATION OF EMPLOYMENT

4.3.1 Notice of termination by the employer

(a) In order to terminate the employment of a weekly employee the employer shall give to the employee the following minimum notice:

Period of continuous service	Period of notice
Up to 1 year	1 week
1 year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

(b) In addition to the notice set out immediately above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice set out immediately above 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.

(d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had employment not been terminated shall be used.

(e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

(f) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by subclause 7.1.8 of this agreement.

4.3.2 Notice of termination by an employee

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

(b) If a weekly employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.3.3 Time off during notice period

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's 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 employer.

4.3.4 Statement of employment

The employer 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/her employment and the classification of or the type of work performed by the employee.

4.3.5 Summary dismissal

Notwithstanding the provisions in subclause 4.3.1 hereof the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal including inefficiency or neglect of duty and absence from work without reasonable cause and in such cases the wages shall be paid up to the time of dismissal only.

4.3.6 Unfair dismissal

(a) Termination of employment by the employer either with or without notice shall not be harsh, unjust or unreasonable.

(b) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust or unreasonable termination of employment.

4.3.7 Notification of classification

All employees shall be given written notification by the employer of their classification and number of years credited service within that classification:

(a) upon commencement for new employees;

(b) within two weeks of entering into a classification or a promotion coming within the scope of this agreement.

Provided that the automatic progression of an employee through the years of experience as expressed in one classification shall not be deemed as coming within subclause 4.3.7(b) hereof.

(c) Further, a notification given to an employee on entry into a classification coming within the scope of this agreement shall positively identify the designation of the employee together with his/her credited "years of experience".

4.4 STAND DOWN PROVISION

4.4.1 The company may deduct payment for any time during which the employee cannot be usefully employed because of any strike, or any other cause for which the employer cannot reasonably be held responsible; but any such employee shall be entitled to payment for any of the holidays named in clause 7.7 of this agreement which occur during such period.

4.4.2 The company will prior to standing employees down, for the reasons stated above, endeavour to investigate alternatives to a stand down. This will be done in conjunction with all relevant unions and will involve considering alternatives such as the taking of annual leave, bringing forward an RDO or other alternatives as agreed.

4.4.3 The parties acknowledge that an employee cannot be required to take annual leave or bring forward an RDO, if the employee elects to be stood down without pay.

4.4.4 Any agreement to avoid the standing down of employees must be on an individual basis and recorded in writing.

4.4.5 The time lost to any employee who, despite attempts to find an alternative, is stood down, will not affect the employee's continuity of employment.

PART 5 - WAGES AND RELATED MATTERS

5.1 WAGE INCREASES

During the life of the agreement there shall be a fifteen (15) per cent increase in wages. The above will be implemented in the following manner:

5.1.1 Commencing from the first full pay period after 1 October 2004, all wages and wage related allowances will be increased by five (5) per cent;

5.1.2 Commencing from the first full pay period after 1 October 2005, all wages and wage

related allowances will be increased by five (5) per cent;

5.1.3 Commencing from the first full pay period after 1 October 2006, all wages and wage related allowances will be increased by five (5) per cent.

5.2 PAYMENT OF WAGES

5.2.1 All employees agree to the payment of their net wages by EFT not later than Thursday of each week.

5.2.2 Provided that in any week in which a public holiday falls on a Thursday or a Friday, wages accrued shall be paid on the previous Wednesday.

5.2.3 Where an employee's normal wage is not available in the employee's nominated bank account by midday on Thursday, the employer shall either make a cash advance equal to the employee's normal wage or if the employee so elects, advance such monies via a cheque cashable at the BOM, Clayton. In such circumstances the employee has no legal claim to retain both the pay advanced and the normal pay deposited to the employee's bank account. The employee in such circumstances must make arrangements to pay Sigma back one or other of the amounts paid in that week.

5.2.4 Upon termination of employment, wages due to an employee shall be paid on the day of such termination or forwarded to the employee by post on the next working day.

5.3 MIXED FUNCTIONS

5.3.1 Where a weekly employee is put to work temporarily at a classification higher than that under which he/she was engaged or deemed to be working, he/she shall be paid as follows:

(a) Up to four hours on any one day - the rate prescribed for such higher classification with a minimum of four hours.

(b) Over four hours on any one day - a full day's pay at the rate prescribed for such higher classification.

(c) Over twenty hours in any one week - a full week's pay at the rate prescribed for such higher classification.

5.3.2 Mixed functions shall not apply to employees being trained to work a higher classification who have not yet been assessed as competent at the higher classification. Such training period and the non-application of this clause shall not exceed three months except where agreed in writing by the company and the union/s.

5.3.3 A weekly employee shall not suffer any reduction in wages during any week by reason of his/her having been put to work for a part of such week at a classification lower than that under which he/she was engaged or deemed to be working.

5.4 ALLOWANCES

5.4.1 Locomotion allowance

Payments made pursuant to this subclause are in addition to any other payments under this agreement.

Standing charge engine capacity	Distance allowance (per km)
Up to 2000 cc	31.16 cents
Over 2000 cc	33.81 cents

5.4.2 First-aid attendant

(a) The employer shall appoint an employee/s holding the current St. John Ambulance Association First Aid Certificate or the current Red Cross Society First Aid Certificate to be in charge of the first-aid outfit in an establishment. Such certificated employee/s shall be paid when appointed the allowance set out in the table below.

1/10/04	01/10/05	1/10/06
\$13.78	\$14.47	\$15.19

(b) An employee/s being requested by the employer to obtain first-aid attendant qualifications (St. John Ambulance standard or equivalent) shall, on attaining such qualifications, be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first-aid course and any subsequent approved refresher courses.

5.4.3 Meal Allowance

An employee required to work overtime for any period in excess of one and a half hours after the usual hour of ceasing duty Monday to Friday or after five hours on any Saturday or Sunday, shall be supplied with an adequate meal from the employers canteen or paid a meal money allowance specified in the table below for each meal.

1/10/04	01/10/05	1/10/06
\$12.19	\$12.80	\$13.44

5.4.4 EFT allowance

All employees shall receive an EFT allowance of \$75 on February 1 of each year, this allowance shall be paid on the first pay period on or after February 1 of each year. This is a fixed allowance and is not subject to adjustment in terms of the wage and allowance incremental increases negotiated as part of this agreement.

5.5 ACCIDENT MAKEUP PAY

5.5.1 If an employee has an accident at his/her place of employment and is subject to, qualifies for and continues to receive compensation on a weekly basis under the accident compensation act presently in force in the States and areas covered by this agreement, such employee shall have the amount received by way of compensation increased by the employer to the amount of the employee's usual weekly rate ruling at the time of such accident. The payment made by the employer shall be limited to a maximum period of 52 weeks.

5.5.2 Employees will be requested/ expected to complete the application form for accident pay insurance cover (that the company has provided as part of this agreement).

5.6 SUPERANNUATION

5.6.1 Contributions

Sigma shall contribute to an agreed fund on the following basis:

- (a) Not less than the Superannuation Guarantee Levy that is currently 9%, and
- (b) Where an employee has been employed for a minimum of 12 months and who elects to contribute a minimum of 3% of their own income, Sigma shall contribute an additional 4.2%. Therefore, the maximum the company will contribute is 13.2%.

5.6.2 Definitions

"Ordinary time earnings" refers to the usual earnings, including shift allowance payments whether by salary or otherwise, but excluding overtime or annual leave loading.

5.6.3 Payments of contributions

Shall be on a four weekly basis and cover pay periods completed in that time for time worked, and absences on approved sick leave, annual leave, long service leave or other paid approved leave, but not otherwise.

5.6.4 Right to choose

(a) Upon engagement of employment, the employee is to be offered, by the employer, the choice of becoming a member of the company fund and the relevant industry fund only. Existing members are to be given the choice of becoming a member of the company fund and the relevant industry fund only.

(b) The complying industry funds are:

(i) LUCRF; or,

(ii) CARE.

5.6.5 Eligibility

(a) The employer shall only be required to make contributions in accordance with this clause in respect of employees who have been employed by the employer continuously for a period of one month.

(b) In relation to casual employees, the prescribed contributions will become payable following the completion of nineteen starts, in accordance with this subclause, from the date of their engagement with the employer.

(c) Employees who become eligible to join the agreed fund shall, in addition to contributions under this subclause, be entitled to a once only contribution equivalent to contributions under this subclause.

5.6.6 Employee contributions

Employees who wish to make contributions to the agreed fund additional to those being paid by the employer pursuant to this clause shall be entitled to authorise the employer to pay into the agreed fund from the employee's wages amounts specified by the employee.

5.6.7 Cessation of contributions

The obligation of the employer to contribute to the agreed fund in respect of an employee shall cease on the last day of such employee's employment.

PART 6 - HOURS OF WORK

6.1 HOURS OF WORK

6.1.1 Ordinary hours of work

(a) The ordinary hours of work for day workers shall not exceed 36 each week to be worked between Monday and Friday inclusive between the spread of hours.

(b) All employees shall work their ordinary hours in accordance with an 8 hour day/nine-day two week cycle.

6.1.2 Spread of hours

The spread of working hours are detailed in Appendices 1 and 2.

6.1.3 Banking of rostered days off

Employees may by mutual agreement accumulate up to a maximum of five (5) RDOs which shall be taken within 12 months of their accumulation.

6.1.4 Variation to hours of work and spread of hours

There shall be no variation to the hours of work and spread of hours, as provided in this clause, except where agreed by the company and the union/s.

6.2 BREAKS

6.2.1 Meal break

An unpaid meal period of not less than 30 minutes shall be allowed to each employee and shall

be taken not later than five hours after the employee commenced work for that day.

6.2.2 Additional meal break

A further paid meal period of not less than 30 minutes shall be allowed where an employee works five hours after completion of the midday meal break.

6.2.3 Rest breaks

Two intervals of not less than ten minutes each shall be allowed to all employees each day for refreshment. The intervals shall be taken as part of the time of duty without the deduction of pay.

6.3 OVERTIME

6.3.1 The following rates based on 1/36th of the weekly rate shall be paid for all work done:

(a) Outside the times of beginning and ending work in any one day - time and a half for the first two hours and double time thereafter.

(b) Within the times of beginning and ending work in excess of eight hours in any one day - time and a half for the first two hours and double time thereafter.

On Saturday - time and a half for the first two hours and double time thereafter with a minimum payment as for three hours work.

6.3.2 The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

6.3.3 An employee required to hold in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time from which he/she is so told to hold in readiness.

