

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/98

TITLE: Pfizer Pty Ltd (West Ryde) Enterprise Agreement 1999

I.R.C. NO: 2000/1155

DATE APPROVED/COMMENCEMENT: 1 August 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are engaged pursuant to the Pfizer Pty Limited (West Ryde) Agreement at the West Ryde plant

PARTIES: PFIZER Pty Ltd -&- The Australian Workers' Union, New South Wales

PFIZER PTY LTD

(WEST RYDE)

ENTERPRISE AGREEMENT

1999



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PART A - FORMALITIES OF AGREEMENT

1. TITLE

This Agreement shall be known as the Pfizer Pty. Ltd. Enterprise Agreement 1999.

2. APPLICATION AND PARTIES BOUND

This Agreement provides for the employment arrangements for persons employed by Pfizer Pty. Ltd ("the employer") for whom skills and responsibilities are contained in this Agreement. This Agreement shall be binding upon the employer and each person employed from time to time in the work covered by this Agreement and the Australian Workers Union ("the union"), and its members. This Agreement shall apply to Pfizer's plant at West Ryde, New South Wales.

3. OBJECTIVES

The parties agree that the basic objectives of this Agreement are:

- to provide a guide for the conduct of every-day relationships between the employer and the employees; and
- to provide guaranteed terms of employment and provide skill related career paths which provide incentives for employees to further develop skills and to allow the introduction of new technology and procedures to enhance Pfizer (Australia)'s competitive position within the global manufacturing network; and
- provide continuity of production and distribution of Pfizer's product; and
- extend the capacity of the operating hours of the plant to enable quick response to changed market factors or new product lines or methods; and
- to provide mechanisms to allow production lines to run without interruption including staggering breaks, quick shift changeovers and extended shift options; and
- to provide a means of identifying and settling grievances and/or disputes which threaten the maintenance of a harmonious and productive environment; and
- to eliminate waste, errors, and inefficient policies, practices and procedures including but not limited to working hours, work methods, demarcations in the day to day practical requirements of modern pharmaceutical production plants.

4. DATE AND PERIOD OF OPERATION

This Agreement shall come into force on 1st August, 1999 and shall operate for a period of two years from that date.

5. DEFINITIONS

"The employer" or "employer" or "company" - Pfizer Pty. Ltd.

"Agreement" - the Pfizer Pty. Ltd. Enterprise Agreement 1999.

"Act" - means the Industrial Relations Act 1996 (NSW) as amended from time to time

"IRC"- means the New South Wales Industrial Relations Commission.

"employer's premises" or "company premises" - shall mean the property or properties owned, leased or controlled by the employer where employees covered by this Agreement work, or usually work.

"fairness in rostering" - the principle that all employees can be required to work at times which allow sharing of the rosters which are the least popular among staff to work

"engagement" - for the purpose of Clause 19 (Casual Employment) shall be deemed to be the period or periods for which the employer notified the employee that he or she is so required to attend on any one day, provided that each period of engagement shall stand alone.

"Traineeship" - is a system comprising structured on-the-job training and may include off-the-job training in a recognised and relevant training institution (also known as Australian Traineeship System).

"Trainee" - is an employee who on commencement is bound by a training agreement.

"Mutually agreed" - where an issue is agreed between the effected persons which was not entered into under duress.

"The Union" - for the purpose of this agreement this shall mean the Australian Workers Union. (AWU).

"Seasonal" - defines casual employment related to the manufacture of products to meet a sales demand for a specific sales or time period. eg; Intramammary products, not extending beyond 6 months with agreement between the parties.

6. AGREEMENT TO BE AVAILABLE

This Agreement will be made available at the following locations:-

- Warehouse
- Laboratory
- Core Area
- Engineering workshop
- Packaging Floor

7. CONSULTATIVE COMMITTEE

It is proposed that a Consultative Committee, in consultation with Union, be established pursuant to a charter during the life of this agreement. It is proposed that the Consultative Committee be an integral part of the organisation of work of the employer. For this reason it is imperative that members of the Committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner. The

Committee should consist of sufficient employee and management representatives to enable the Committee to function according to its charter.

8. EXTENSION OF AGREEMENT

The parties acknowledge this Agreement **may** be extended to operations of the business in a place(s) other than the business premises at West Ryde, New South Wales. In such an event, this Agreement may be extended to cover new operations without recourse to the employees engaged at West Ryde. The employer and the union commit to enter into discussions prior to any application being made to vary this Agreement to accommodate a new facility. Provided always that such a new facility is within the State of New South Wales.

9. SINGLE BARGAINING UNIT

For the purpose of negotiating an Enterprise Agreement a single bargaining unit was established consisting of management and employee representatives of the various divisions and sections of the business. The employer recognises the role played by the union in the process and encourages employees to do likewise.