6.3.4 When an employee after having worked overtime finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to his/her home, or pay him/her his/her current wage for the time reasonably occupied in reaching his/her home.

6.3.5 An employee recalled to work overtime after leaving the employer's operation (whether notified before or after leaving the operation) shall be paid for a minimum of three hours work at the appropriate rate for the first recall, and a minimum of two hours for each subsequent recall; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period.

(a) Subject to the next succeeding subclause, when overtime work is necessary, it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Should an employee's ten hours rest period, as aforesaid, end within two hours of his/her normal ceasing time he/she shall not be required to report for work on that day.

(c) If, on the instructions of the employer, such employee resumes or continues, work without having had such ten consecutive hours off duty, he/she shall be paid at double his/her ordinary time rate until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) If excessive time is involved in an employee travelling from his/her home during his/her rest period, special consideration as to the length of the rest period will be given on an individual basis.

6.4 SATURDAY WORK

Saturday rates shall be time and a half for the first two hours and double time hereafter with a minimum payment as for three hours work.

6.5 SUNDAY WORK AND HOLIDAY RATES

All work performed on Sundays shall be paid for at the rate of double time. All work performed on those public holidays outlined in clause 7.7 of this agreement shall be paid for at the rate of double time and a half, but if any other day be by Act of Parliament or Proclamation substituted for any of the above holidays, the special rates shall be payable only for the days so substituted.

6.6 SHIFTWORK

By mutual agreement between the employer and the union/s, shifts may be worked subject to the following conditions:

6.6.1 Except as provided in subclause 6.6.2 hereof the rate of pay for shift workers shall be:

		Per cent
		%
(a)	Permanent afternoon shift	15
(b)	Permanent night shift	30

6.6.2 Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop shall be paid at the rate of time and a half.

6.6.3 For the purposes of this clause "afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight and "night shift" means any shift finishing subsequent to midnight and at or before 7.00 a.m.

6.6.4 The ordinary hours for a shift shall not exceed eight in any one day, Monday to Friday inclusive, and any excess shall be paid for at the rate of time and a half for the first two hour, and double time thereafter.

6.6.5 Employees working on continuous shifts shall be allowed crib time of twenty minutes in each shift at such times as may be fixed by the employer so as not to interfere with the employee's normal duties and such crib time shall be counted as time worked.

6.6.6 The time of commencing and finishing shifts may be varied by agreement between the employer and the union/s to suit the circumstances of the establishment.

6.6.7 Shift workers entitled to payment for any period under the provisions of clauses 6.5, 7.1, 7.2, 7.3, 7.10, and 7.11 of this agreement shall be paid the amount to which they would have been entitled for such period had they worked, exclusive of overtime.

6.7 DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this agreement, the length of any shift:

(a) Commencing before 2.00 a.m. standard time on the last Sunday in October in each year and ending thereafter;

(b) Commencing on or before 2.00 a.m. standard time on the last Sunday in March in each year and ending thereafter, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the Summer Time Act 1972 - Victoria.

(c) Or such other date/s as might be proclaimed in the State of Victoria.

The expression "standard time" means standard time within the meaning of the said Act.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 Except as otherwise provided in this agreement every worker shall at the end of each year of service with the employer become entitled to an annual holiday of four weeks on ordinary pay plus a loading of 17-1/2 per cent.

7.1.2 In the case of a shift worker where the employee would have received shift loadings prescribed by clause 6.6 of this agreement had he/she not been on annual leave during the relative period and such loadings would have entitled him/her to a greater amount than the 17-1/2 per cent loading then the shift loadings shall be added to the employee's ordinary pay in lieu of the annual leave loading.

(a) This subclause shall apply to all annual leave, whether taken according to a roster, a closedown, a part closedown, or a part closedown/part rostered leave.

(b) Except where agreement is reached in accord with subclause 7.1.2(b)(iii) hereof, the annual leave shall be given and taken by the employee on the following bases:

(i) in one continuous period of four weeks; or

(ii) in two separate periods, one of which shall be of at least three weeks duration; or,

(iii) any other periods as mutually agreed between the employee and Sigma.

In the case of rostered annual leave, agreement shall be between the employer and the individual employee.

In the case of a part closedown or a part closedown/part rostered leave, agreement shall be between the employer and the majority of the employees and the union/s.

7.1.3 If the employee and the employer so agree, the annual holiday or any of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.

7.1.4 The annual holiday shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues. However, by agreement between Sigma and an individual employee, the giving and taking of the whole or any separate period of such annual holidays may be postponed for a period where circumstances render such postponement necessary or desirable.

7.1.5 Except as provided in the next succeeding subclause payment shall not be made by the employer to an employee in lieu of any annual holiday or part thereof to which the employee is entitled under this agreement.

(a) The employer shall give each employee at least four weeks notice of the date from which his/her annual holiday shall be taken.

(b) The employer shall pay each employee in advance before the commencement of the employee's annual holiday his/her ordinary pay plus a loading of 17.1/2 per cent for the holiday period to be taken.

7.1.6 Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of service in respect of which the annual holiday or part has been so taken.

7.1.7 Where any trade or public holiday for which the employee is entitled to payment under this agreement or under his/her contract of employment occurs during any period of an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of that trade or public holiday.

7.1.8 For the purposes of this agreement a year of service shall be deemed to be unbroken notwithstanding:

(a) any annual leave or long service leave taken therein;

(b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

(c) any absence from work of not more than fifteen days in the year of employment on account of sickness or accident;

(d) any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the employer;

(e) any absence on any other account not involving termination of employment;

and in calculating a year of service any absence of a kind mentioned in subclause 7.1.8(a) - 7.1.8(c) hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned, in subclause 7.1.8(d) and 7.1.8(e) hereof, it will be necessary for the employee as part of his/her qualification for annual leave to work such additional period as equals the period of such absences.

7.2 SICK LEAVE

An employee, who, after three months service with the company, is unable to attend for work during his/her ordinary working hours by reason of personal illness or personal incapacity (excluding incapacity resulting from injury within the Workers' Compensation Act, as amended) shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

7.2.1 The employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to compensation under the Workers' Compensation Act, as amended.

7.2.2 Entitlement

(a) Full-time employees - Three and one third hours per month in the first twelve months of service and eight working days in the second and subsequent years of service to be applied as an upfront grant.

(b) Part-time employees - Pro rata of the full-time entitlement accruing on a weekly basis.

7.2.3 Sick leave entitlements not claimed in any one year, shall accumulate from year to year, so long as the employment continues with the employer.

7.2.4 An employee (except in exceptional circumstances) shall as early as is practicable of commencement time of normal duty on the day of the sick leave absence, inform the employer of his/her inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

7.2.5 An employee shall be allowed a maximum of two separate days sick leave, without production of evidence satisfactory to the employer, which shall not be consecutive ordinary working days, in the first year of service and a maximum of three days in the second and subsequent years of service.

7.2.6 If an employee is absent on sick leave on a day immediately preceding or immediately following a rostered day off or public holiday off he/she shall provide a medical certificate in support of such absence.

7.2.7 A medical certificate shall be required for any sick leave absence of two or more consecutive working days.

7.3 FAMILY LEAVE

7.3.1 Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the employee's immediate family or a member of the employee's household

(iii) the term "immediate family" includes:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

- a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.3.2 Unpaid leave for family purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

7.3.3 Annual leave

(a) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

(b) Access to annual leave, as prescribed in subclause 7.3.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

7.3.4 Time off in lieu of payment for overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under subclause 7.3.4(a) where such time has not been taken within four weeks of accrual.

(d) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

7.3.5 Make-up time

(a) An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

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

(c) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

7.3.6 Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this agreement.

7.4 BEREAVEMENT LEAVE

7.4.1 An employee shall, on the death of a wife, husband, father, mother, father in law, mother in law, brother, sister, grandfather, grandmother, child, step child or grand child, ward or former ward, be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in four ordinary days work. Proof of such death shall be furnished by the employees to the satisfaction of the company.

7.4.2 Provided however that this clause shall have no operation while the period of entitlement coincides with any other period of entitlement to leave.

7.4.3 For the purposes of this clause shall the words "wife" and "husband" shall include a wife or husband from whom the employee is separated and shall include a person who lives with the employee as a defacto wife or husband.

7.4.4 Where interstate or overseas travel by the employee is involved, consequent upon the death of any of the above relatives, such employee shall, subject to satisfactory proof of relationship and death, be entitled to the provisions of this clause and up to a further 26 calendar days leave of absence without pay.

7.5 LONG SERVICE LEAVE

From the 1 October 2003 all employee's long service leave will be accrued on the basis of 1.3 weeks per year of service. All employees shall have access to pro rata long service leave after seven years completed service. Pro rata long service leave maybe taken after 7 years by mutual agreement or in payment upon the termination of employment providing the employee has not been terminated for serious and willful misconduct.

7.6 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

7.6.1 Definitions

For the purpose of this clause:

(a) Child means a child of the employee under the age of one year except for:

(i) adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more; and

(ii) clause 7.6.10 part time employment, where it is as specified.

(b) Spouse includes a de facto or former spouse.

(c) Continuous service is as defined in clause 7.1.8.

(d) Employee means all permanent employees.

7.6.2 Basic entitlement

(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child.

For females, the first 4 weeks maternity leave will be paid leave providing the employee has worked for a minimum of 12 continuous months (1 year) with the company. The remaining leave will be on a without pay basis. For males, the first week of leave will be paid leave providing the employee has worked a minimum of 12 continuous months (1 year) with the company. The remaining leave will be on a without pay basis. Adoption leave may be taken in the case of adoption.

(b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

(i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

7.6.3 Maternity leave

(a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)
- at least 10 weeks;

(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to and the period of leave to be taken - at least 4 weeks.

(b) When the employee gives notice under 7.6.3(a) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave and that for that period she will not engage in any conduct inconsistent with her contract of employment.

(c) An employee will not in breach of clause 7.6.3(a) if the failure to give the required period of notice is because of the confinement occurring earlier than the presumed date.

(d) Subject to clause 7.6.2(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

(e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(f) Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

(g) Where leave is granted under clause 7.6.3(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee.

7.6.4 Paternity leave

(a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(iii) a statutory declaration stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(b) The employee will not be in breach of clause 7.6.4(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

7.6.5 Adoption leave

(a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(c) An employer will require an employee to provide confirmation from the appropriate government authority of the placement.

(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

(f) An employee seeking to adopt a child is entitled to up to two days unpaid leave, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave instead.

7.6.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

7.6.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave (but excluding sick leave), subject to the total amount of leave not exceeding 52 weeks.

7.6.8 Transfer to a safe job

(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

7.6.9 Returning to work after a period of parental leave

(a) An employee will notify of their intention to return to work after a period of parental leave, or to return to full time work after a period of part time employment under clause 7.6.10, at least four weeks prior to the expiration of the leave.

(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.6.8 or part time employment pursuant to clause 7.6.10, the employee will be entitled to return to the position they held immediately before such transfer.

(c) Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7.6.10 Part-time work

(a) Employees responsible for the care of their children, or pregnant women, may with the consent of the employer, elect to work part time up to the child's second birthday, or in the case of adoption for up to two years from the time of adoption.

(b) Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(c) Before commencing a period of part-time employment under this clause the employee and the employer must agree:

(i) that the employee may work part-time;

(ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment,

(v) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(d) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

7.6.11 Replacement employees

(a) A replacement employee is an employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave or as a result of an employee working part-time under this clause.

(b) Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.7 PUBLIC HOLIDAYS

7.7 A An employee shall be entitled to holidays on the following days:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day and Union Picnic Day.

7.7.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday

(a) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday. If Christmas Day falls on a Saturday or Sunday, a holiday in lieu of Boxing Day shall then be observed on the next Tuesday.

(b) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(c) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in subclause 7.7.1 and 7.7.2 above, those days shall constitute additional holidays for the purpose of this agreement.

7.7.3 An employer, with agreement of the union, where appropriate may substitute another day for any prescribed in this clause.

(a) An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

(b) An agreement pursuant to 7.7.3(a) shall be recorded in writing and be available to every affected employee.

(c) The union shall be informed of an agreement pursuant to 7.7.3(a) and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.

(d) If the union, pursuant to 7.7.3(c), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the union.

(e) If no resolution is achieved pursuant to 7.7.3(d), the employer may apply to the Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission will determine the application.

7.7.4 September Recreation Day

The Melbourne show day public holiday has ceased to have effect, however, weekly employees, within the Melbourne metropolitan area, will receive an additional one day off during each year.

7.8 TRADE UNION TRAINING LEAVE

Delegates nominated by the union to attend, during ordinary working hours, a trade union training course shall do so without loss of ordinary pay subject to the following:

7.8.1 That the employer concerned receive written notice of nomination from the union, setting out the times, dates, content and venue of the course.

7.8.2 That the employer shall not be liable to pay a delegate attending such a course for more than five days in any one calendar year.

7.8.3 That such leave of absence shall count as service for all purposes.

7.8.4 That the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations in the industry. Consultation shall take place between the union and the employer concerned as to the suitability of the course.

7.9 JURY SERVICE

7.9.1 An employee required to attend for jury service shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service by the court and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had the employee not been on jury service.

7.9.2 An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. The employee shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect to such jury service from the court.

7.10 BLOOD DONORS LEAVE

7.10.1 A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction for up to two hours or longer if necessary on each occasion and subject to a maximum of four separate absences for the purposes of donating blood each year.

7.10.2 Provided further that such employee shall arrange for his/her absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of his/her ordinary working hours.

7.10.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished to the satisfaction of the employer.

7.10.4 Provided that the employee shall notify the employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

7.11 MILITARY AND COMMUNITY SERVICE

7.11.1 An employee who is a member of a recognised voluntary subsidiary service of the Australian Defence Forces or an essential community service, and who attends such service during working hours may so attend without penalty, and such time shall be counted for all purposes as time worked.

7.11.2 If the wages received for such service are less than the ordinary weekly earnings of the employee, the employer shall reimburse the employee to the level of his/her normal weekly earnings.

PART 8 - TRAINING

8.1. PAYMENT FOR TRAINING

8.1.1 Where, as a result of consultation with the employee concerned, or through a training committee, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

8.1.2 Any reasonable costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of agreed training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided, however, that reimbursement of expenses under this clause shall be on an annual basis subject to the presentation of reports of satisfactory progress.

8.1.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

PART 9 - OCCUPATIONAL HEALTH AND SAFETY

9.1 OCCUPATIONAL HEALTH AND SAFETY

In accordance with its obligations under the Occupational Health and Safety Act 1985 (Vic) and the objective of preventing illness and injury in the workplace, the company is committed to providing safe working conditions, promoting and encouraging safe working practices and providing training, instruction and information on appropriate measures for dealing with occupational hazards.

9.2 CLOTHING, EQUIPMENT & TOOLS

9.2.1 The company will provide employees with such protective clothing or equipment which may be required for the performance of their duties.

9.2.2 Uniform and protective clothing

(a) Wet places

(i) Waterproof boots, uniforms and/or protective clothing shall be provided by the employer when employee/s are required to work in wet places. Protective clothing shall be provided and laundered when employee/s are employed in a room where powders are being mixed or processed or handled in bulk.

(ii) When employed in the handling in bulk of acids or other materials injurious to clothing they shall be provided with overalls or dustcoats - whichever is the most suitable.

(b) Safety footwear

Where the material being used by an employee/s in the process of manufacture comes in contact with and is injurious to footwear or where the employer requires the employee/s to wear protective footwear for safety reasons, suitable footwear shall be provided by the employer, and shall be worn by the employee/s, free of cost to the employee/s.

(c) Protective clothing

(i) Two sets of overalls or other protective clothing per year shall be supplied and laundered by the employer free of cost to the employee/s.

(ii) Persons employed in sterile areas shall be supplied with overalls which shall be laundered by the employer, free of cost to the employee/s.

(iii) Waterproof boots, uniforms and/or protective clothing and overalls as provided in this clause shall remain the property of the employer.

9.3 AMENITIES

9.3.1 Washing facilities and hot water

Suitable washing facilities including hot water shall be available for the use of employees, together with hot water, at meal times.

9.3.2 Dining facilities and lockers

Suitable dining facilities and lockers (full length) shall be provided for the use of employees, along with tea, coffee, milk, sugar and boiling water.

9.3.3 Drinking water

Suitable chilled drinking water shall be available to all employees.

9.3.4 Seating accommodation

Employees shall be provided with suitable seating accommodation at their place of work where practicable.

9.3.5 First aid kit

A first aid kit as prescribed by the various State "Acts" shall be provided and maintained by the employer.

9.3.6 Notice board

The employer shall provide a notice board of reasonable dimensions in a prominent position in the establishment upon which accredited union/s representatives shall be permitted to post information relating to this agreement. Any notice posted on such board may be removed by an accredited union representative.

9.3.7 Floor coverings

Where an employee is required to work on a floor of concrete, stone or similar material, the employer shall provide suitable floor covering or other insulating material.

PART 10 - AGREEMENT COMPLIANCE AND UNION MATTERS

10.1 TIME AND WAGES RECORDS

The employer will keep time and wages records showing the name of each employee and the hours worked each week. The time and wages records shall be open for inspection to the said accredited representative during the usual office hours at the employer's office or other convenient place, provided that only one demand for such inspection shall be made at the same establishment in any one fortnight, and such demand shall not be made unless the state secretary of the union/s suspects that a breach of this agreement has been committed.

10.2 POSTINGS OF AGREEMENT

A copy of this agreement as varied from time to time shall be maintained by the employer and shall be supplied to each delegate and assistant delegate covered by this agreement.

10.3 RIGHT OF ENTRY

A duly accredited representative of the union/s set out in clause 1.6 of this agreement shall have the right to enter the employer's establishments for the purposes of interviewing employees on legitimate union business on the following conditions:

10.3.1 That the representative enters the site during normal working hours.

10.3.2 That he/she does not unduly interfere with the operations of the site.

10.3.3 That the union representative adheres to the security and safety arrangements at the site.

10.3.4 That he/she notifies Sigma management upon arrival at the site.

10.4 DELEGATES

An employee appointed delegate shall upon notification thereof to the employer by the state secretary of the union/s be recognised as the accredited representative of the union/s. Such delegate shall be allowed the necessary time during working hours to interview the employer or his/her representative or other employees on matters affecting employees whom he/she represents. Adequate time will be allowed for the delegates to discuss and explain this agreement in the induction process or as soon as practicable.

10.4.1 Delegates off-site business - In addition, delegates will be allowed reasonable time off the site on union business without loss of ordinary pay by prior agreement with the employer. This agreement will not unreasonably withheld.

10.4.2 Additional on-site meetings - By mutual agreement of the employer and the union, additional on-site meetings may be held to consider and discuss matters relating to this agreement.

10.5 SIGNATURES

Signatures

The National Union of Workers Victorian Branch

Union representative

Name (please print):

Date:

In the presence of:

Name (please print):

The Australian Services Union Victorian Private Sector Branch

Union representative

Name (please print):

Date:

In the presence of:

Name (please print):

Sigma Company Limited

Company representative

Name (please print):

Date:

In the presence of:

Name (please print):

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Date:

In the presence of:

Name (please print):

Sigma Company Limited

Company representative

Name (please print):

Date:

In the presence of:

Name (please print):

APPENDICES

APPENDIX 1 - SIGMA WHOLESALING

1. ALL SITES

The following conditions shall apply to all Sigma Wholesaling sites:

1.1 Allowances

(a) The following allowances shall apply for the life of the agreement:

	Effective 1/10/04	Effective 01/10/05	Effective 1/10/05
	Per week \$	Per week \$	Per week \$
Weather (Clayton only)	20.20	21.21	22.27
Laundry - full-time	8.13	8.54	8.97
Laundry - part-time/ casual	4.05	4.25	4.46

NB: All NUW members or employees eligible to become members based at Clayton, who receive the weather allowance (employed by Sigma as at 1 April 1999) will have the allowance included in their weekly/hourly rate of pay-All employees who start receiving the weather allowance after 1 April 1999, will receive the allowance as an additional payment.

1.2 Critical Product Exemption

The parties are committed to ensure that any industrial action occurring during the life of this agreement does not prevent the Wholesaling division of the company from ensuring the

supply of "Life Preserving Drugs" to customers.

Whilst the term "Life Preserving Drugs" (LPDs) has not been defined, the parties are agreed that a common sense approach will apply to requests for exemptions from industrial action for certain LPDs.

The parties agreed that each request for exemption will be treated on a case by case basis.

1.3 Melbourne Cup Day

Sigma shall have the ability to work, if so required, Melbourne Cup Day by giving 4 weeks notice on the terms noted below:

Payment shall be at double time and a half.

Sigma shall advise the number of employees and skill levels (e.g. number of supervisors, leading hands etc) required to operate the business and call for volunteers. The number of staff required is to include at least three forklift drivers, and 4 customer service/switchboard clerks. All employees who work on the public holiday shall perform any duties (i.e. work where required) within their own union coverage and skill level.

If excess volunteers are received, the surplus, the names of which shall be recorded by management and a consultative committee member (the public holiday management committee) and shall automatically be given preference for the next public holiday or the next Saturday overtime, so worked.

If insufficient volunteers are received, employees from other unions shall be able to work to cover the shortfall and thereafter casuals.

1.4 New Technology

It is agreed that as a term of this agreement, and the increases herein, that all employees will co operate positively in consultation, training and operation of the new work practices, and accept transfers to new or different functions to match the new work practices. All employees commit to support the introduction of new practices, new work procedures and equipment, such as radio frequency terminals.

Transfer of inventory information (e.g. goods inward updating) shall be the responsibility of employees who are members or eligible to become members of the NUW. This shall include, if so desired by Sigma, the transfer of run clearances from customer service to the warehouse.

1.5 Productivity Measures

The parties to this agreement recognise the need to improve efficiency and productivity levels to ensure the wholesaling division achieves and maintain competitor industry benchmarks.

Accordingly, all parties commit to undertake training and skill development that will ultimately lead to a more highly skilled and flexible workforce.

The parties will develop an agreed set of key performance indicators (KPI's) utilising current performance standards as benchmarks and performance standards targets to be achieved. Each business unit will convene a working party comprising of management and employees to set and agreed KPI's targets. The KPI targets will be agreed to on an annual basis and reviewed quarterly.

The KPI benchmark targets will comprise (but not be limited to):

1. Line Credits
2. Assembly Pick Rate
3. Wrong Sents
4. Short Sents
5. Totes per hour

6. Replenishment Rate

7. Damaged Goods

Each KPI will be tracked via graphs on a monthly basis. All employees will be communicated with via monthly staff meetings on the performance of each KPI against agreed targets. Employees will be invited to contribute to initiatives to ensure KPI's targets are met and/or exceeded.

1.6 Rostered Days Off

All RDOs will be spread across the five days Monday to Friday, with the proviso that 50% of RDOs will fall on either a Monday or Friday. Notwithstanding the above or anything else contained in this agreement, clerical employees will continue to roster RDOs over the five (5) days, Monday to Friday.

1.7 Recreation day and union picnic day

(a) Employees may take both the Union Picnic Day and Recreation Day by mutual agreement, subject to Sigma's operational requirements, during the period of January to November of each year. The taking of the Union Picnic Day and Recreation Day will be subject to the following conditions:

(i) Neither day can be taken in the week prior to or after Easter, and

(ii) They cannot be taken on the day before or after a public holiday.

(b) In order to facilitate participation of those employees wishing to attend the recognised Union Picnic, approval for an RDO on that day shall not be unreasonably withheld by Sigma for up to a maximum of 5% of the full time employees rostered to work on that day.

1.8 WorkCover rehabilitation

Employees who are on WorkCover will, as part of the rehabilitation, perform useful work in the enterprise which facilitates their rehabilitation and productive contribution in keeping with the spirit and intent of the relevant legislation. This may necessitate performing duties within the coverage of other unions on site. This will be undertaken without the payment by Sigma of dual union membership fees.

1.9 Seasonal employment

The period of employment for which each seasonal employee can be engaged shall be a minimum of 4 weeks and a maximum of 16 weeks.

1.10 Working hours

Ordinary working hours for day shift will be between 6.00 am and 7.00 pm Monday to Friday. Basic hours worked during this period will be paid at ordinary time rates. The times and arrangements noted below are indicative, based on the current needs of Sigma. Sigma reserves the right to amend these to reflect future changes in the operation but will remain within the 6.00 am to 7.00 pm spread, by giving 2 weeks notice of such a change or lesser for short term requirements.

2. CLAYTON

The following conditions shall apply to the Clayton wholesaling site:

2.1 Clerical employees

In order to facilitate the matching of customer service and clerical demands and the availability of suitable trained staff, it is agreed that Sigma shall be able to engage and train additional flexible part time, temporary (full or part time) or casual clerical staff up to a maximum of 9 employees (including those employed as at 1 May 1995) at any one time.

New employees may be engaged for less than 8 hours per day providing the hours per day exceeds 4. These employees shall work in any clerical department, as directed, up to a maximum of 6 of the 9 in any one section at any one time. The sections being defined as:

- * Customer Service
- * Accounts
- * Supply
- * Credits and other Departments

In exceptional circumstances the Company will consult with the union for a temporary increase in this number.

2.2 Guardian Clerical employees

The parties agreed that during the life of the agreement, the company will review the terms and conditions of employment of clerical employees within the Guardian banner group, who are employed at 1408 Centre Road, Clayton with a view to integrating those employees into the general Sigma structure.

The parties recognise that there are anomalies in the wage rates and terms and conditions applying to Guardian employees which pertain to the integration of Guardian into Sigma Company.

An agreed process will be developed to resolve these anomalies. The affected individual incumbents will be involved in this process.

The company in conjunction with the ASU will identify and agree upon those Guardian employees whose positions are award covered.

When the identified positions become vacant, new applicants will be offered the position under the terms of this or future enterprise agreements.

The parties are agreed that it is the company's long term aim to achieve full integration of clerical employees from the Guardian banner groups into the Sigma clerical structure with entitlements to the same terms and conditions enjoyed by Sigma employees.

2.3 Warehouse hours of work

(a) Full time employees

The Clayton Warehouse will have two regular starting times. Full time employees at Clayton will work one of these working days as their normal working hours. The majority will have a normal working day which will commence at 6.00 am and finish at 2.30 pm. The other normal working day will commence at 8.30 am and finish at 5.00 pm. Sigma reserves the right to amend these times to reflect future changes in the operation by giving two weeks notice of such a change.

Workload rosters will be developed by Management taking into account nominated roster preferences submitted by employees. Rosters will be set on a permanent basis by allocating sufficient employees for both rosters. Any amendments to rosters will be determined by business needs. Any employee(s) affected by roster changes will be advised by management of the changes with a minimum of two weeks notice.

(b) Part time employees

Two new groups of part time employees will be used on a regular basis to supplement full time employees during the busiest periods each morning and afternoon at Clayton. The AM part timers will start at 6.00 am and work for four and a half hours. A different group of part timers (the PM part timers) will start work at 1.00 pm and work for four and half hours. Current full time employees, part time employees and casuals will be offered the chance to apply for one of the new part time positions. In the event that too many applications are received the positions will be allocated initially to current full time employees, then to current part time employees and then to current casuals.

(c) Employment of casuals

It is agreed that the maximum number of casual employees at Clayton shall be at Sigma's discretion, up to 16 on site at any one time. In exceptional circumstances the company will consult with the union for temporary increases in this number.

Priority for allocation of additional work at the start or the end of part time shifts will be given to part time employees who have indicated their availability for such additional work. Casual employees will work no more than 20 hours per week, with the exception of those casuals who work in the promotions warehouse from time to time. However, in exceptional circumstances casual hours may be increased in any one week providing the same casual employee does not work over 40 hours in the fortnight of which includes the week the additional hours were worked.

The union will be given weekly information on hours worked by part timers and casuals and any anomalies will be discussed with between management and the union.

The parties to this agreement agree to review the work allocation for casual and part time employees every six months to see if there are opportunities for permanent positions for casuals or increased hours for part time employees.

2.4 Clerical hours of work

Clerical employees' hours will reflect the need of the enterprise. Initial changes are that the early morning start for one person in customer service will be at 6.00 am on ordinary time and the customer service department will operate, on lesser manning, until 6.00 pm.

Allocation of employees will be the basis of volunteers, but if the volunteers are insufficient a fixed roster may be introduced.

2.5 Location of Clayton warehouse

While no specific decisions have been made, it is Sigma's intention to evaluate the options to transfer the operation of Clayton wholesaling to another site during the period of this agreement. Providing Sigma meets its obligations under subclause 3.2 above, it is agreed that employees of Sigma Clayton at that time will transfer voluntarily to a new site no further than 15 kms, by most direct road travel, from 1408 Centre Road, Clayton for no additional payment.

2.6 Warehouse Flexibility

The intention of this clause is to improve flexibility between the clerical and warehouse areas of work in the credits processing and inward goods areas of the company's Clayton warehouse.

The parties have agreed that that the NUW members or employees eligible to become members who are employed in the warehouse, may be requested to work in either of the inwards goods or credit processing departments, when and only when ASU members or employees eligible to become members are absent on a short term basis (planned or unplanned).

This is not a reciprocal arrangement. ASU members or employees eligible to become members working in the credits processing departments and the inwards goods areas will not be required to work in non ASU areas under any circumstances.

Planned absences are defined as annual leave, RDO's, long service leave and training leave.

Unplanned absences are defined as sick leave, family leave and bereavement/compassionate leave.

In the even that an absence as defined above occurs, the parties will adhere to the following process.

Whenever the company believes it needs to make use of this provision, it will advise both unions delegates of which employee is absent including from which department, the company's proposed solution and the length of time for which the temporary replacement is sought. Replacement shall be on a one for one basis and the work shall be performed within the current set of hours of the credits processing or inward goods departments.

For absences of one day or less in inwards goods or three days or less in credits processing:

* The company shall consult the ASU delegate and the ASU members or employees eligible to become members in the affected area to determine if there is a need to organise coverage for the absence.

* If it is determined that a need exists, existing part time clerical employees working under 32 hours per week, shall be requested to work extra hours up to 32, which shall be paid at ordinary rates of pay.

* If such employees are unable to work or cover the entire absences, all clerical employees in the area will be asked to cover the absence through overtime. The provision of overtime will be as equitable as possible.

* If the absence is still not covered, NUW members or employees eligible to become members will be asked to work.

For absences of more than one day in inward goods or more than three days in credits processing:

* The company shall consult with the ASU delegate and ASU members or employees eligible to become members in the area and if the need coverage is agreed, the company in consultation with the unions shall determine the details of the coverage.

It is not the intention of the company, in the short term or longer term to use this clause to effect the exclusion of the ASU from its coverage of employees in the credits processing or inwards goods department.

It is not the intention of the company to use this clause to facilitate or bring about a situation whereby the number of ASU members or employees eligible to become members in the credits processing or inwards processing are reduced on a permanent basis or replaced with employees who are NUW members or employees eligible to become members on a permanent basis. This clause does not prevent the company from utilising the provisions of clause 4.2 - Redundancy.

If there is growth in either the credits processing or inwards goods departments, during the life of the agreement which necessitates the creation of additional positions, these will be for ASU members or employees eligible to become members and the first option will be to increase by agreement the hours of existing ASU members or employees eligible to become members permanent part time employees in the credits processing and inwards goods areas.

If an employee, who is a NUW member or an employee eligible to become a member, agrees to temporarily transfer to credits processing or inwards goods in accordance with this clause, the rate of pay applying to the position to which the employee is transferred is higher than the employee's ordinary rate, then the employee would be paid the higher rate immediately upon commencement in the temporary position.

NUW members or employees eligible to become members who express an interest in working the credits processing or inwards goods departments shall receive appropriate training to enable them to effectively fulfill the requirements of the position. A maximum of three NUW members or employees eligible to become members shall be trained in this work and as such shall only be NUW members or employees eligible to become members who are able to work in either credits processing or inwards goods departments.

3. LAVERTON

The following conditions shall apply to the Laverton wholesaling site:

3.1 Casual employment

In order to provide a high level of service to customers, accommodate volume peaks inherent in the wholesaling business, cover training, annual, sick leave and long service leave, and once all current employees have been resourced, it is agreed that casuals will be used. In these circumstances, the company will consult with the relevant union.

3.2 Part time employment

It is agreed that existing part time employees (previously classified as Flexi part time employees) can work a two week cycle which will comprise one week of 4 days, totaling 24 hours and the following week of 5 days totaling 30 hours.

This working day arrangement shall only apply to those current part time employees (previously Flexi part time) and will not apply to any part time employees engaged from this date onwards.

These 9-day fortnight part timers will confine their day off to either a Tuesday or Thursday in one of each two weeks. These part time employees may be able to exchange their day off with each other by giving appropriate notice to the supervisor if it is agreed.

3.3 Saturday service

The Saturday service is now a regular operation. Laverton based permanent employees may be requested to indicate their availability for the next Saturday's overtime at the beginning of each week. Work on this day will be at the appropriate agreement rates.

Where insufficient workers from Laverton volunteer for Saturday work, sufficient employees, either permanent or casual from Clayton may make themselves available for work.

3.4 Staffing ratios

It is agreed that the ratio of full time employees to part time employees will be maintained at a ratio of 60% full time and 40% part time.

3.5 Warehouse flexibility

The parties are agreed that should the company's Laverton warehouse wish to investigate the issue of increased flexibility in the credits processing or inwards goods departments, the company will hold discussions with the relevant union organisers and delegates to address the issues and reach agreement on how to implement the necessary flexibility.

4. SHEPPARTON

The following conditions shall apply at the Shepparton wholesaling site: 4.1 Hours of work

All full time employees shall be required to work a total of 144 hours at ordinary week in any four week cycle - Monday to Friday inclusively, with one RDO per four week cycle. RDO's will be rostered on a rolling roster basis spread evenly over Monday to Friday. No full time employee shall be required to work less than 5 hours or more than 10 hours on any given day, and split shifts shall not occur. A roster of expected working hours will be available for the information of employees. A Spread of Hours Committee consisting of management and employee representatives will meet, as required, to consider anomalies and resolve any difficulties that may arise with this Clause or its principles.

All work in excess of 144 hours in any month or in excess of rostered hours will incur appropriate penalty rates. The spread of hours shall be from 6.00 am to 6.00 pm (Monday to Friday) and employees may be rostered to start and finish within those times.

5. WAREHOUSE (WHOLESALING) CLASSIFICATION STRUCTURE

5.1 An individual can apply for promotion to higher level when a position is declared vacant by the company. All vacant positions will be advertised under the Sigma internal advertising policy. All applications must be made in writing beyond level (2d).

5.2 The base principles that underpin the classification structure are based on workforce flexibility. All employees will be required to work in all areas of the warehouse operations providing they have been assessed as having the required level of competence for the position.

5.3 Individuals who are required to perform temporary relief tasks over and above the normal duties as prescribed for their classified level will be paid a "mixed functions" payment as described in the mixed functions clause of this agreement. Conversely, individuals who are directed by management to perform roles below their classified level will not have their wage rate reduced as a result of this directive.

5.4 Promotion from level (1) to level (2d) is automatic subject to the minimum competency standards being met within the prescribed timeframe. The exception will be level (2c) Forklift - where positions available will be determined by management based on the operational needs of the business.

5.5 An individual who is promoted to a higher level than they currently occupy will be required to achieve the minimum level of competency standards for that level within the prescribed timeframe.

5.6 An individual will be given access to all relevant training to enable them to meet the

minimum requirements of the job level for which they are expected to perform.

5.7 Once an individual has completed the required competency training, a qualified assessor will assess them on their ability to fulfill this position. Qualified assessors will be made up of a mix of supervisors and/or level 4/5 employees. Upon successful assessment, the individual will be formally (in writing) confirmed into their assessed grade.

5.8 Should an individual be assessed as not having the required competencies to perform the minimum standards of the classified level, the individual's supervisor will be immediately advised by the assessor.

5.9 In the event an individual is assessed as not having the required competencies to perform at the minimum standards of the classified level, the individual will be counselled by their supervisor in the presence of the assessor. The counselling will cover, but not be limited to, reasons for the non achievement of minimum standards, any planned training and support to be provided to the individual to achieve the required minimum standards, the time frame for which the individual will have to demonstrate the required competencies/skills, the expected commitment the company expects from the individual to achieve the required competency level, the individuals rights to appeal against the assessment outcomes.

5.10 The maximum period for any retraining prior to reassessment by the qualified assessor will be limited to one calendar month.

5.11 Any formal counselling, including the agreed outcomes (as listed but not limited to in clause 5.7 above) will be confirmed in writing to the individual.

5.12 In the event an individual has been assessed below the required standard, and the following the expiry of the one calendar month retraining period (or earlier if agreed by all parties), the individual will be reassessed against the competency standards for the job level they have been assigned to. Upon successful assessment the individual will be confirmed in writing to their classification level. Should the individual be assessed as not meeting the required standards for the classified level they will be redeployed to their last level of competency.

5.13 An individual, by their own election, may choose to approach management to request redeployment to their last level of competence. The supervisor will be required to counsel the individual on the implications of their request, and confirm their new wage/classification level (if applicable). The counselling will be completed in the presence of a mutually agreed third party and the counselling details will be confirmed in writing to the individual.

POSITION DESCRIPTION	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>LEVEL ONE</p> <p>Points of entry: On commencement</p> <p>MANUAL HANDLING:</p> <p>D1. Shifts materials safely D2. Use manual handling equipment</p> <p>COMMUNICATIONS AND CALCULATIONS:</p> <p>E3. Participate in workplace communication E5. Carry out workplace calculations</p> <p>OCCUPATIONAL HEALTH AND SAFETY:</p> <p>F1. Follow OHS procedures. F2. Conduct housekeeping activities</p> <p>TEAMWORK:</p> <p>G1. Work effectively with others.</p> <p>RESOURCE MANAGEMENT:</p> <p>L1. Complete induction procedures</p>	<p>POSITION TITLE: Trainee storeworker</p> <p>A PERSON AT THIS LEVEL:</p> <p>Works under direct supervision either individually or in a team environment.</p> <p>Performs routine tasks and/or operates basic equipment requiring little or no previous training or experience. The application of knowledge and skills is limited to a narrow range of tasks and roles. Exercises limited judgement in deciding how tasks are to be performed.</p> <p>ASSESSMENT:</p> <p>Satisfactory completion of training and/or demonstrated competence in accordance with the requirements of this level. The transport and distribution training package will be the document used to determine the training requirements and assessment processes to achieve competence in all levels of classification.</p> <p>PROGRESSION PROCESS:</p>

<p>SECURITY:</p> <p>02. Follow security procedures</p>	<p>Successful completion out of 7 out of the 9 units as per the role competency matrix. Successful assessment outcomes to be achieved within the first 3 months of service based on accreditation assessment process.</p> <p>Successful accreditation will mean progression to level 2a.</p>
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POSITION DESCRIPTION	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>LEVEL TWO</p> <p>Points of entry: Storeworker level 1</p> <p>HANDLING STOCK:</p> <p>A11. Package goods (2a) A12. Pick and process orders (2a) A13. Receive goods (2d) A14. Use product knowledge to complete operations (2b) A15. Complete receiptal/despatch documentation (2d) A20. Replenish stock (2b) A21. Despatch stock (2d) A22. Participate in stocktakes (2a)</p> <p>EQUIPMENT CHECKING AND MAINTENANCE:</p> <p>B1. Check and assess operational capabilities of equipment (2c/d)</p> <p>LOAD HANDLING:</p> <p>D3. Handle dangerous and hazardous goods (2b) D4. Load and unload cargo/goods (2c/d) D10. Operate a forklift (2c) D16. Load and unload dangerous goods (2b)</p> <p>OCCUPATIONAL HEALTH AND SAFETY:</p> <p>F6. Apply emergency/accident procedures (2a) X1. Handle hazardous substances and dangerous goods (2b)</p> <p>CUSTOMER SERVICE:</p> <p>12. Apply customer service skills (2b)</p> <p>QUALITY:</p> <p>J1. Apply quality procedures (2b)</p> <p>COMPUTING AND TECHNOLOGY:</p> <p>K1. Use computer applications (2d) K3. Apply keyboard skills (2d) K4. Use computers (or scanning equipment) in the workplace (2b).</p>	<p>POSITION TITLE:</p> <p>Level 2(a): Assembly</p> <p>Level 2(b): Replenishment Hazardous goods</p> <p>Level 2(c): Forklift</p> <p>Level 2(d): Inwards goods, Despatch</p> <p>A PERSON AT THIS LEVEL:</p> <p>Works under routine supervision either individually or in a team. Applies knowledge and skills to a range of tasks and roles. Choice of action required is clear, with limited complexity in the choice. Exercises basic communication and interpersonal skills.</p> <p>ASSESSMENT:</p> <p>Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p>CLASSIFICATION REQUIREMENTS:</p> <p>Level 2(a) is an employee who has achieved competence and graduated from level 1 and has demonstrated and applies competence in the 4 competency units as defined in the "role competency matrix".</p> <p>Level 2(b) is an employee who has achieved accreditation in all level 2(a) competency units and has demonstrated and applies competence in the 8 competency units as defined in the "role competency matrix".</p> <p>Level 2(c) is an employee who has achieved accreditation in all level 2(a) and 2(b) competency units and has demonstrated and applies competence in the 3 competency units as defined in the "role competency matrix".</p> <p>Level 2(d) is an employee who has achieved accreditation in all level 2(a), 2 (b) and 2(c) (if previously accredited as a forklift driver) competency units and has demonstrated and applies competence in the 7 competency</p>

units as defined in the "role competency matrix". Progression from level 2(a) to level 2(b) is automatic providing the employee has achieved demonstrated competence in the competency units for level 2(a).

Progression to level 2(c) will be based on the required number of forklift drivers for the business operations.

Progression to level 2(d) is automatic providing the employee has achieved demonstrated competency in the competency units for level 2(a), 2(b) and 2(c) (as appropriate).

An employee must achieve accreditation for their respective level within 3 months of taking up the position.

PROGRESSION PROCESS:

Progression to level 3 will be vacancy controlled via the company internal advertising policy. Employees at levels 2(d) will have the capacity and qualifications for entry to level 3.

POSITION DESCRIPTION	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>LEVEL THREE Points of entry: Storeworker level 2</p> <p>HANDLING STOCK:</p> <p>A16. Use inventory systems to organise stock control (3b/c)</p> <p>A17. Product knowledge applied to organise work operations (3a/b/c)</p> <p>A25. Manage temperature controlled stock (3b/c)</p> <p>EQUIPMENT CHECKING AND MAINTENANCE:</p> <p>B2. Test equipment and isolate faults (3b/c)</p> <p>COMMUNICATIONS AND CALCULATIONS:</p> <p>E4. Prepare workplace documents (3a/b/c)</p> <p>E8. Process workplace documents (3a/b/c)</p> <p>OCCUPATIONAL HEALTH AND SAFETY:</p> <p>F4. Organise OHS procedures in the workplace (3b/c)</p> <p>QUALITY:</p> <p>J2. Apply quality systems (3a/b/c)</p> <p>COMPUTER AND TECHNOLOGY:</p> <p>K2. Use infotechnology in the workplace (3b/c)</p>	<p>POSITION TITLE:</p> <p>Level 3(a): DD assembly DD despatch (Laverton only)</p> <p>Level 3(b): Inventory control Product positioning Damaged goods</p> <p>Level 3(c) DD inventory control</p> <p>A PERSON AT THIS LEVEL:</p> <p>Works under limited supervision either individually or in a team environment performing a variety of tasks requiring knowledge of warehousing practices and procedures and/or requiring skills obtained through training or experience.</p> <p>Application of technical skills within the scope of duties being performed. May assist a qualified assessor or trainer to undertake assessment and training provided that those arrangements are consistent with the transport and distribution training package. Exercises good communication and interpersonal skills.</p> <p>ASSESSMENT:</p> <p>Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p>

CLASSIFICATION REQUIREMENT:

Level 3(a) is an employee who has achieved competence in level 2(d) and has demonstrated and applies competence in the 4 competency units as defined in the "role competency matrix". Level 3(b) is an employee who has achieved level 2(d) and has demonstrated and applies competence in the 9 competency units as defined in the "role competency matrix". Level 3(c) is an employee working in "DD" who has achieved level 2(d) and has demonstrated and applies competence in the 9 competency units as defined in the "role competency matrix".

An employee must achieve accreditation for their respective level within 3 months of taking up the position.

PROGRESSION PROCESS:

Progression to level 4 will be vacancy controlled via the company internal advertising policy. Employees at Level 3(b) or (c) will have the capacity and qualification for entry to Level 4.

POSITION DESCRIPTION	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>LEVEL FOUR</p> <p>Points of Entry: Storeworker level 3</p> <p>HANDLING STOCK:</p> <p>A18. Organise despatch operations A19. Organise receival operations A23. Co ordinate stocktakes AX. Organise assembly operations</p> <p>COMMUNICATIONS AND CALCULATIONS:</p> <p>E6. Collect and present workplace data and information</p> <p>OCCUPATIONAL HEALTH AND SAFETY:</p> <p>F3. Implement and monitor OHS procedures</p> <p>TEAMWORK:</p> <p>G2. Lead work team or group</p> <p>RESOURCE MANAGEMENT:</p> <p>L3. Conduct induction process</p> <p>TRAINING:</p> <p>M1. Prepare for training M2. Deliver training M3. Review training</p> <p>ASSESSMENT:</p> <p>N1. Conduct assessment in accordance with</p>	<p>POSITION TITLE: Leading Hand Controllers (A Frame and Despatch)</p> <p>A PERSON AT THIS LEVEL:</p> <p>Under general supervision either individually or in a team environment performs work requiring a high level of skills/knowledge of stores, warehousing and distribution activities. Exercises independent judgement in deciding how tasks are to be performed, and has authority to adapt work methods in dealing with non standard problems. Applies judgement, initiative and flexibility to resolve day to day difficulties within their area of responsibility.</p> <p>ASSESSMENT:</p> <p>Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p>CLASSIFICATION REQUIREMENT:</p> <p>Level 4 is an employee who has achieved competence in level 3(b)/(c) and has demonstrated and applies competence in 11 of the 14 competency units as defined in the "role competency matrix". An employee must achieve accreditation within 3 months of taking up the position. The additional 3 competency units being M1, M2, M3 must be achieved within 5 months of taking up the position.</p> <p>PROGRESSION PROCESS:</p>

established assessment procedures N2. Extensions unit plan and review assessment N3. Develop assessment tools	Progression to level 5 will be vacancy controlled via the company internal advertising policy. Employees at level 4 will have the capacity and qualifications for entry to level 5.
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POSITION DESCRIPTION	POSITION TITLE/DELEGATES RESPONSIBILITIES
<p>LEVEL FIVE</p> <p>Points of Entry: Storeworker level 4</p> <p>Handling stock:</p> <p>A18. Organise despatch operations A19. Organise receipt operations A23. Co ordinate stocktakes AX. Organise assembly operations</p> <p>COMMUNICATIONS AND CALCULATIONS:</p> <p>E6. Collect and present workplace data and information</p> <p>OCCUPATIONAL HEALTH AND SAFETY:</p> <p>F3. Implement and monitor OHS procedures</p> <p>TEAMWORK:</p> <p>G2. Lead work teams or groups</p> <p>RESOURCE MANAGEMENT:</p> <p>L3. Conduct induction process</p> <p>TRAINING:</p> <p>M4. Prepare for training (category 2) M5. Deliver training (category 2) M6. Review training (category 2)</p> <p>ASSESSMENT:</p> <p>N1. Conduct assessment in accordance with established assessment procedures N2. Extensions unit plan and review assessment N3. Develop assessment tools</p>	<p>POSITION TITLE: Team Leader</p> <p>A PERSON AT THIS LEVEL:</p> <p>Under general supervision either individually or in a team environment performs work requiring a high level of skills/knowledge of stores, warehousing and distribution activities. Exercises independent judgement in deciding how tasks are to be performed, and has authority to adapt work methods in dealing with non-standard problems. Applies judgement, initiative and flexibility to resolve day to day difficulties within their area of responsibility. Exercises good communication and interpersonal skills and is responsible for the co ordination, supervision and conduct of work for more than 15 employees.</p> <p>And/or applies highly developed quality control techniques or is responsible for the operation of complex technology.</p> <p>ASSESSMENT:</p> <p>Satisfactory completion of training and/or demonstrated competence in accordance with the requirements for this level. The transport and distribution training package will be the document used to determine training requirements and assessment processes.</p> <p>CLASSIFICATION REQUIREMENT:</p> <p>Level 5 is an employee who has achieved competence in level 4 and has demonstrated and applies competence in all 14 competency units M4, M5, M6. A level 5 employee must achieve accreditation for this role within 2 months of taking up the position.</p> <p>PROGRESSION PROCESS:</p> <p>Level 5 will be vacancy controlled via the company internal advertising policy. Employees at level 4 will have the capacity and qualifications for entry to level 5.</p>

ROLE COMPETENCY MATRIX

LEVEL ONE - ON COMMENCEMENT (Legend: X compulsory units - 0 elective units)

Competency unit	D1	D2	E3	E5	F1	F2	G1	L1	O2
	0	0	X	0	X	X	X	X	X

LEVEL TWO

(Legend: X compulsory units)

Competency unit	A11	A12	A13	A14	A15	A20	A21	A22	B1	D3	D4	D10	D16	F6	X1	12	J1	K1	K3	K4
2 (a)	X	X						X						X						
2 (b)	X	X		X		X		X		X			X	X	X	X	X			X
2 (0	X	X		X		X		X	X	X	X	X	X	X	X	X	X			X
2 (d)	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X

ROLE COMPETENCY MATRIX

LEVEL THREE

(Legend: X compulsory units)

Competency unit	A16	A17	A25	B2	E4	E8	F4	J2	K2
3 (a)		X			X	X		X	
3 (b)	X	X	X	X	X	X	X	X	
3 (0	X	X	X	X	X	X	X	X	

LEVEL FOUR

(Legend: X compulsory units - 0 units to be completed with 5 months of taking up position)

Competency unit	A18	A19	A23	AX	E6	F3	G2	L3	M1	M2	M3	N1	N2	N3	X1	12	J1	K1	K3	K4
	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

LEVEL FIVE

(Legend: X compulsory units - 0 units to be completed with 2 months of taking up position)

Competency unit	A18	A19	A23	AX	E6	F3	G3	L3	M4	M5	M6	N1	N2	N3	X1	12	J1	K1	K3	K4
	X	X	X	X	X	X	X	X	0	0	0	X	X	X	X	X	X	X	X	X

APPENDIX 2 - SIGMA MANUFACTURING

The following conditions shall apply to all Sigma manufacturing sites:

1. Afternoon Shift - 3.00 pm to 11.00 pm

Based on work requirements, the company, may, from time to time, need to work an afternoon shift in one or more work centres. The number and skills necessary for the afternoon shift will depend on the needs of the business.

Following current practice, volunteers with the necessary skills agree to work on the afternoon shift from time to time. For purposes of common sense and practicability it is assumed that each operating site will in the first instance seek volunteers from within its own field of employees. In such cases where volunteers are not available then volunteers can be called for from all other Sigma sites.

Terms and conditions applicable to the employees working on the afternoon shift will be as per the agreement.

It is not the intention of the parties to disadvantage the company or any employees through this clause.

Penalty rates applying to shifts that do not continue for at least 5 days, by mutual

agreement, may not apply. This agreement could apply in instances of employees attending OH&S training, trade union training courses or for personal and/or leave reasons.

Employees engaged after 1 April 1999 shall be advised prior to their engagement and again on appointment that they could or will be required to work shift work. All such employees will work or change to the required shifts on the provision of two weeks notice.

2. Allowances

The following allowances shall apply during the life of the agreement.

	Effective 1/10/04 \$	Effective 01/10/05 \$	Effective 1/10/06 \$			
Mask (per day)	1.94	2.03	2.14			
Gowning (when working in micro biologically clean areas) (per day)	4.18	4.39	4.61			
Respirator (per hour)	0.64	0.67	0.70			
Raw materials						
(Croydon only) (per week)	\$17.44	\$18.31	\$19.23			
Weather						
(Clayton only) (per week)	\$20.20	\$21.21	\$22.27			
Fork lift (per week)	\$18.96	\$19.91	\$20.90			
	Per hour	Per day	Per hour	Per day	Per hour	Per day
Leading hand						
6 or more	0.81	0.65	0.85	6.87	0.90	7.22
3 - 5	6.55	5.24	0.68	5.50	0.72	5.78
1 -2	0.59	4.72	0.61	4.95	0.65	5.20

3. Classification & competency standards

The parties completed a review of classifications applicable to Sigma during 2000-2001.

The new classification structure, as agreed, has been inserted at clause 13 of this appendix.

4. Performance improvement group

Sigma Pharmaceutical aims to form appropriate work place groups to identify ways of improving performance in the selected areas.

These groups would typically consist of some employees selected from a work area and are likely to include employees from various unions as well as supervisors/managers.

Management expects improvements identified to be implemented by the work group within the company's normal financial and budgetary constraints.

It is agreed that any changes which involve changes to employee work practices would be discussed with the employees affected by such change and the relevant delegates. The delegates may refer to their union organiser if they believe this to be necessary.

NB: The company provides an assurance that the introduction of performance measures will not result in the forced retrenchment of any employees.

5. Performance measures

The company is committed to the use of performance measures as part of its ongoing quality and efficiency strategies.

Sigma has utilised performance measurement in various operations historically and wishes to

further utilise performance measurement.

Accordingly, we seek to develop and implement further agreed performance measures under this agreement, including financial and non financial measures.

In addition, the parties will participate in cross functional groups consisting of multi union and management representatives with relevant knowledge and specific skills in the area under consideration to identify appropriate measures.

Undertake necessary agreed training programs in order to acquire necessary skills.

Participate in the necessary activities to ensure that collection and record keeping are achieved with accuracy.

While not an exhaustive list of areas / items to be reviewed examples of such would be:

- machinery
- machine change over times (stop to start - saleable product)
- wastage rates
- units produced per machine hour/labour hour
- effective utilisation of lab instrumentation
- accuracy of output
- accuracy and timeliness of transactions (stock, financial)

6. Quality certification

All parties covered by this agreement agree to take all necessary steps towards the quality certification of supplies in order to improve the efficiency of the production process.

7. Relocation

The parties have confirmed the arrangements regarding the staged transfer of Sigma operations and employees to South Croydon as documented in an exchange of letters dated 20th June 1997.

This will be used when eventually it is necessary for individual positions to move to South Croydon as part of the overall development of the South Croydon site.

8. September Recreation Day

Employees may take September Recreation Day by mutual agreement, subject to Sigma's operational requirements, during the period of January to November of each year. The taking of Recreation Day will be subject to the following conditions:

- I. The day can be taken in the week prior to or after Easter, and
- II. They cannot be taken on the day before or after a public holiday.

9. Twelve hour shifts

Based on work requirements, the company may from time to time require employees to work 3 consecutive days of 12 hours per day within one week. This provision will increase the utilisation of equipment, extend the flexibility of some work areas and provide an alternative working arrangement for employees.

9.1 Notice period

The company will provide a minimum of 3 weeks' notice of the commencement and a minimum of 2 weeks' notice prior to termination of a 3 x 12 hour arrangement. However, subject to an agreement by the employees concerned, these arrangements may commence with a lesser period of notice.

9.2 Selection process

The numbers and skills necessary will depend on the needs of Sigma. The company will initially seek volunteers with the necessary skills from the particular work area. Should insufficient volunteers be found, the 12 hour day option would be offered to employees in other areas who have the necessary skills. Should too many volunteers be found the company will give preference to employees from the affected section.

The working of a 12 hour day during this agreement will be on a voluntary basis. However, in recognition of the business needs and the wage increases to be paid, the site consultative committee agrees that all efforts will be made to enable the planned production to be completed.

9.3 Duration

Any 3 x 12 hour arrangement will continue for a minimum of 6 weeks. No employee will be required to work more than 6 months of 3 x 12 hour day arrangements in any 12 month period.

9.4 Days of the week

The 3 x 12 hour arrangement will apply to the days Monday to Friday, that is, an employee would work either Monday, Tuesday, Wednesday or Wednesday Thursday and Friday.

9.5 Hours of work

An employee working a 12 hour day would start at 7.00 am and finish at 7.00 pm.

9.6 Meal times and rest periods

One 30 minute meal break and three 10 minutes rest periods will be provided and counted as time worked. These breaks will be taken or staggered so that the production process is continuous for 12 hours.

9.7 Rostered days off

Employees working 3 x 12 hour days do not accumulate time towards RDO's, that is; they work an actual 36 hour week. Because of the overlap of two 12 hour groups on a Wednesday, 8 hour employees agree to be flexible in the area in which they are deployed on such days.

9.8 Public holidays

Where a public holiday falls during a week, all employees working the 12 hour day arrangement will receive an individual roster indicating the consecutive days to be worked in that week. Those employees will therefore be paid 36 hours worked plus an additional 8 hours pay at normal rate to cover the public holiday.

9.9 Sick leave

An employee on the 12 hour day arrangement who is away sick for the whole day would receive 12 hours sick pay. The total current sick entitlement remains unchanged.

9.10 Normal hours

For the purpose of this arrangement, normal hours will be 7.00 am to 7.00 pm.

9.11 Overtime

Where a 3 x 12 hour day employee works in excess of 12 hours per day, he would be entitled to time and a half for the first 2 hours and double time thereafter. These penalty arrangements will also apply to any 3 x 12 hour employee working in excess of 36 hours during any one pay period. For instance, an employee who works 3 x 12 hours plus 1 x 8 hours in any week would receive standard penalty rates for the fourth day.

9.12 Trial period

The 3 x 12 hour shift arrangement will be introduced on a trial basis during the life of this agreement. The parties acknowledge that it is not possible to predict the success or duration

of this new shift arrangement, nor is it possible to predict the number of employees likely to be involved in this shift. However, it is agreed that no more than a total of 10 employees at any one plant, will be involved in 12 hours shifts at any one time.

The company, upon settlement of this enterprise agreement, will call for volunteers on a needs basis, to work 3 x 12 hour shifts.

The company, in its planning for anticipated volume and product mix, does not anticipate any 3 x 12 hour shifts lasting more than 6 months during any 12 month period.

The 3 x 12 hour shift arrangements during the life of this agreement will be regarded as a trial period, and all aspects of the 3 x 12 hour shift arrangement will be open to review during the negotiation of the next enterprise agreement.

10. Working hours

Ordinary working hours will be between 6.00 am and 6.00 pm, Monday to Friday. Employees will be asked to volunteer to work varying shifts with starting times between 6.00 am and 10.00 am. The numbers and skills necessary for each starting time will be dependant on the needs of the business. Subject to the possession of the necessary skills, allocation of employees will be on the basis of volunteers, but if the volunteers are insufficient a fixed roster would be introduced. The mechanism for setting up the roster will be decided by a sub committee of this Consultative Committee, so as to ensure sufficient employees possessing the required skills and competency are available to work the specified shifts. Where appropriate, payment for higher duties will be as per this agreement.

The role of the subcommittee will be to establish the mechanism by which the roster will be developed and operated. The mechanism should ensure the company's operating requirements and an individual's request on compassionate grounds are accommodated so that the production requirements are achieved.

Employees engaged after 1 April 1999 shall be advised prior to their engagement and again on appointment that they could or will be required to commence their days work at a number of possible starting times which will allow for their days work to be completed within the agreed spread of hours. All such employees will work or change to the required starting time on the provision of two weeks notice.

11. Employment of casuals

The Company wishes to employ casual employees other than tradesmen as defined in the appropriate Award in circumstances where short term or irregular work requirements exist.

The Company agrees to offer overtime firstly to permanents, followed by seasonals and lastly to casual employees, conditional on the permanents and/or seasonals possessing the appropriate skills and meeting the relevant performance standards.

In the event that a query arises regarding the potential excessive use of casuals, the matter may be referred to the appropriate Departmental Manager, and if necessary the Consultative Committee or relevant Union for resolution.

12. Seasonal employment

The period of employment for which each seasonal can be engaged in Sigma Pharmaceuticals shall be a minimum of four weeks and a maximum of twelve weeks. In addition there shall be not more than one seasonal employee to four full time employees employed at any time.

13. SPL classification structure

UNIT (Core)	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
New starter	1.0 Induction program					
Communication	1.1 Apply basic workplace communication	2.1 Apply workplace communication skills	3.1 Apply advanced workplace communication		5.1 Manage, analyse and present workplace	6.1 Establish and manage effective workplace

	skills		skills		information	relationships 6.2 Manage workplace information
OH&S	1.2 Apply basic OH&S practices	2.2 Follow OH&S principles & procedures	3.2 Implement OH&S principles & procedures	4.1 Apply appropriate OH&S principles & procedures	5.2 Monitor the implementation of OH&S	6.3 Develop and maintain a safe work place & environment
Calculations	1.3 Basic numeracy					
Quality assurance	1.4 Apply basic QA practices	2.3 Apply QA practices	3.3 Implement the quality system			
GMP	1.5 Apply basic GMP	2.4 Apply GMP	3.4 Implement GMP in section	4.2 Apply appropriate GMP/QA principles & procedures	5.3 Monitor the implementation of GMPQA in section	
Workplace processes	1.6 Work in a team to achieve designated tasks	2.5 Work in a team to achieve designated tasks	3.5 Participate in allocation and completion of team tasks	4.3 Apply continuous improvement skills 4.4 Participate & monitor employee skills development	5.4 Apply continuous improvement & validation skills 5.5 Apply employee management & development skills 5.6 Perform administrative & documentation requirements	6.4 Implement and monitor continuous improvement systems and processes 6.5 Participate in, lead and facilitate teams 6.6 Manage personal work priorities and professional development 6.7 Provide leadership in the workplace 6.8 Manage operations to achieve planned outcomes

Area competency standards Level 4,5 & 6 are appointed positions only

Packaging non-sterile	1.7 Perform basic packaging processes	2.6 Perform packaging processes 2.7 Label store	3.6 Operate advanced packaging processes	4.5 Perform machinery/equipment activities	5.7 Operate packaging systems	6.9 Co-ordinate packaging systems
Packaging sterile	1.8 Perform basic sterile packaging processes	2.8 Perform sterile packaging processes	3.7 Operate advanced sterile packaging processes		5.8 Operate sterile packaging systems	6.10 Co-ordinate sterile packaging systems
Manufacturing non-sterile	1.9 Perform basic manufacturing processes	2.9 Perform manufacturing processes 2.10 Dispensary 2.11 Washbay	3.8 Operate advanced manufacturing processes		5.9 Operate manufacturing systems	6.11 Co-ordinate manufacturing systems
Manufacturing sterile		2.12 Apply aseptic techniques 2.13 Perform sterile manufacturing processes	3.9 Operate advanced sterile manufacturing processes		5.10 Operate sterile manufacturing systems	6.12 Co-ordinate sterile manufacturing systems

Stores	1.10 Perform basic stores processes	2.14 Perform stores processes	3.10 Perform advanced stores processes		5.11 Operate stores systems	6.13 Co-ordinate stores systems
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APPENDIX 3 - CLERICAL CLASSIFICATION STRUCTURE

1.1 Grade 1 assistant

1.1.1(a) Employees in this grade perform and are accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

1.1.1(b) Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

1.1.1(c) Employees may be required to train other employees in the skills of their own grade by means of personal instruction and demonstration.

1.1.2 Machine operation - skill level 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

1.1.3 Information handling skills - skill level 1

1.1.3(a) Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations;

1.1.3(b) Prepare and collate documents;

1.1.3(c) Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

1.1.4 Enterprise/industry/specialist skills - skill level 1

Acquire and apply a limited knowledge of office procedures and requirements.

1.2 Grade 2 officer 1

1.2.1(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in group 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.

1.2.1(b) Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

1.2.1(c) Employees may be required to train other employees in the skills of their own group and below by means of personal instruction and demonstration.

1.2.2(a) Machine operation - skill level 2

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

1.2.2(b) Computer - skill level 1

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

1.2.2(c) Keyboard typing - skill level 1

Copy type at 25 words per minute with 98% accuracy.

1.2.3 Information handling skills - skill level 2 1.2.3(a) Maintain mail register and records;

1.2.3(b) Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;

1.2.3(c) Transcribe information into records, complete forms, take telephone messages.

1.2.4 Enterprise/industry/specialist skills - skill level 2

1.2.4(a) Acquire and apply a working knowledge of office or sectional operating procedures and requirements;

1.2.4(b) Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

1.2.5 Business/financial skills - skill level 1 1.2.5(a) Keep appropriate records;

1.2.5(b) Sort, process and record original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis, maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

1.3 Grade 3 officer 2

1.3.1(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in group 2.

1.3.1(b) They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general.

1.3.1(c) Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

1.3.1(d) Employees may be required to train other employees in the skills of their own group and below by means of personal instruction and demonstration.

1.3.2(a) Machine operation - skill level 3

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

1.3.2(b) Keyboard typing - skill level 2

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

1.3.2(c) Computer - skill level 2

1.3.2(c) (i) Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result, graph previously prepared spreadsheet, use simple menu utilities of personal computer.

1.3.2(c) (ii) Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports.

1.3.2(c) (iii) Use a central computer resource to an equivalent standard.

1.3.2(d) Word processing - skill level 1

1.3.2(d) (i) Use one or more software packages to create, format, edit, proof read, spellcheck, correct, print and save text documents, e.g. standard correspondence and business documents.

1.3.2(d) (ii) Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

1.3.3 Secretarial - skill level 1

1.3.3(a) Take shorthand notes at 70 wpm and transcribe with 95% accuracy.

1.3.3(b) Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

1.3.4 Enterprise/industry/specialist skills - skill level 3

1.3.4(a) Apply a working knowledge of the organisation's products/services, functions, locations and clients.

1.3.4(b) Respond to and act upon most internal/external inquiries in own function area.

1.3.5 Information handling skills - skill level 3

1.3.5(a) Use and maintain a computer-based record management system to identify, access and extract information from internal sources.

1.3.5(b) Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

1.3.6 Business/financial skills - skill level 2

Maintain financial records and journals, collect and prepare time and wages records, prepare accounts payable for authorisation, respond to simple account queries from debtors, post transactions to ledger.

1.3.7 Employees holding a Certificate of Office and Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in group 3 shall be graded at group 3 or above.

1.4 Grade 4 officer 3

1.4.1(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in group 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

1.4.1(b) Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

1.4.1(c) Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

1.4.2(a) Keyboard typing - skill level 3

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face, produce documents requiring specified form or to comply with regulations or standards.

1.4.2(b) Computer - skill level 3

Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop new basic databases or spreadsheet models, spreadsheet, perform reconciliation.

1.4.2(c) Word processing - skill level 2

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, e.g. to produce financial statements, printed forms, sorting, boxed, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

1.4.3 Secretarial

Take shorthand notes at 100 wpm and transcribe at 95% accuracy; manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

1.4.4 Enterprise/industry/specialist skills - skill level 4

1.4.4(a) Provide detailed advice and information of the organisation's products and services, respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison, explain organisation's viewpoint to clients and appropriate persons, using knowledge of internal/external regulatory requirements related to own function area.

1.4.4(b) Acquire and use specialist vocabulary, i.e. technical/ medical/legal within the scope of this group.

1.4.5 Information handling skills - skill level 3

1.4.5(a) Create new forms of files and records as required using computer-based records systems e.g. databases, libraries, local authorities.

1.4.5(b) Access, identify and extract information as required from external sources, e.g. databases, libraries, local authorities.

1.4.6 Business/financial skills - skill level 3

Prepare cash payment summaries, banking reports, apply purchasing and inventory control requirements, reconcile debtors, creditors and general ledger accounts to balance, follow up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes, calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation, calculate stock valuations, prepare bank reconciliations, calculate costings using established formulae for all inputs and margins.

1.4.7 Supervisory - skill level 1

Allocate work tasks to individuals, check work progress and correct errors.

1.5 Grade 5 administration officer 1

1.5.1(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in group 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

1.5.1(b) Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below.

1.5.1(c) Employees may be required to train other employees in the skills of their own group and below by means of personal instruction and demonstration.

1.5.2(a) Computer - skill level 4

1.5.2(a) (i) Use a variety of application software packages within a micro/personal computer network including importing data from one package to another.

1.5.2(a) (ii) Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements.

1.5.2(a) (iii) Use advanced spreadsheet functions (e.g. macro functions etc.) to enhance operation of spreadsheet.

1.5.2(a) (iv) Use a central computer resource to an equivalent standard.

1.5.2(b) Word processing - skill level 3

1.5.2(b) (i) Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents.

1.5.2(b) (ii) Apply knowledge of desk top publishing to integrate complex documents.

1.5.2(b) (iii) Apply advanced functions including macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets.

1.5.2(b) (iv) Apply complex maths functions.

1.5.3 Secretarial - skill level 3

Take shorthand notes at 120 wpm and transcribe at 95% accuracy, attend executive/organisational meetings and take minutes, answer executive correspondence from verbal or rough handwritten instructions, organise teleconferences.

1.5.4 Enterprise/industry/specialist skills - skill level 5

1.5.4(a) Apply detailed knowledge of industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies.

1.5.4(b) Indicative specialist skills include:

1.5.4(c) Apply detailed knowledge of customs law and regulations to overseas sales and ordering.

1.5.4(d) Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiative purchasing.

1.5.4(e) Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

1.5.5 Information handling skills - skill level 5

Develop, plan and implement new paper based/manual filing records systems for the enterprise, assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.

1.5.6 Business/financial skills - skill level 4

1.5.6(a) Prepare accounts to trial balance, prepare end of period adjustments and transfers using general journal, prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns, reconcile general ledger accounts, determine costings by calculating input costs and margins.

1.5.6(b) Apply detailed knowledge of organisations credit terms to new accounts and to follow up significant debtors, prepare periodic debtor statements.

1.5.7 Supervisory - skill level 2

Resolve operational problems for staff in lower grades, co-ordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

1.6 Grade 6 administration officer 2

1.6.1(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in group 5. They are responsible and accountable for their own work, and may have limited responsibility for a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.

1.6.1(b) Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the exercise of any one or more of the skill

levels numbered set out below.

1.6.1(c) Employees may be required to train other employees in the skills of their own group and below by means of personal instruction and demonstration.

1.6.2 Computer - skill level 5

Operating/co-ordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular backups and restores.

1.6.3 Enterprise/industry/specialist skills - skill level 6

1.6.3(a) Apply knowledge of the organisation's objective, performance, apply specialist knowledge in areas such as projected growth, product trends and general industry conditions, e.g.:

1.6.3(a) (i) knowledge of competitors and major clients market structure in the performance of own responsibilities;

1.6.3(a) (ii) import/export activities.

1.6.3(b) Indicative specialist skills include:

1.6.3(b) (i) Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities.

1.6.3(b) (ii) Administration of workers compensation claims, insurance and disputed claims.

1.6.4 Supervisory - skill level 3

Plan and organise work priorities of a unit or section, reschedule workloads as necessary and resolve operations problems for unit or section, monitor work quality of those supervised, use observations, diagnosis and intervention skills to ensure unit/section meets objectives, organise and chair necessary work meetings/conferences, assist in planning future sectional/office organisational resources and equipment needs.

1.6.5 Business/financial skills - skill level 5

Administer individual salary packages, travel expenses and allowances, company transport. Administer specialised salary and payroll requirements e.g. eligible termination payments, superannuation trust deed requirements, redundancy calculations, maintenance support schemes, etc.

1.6.6 Secretarial

As well as having shorthand skills of skill level 3, arrange conferences and external meetings, including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation, originate executive correspondence, assist executive in preparing, attending and following up appointments, interviews, meetings, etc., assume responsibility for designated areas of executive's work, on delegated authority.