9A. NO EXTRA CLAIMS

All parties agree that during the life of the current Enterprise Agreement, no party will raise any further claims relating to the terms and conditions of this Agreement. Changes to the terms and conditions can be made provided that they are mutually agreed to by both parties.

10. RELATIONSHIP TO AWARDS

This Agreement will prevail to the extent of any inconsistency over the following parent awards being the Drug Factories (State) Award and the Warehouse Employees Drug (State) Award.

11. TERMS OF ENGAGEMENT

11.1 Employment types can be full time, part time, casual or temporary (seasonal). Except for casual and temporary employees, the letter of employment of service shall be on a monthly basis. On engagement, the employer and the employee concerned shall commit to writing the nature of the employment type and any special conditions which may attach to the letter of offer (eg apprenticeship). Each employee as part of the engagement and induction process, regardless of their employment type, shall be given access to, a current copy of the employer's Human Resources Policy and Procedures Manual, and the Enterprise Agreement.

11.2 Each of the employment types referred to in 11.1 is defined, for the purposes of this Agreement as follows:

11.2.1 A full time employee is an employee engaged to work a minimum of 152 hours per month.

11.2.2 A part time employee is engaged to work less hours than a full time employee and is entitled to the benefits of this Agreement on a pro-rata basis using their average monthly hours as a fraction of 152 to determine the benefit level. A part time employee should be engaged for a minimum of 9.5 hours per week.

11.2.3 A casual employee is an employee engaged and paid by the hour who is not entitled to the benefits of monthly employment but who is paid a rate of pay higher than a monthly employee to compensate for, among other things, the uncertainty of tenure and paid leave. Each engagement of a casual stands alone and there is no obligation on either party to maintain an on-going relationship.

11.2.4 A temporary (seasonal) employee is one who is engaged on a regular basis, such as full time, but for a specified period of time which may be subject to change/extension by agreement between the parties.

11.3 Probation

11.3.1. There shall be an initial fixed term probationary period of employment not exceeding three months for all new employees, during which time the employee will be engaged on a probationary basis. This probationary period will facilitate the assessment by the employer of the skills and capacity of the employee, and allow the employer and the employee to determine if they wish to continue with the employment relationship.

11.3.2 At the commencement of employment the employer shall inform new employees of the duration of the probationary period.

11.3.3 Should an employee not be able to demonstrate the skill level or ability to exercise the degree of responsibility required for the position, the employee may be dismissed with one days notice before the end of the probationary period.

11.3.4 At any time during the probationary period an employee may terminate the employment relationship by giving one days notice to the employer.

11.3.5 Should the employee demonstrate the level of skill and ability to exercise the degree of responsibility required for the position at any time during the probationary period, the company and employee may agree to cease the probationary period and confirm the employees engagement in one of the categories contained in Clause 14 of this Agreement.



11.4 Termination of Employment

11.4.1 Notice of Termination by Employer

11.4.1.1 In order to terminate the employment of a monthly hired employee, post probation, the employer shall give one month's notice. For practical purposes, this shall mean four calendar weeks.

11.4.1.2 Payment in lieu of the notice prescribed in 11.4.1 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.

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

11.4.1.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

11.4.1.5 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.

11.4.1.6 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 or her employment and the classification of or the type of work performed by the employee.

11.4.1.7 Notwithstanding the provisions of 11.4.1 the employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal and in such cases the wages shall be paid up to the time of dismissal only.

11.4.2 Notice of Termination by Employee

11.4.2.1 The notice of termination required to be given by an employee shall be the same as that required of the employer. If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

11.5 Termination of Employment for Casuals and Fixed Term/Seasonal Employees

11.5.1 Casual Hire

Where an employee is employed as a casual employee as defined elsewhere in this Agreement, the notice period required by either the employer or the employee concerned is one hour (or the end of the period agreed on engagement whichever is the longer), other than where the employer exercises its rights to summary dismissal in a situation where that action is justified, in which case no notice is necessarily required.

11.5.2 Fixed Term/Seasonal

Where an employee has been engaged for a fixed term, notice shall be deemed to have been given at the point of engagement, that is, the term is fixed and there shall be no further requirement for notice to be given and the letter of employment shall cease at the agreed expiry of the term. This does not affect the employer's rights under 11.4.2.4, nor does it preclude the parties from agreeing to either terminate the letter of employment early, or extend it.

11.6 Redundancy

11.6.1 Discussions before termination of employees :-

11.6.1.1 Where the employer considers that it no longer requires the position the employee has been engaged in, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, the employer shall hold discussions with the employee(s) directly affected.

11.6.1.2 The discussions shall take place as soon as is practicable after the employer has become reasonably aware of the possible change and will advise employees of the reason(s) for the possible termination(s) of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

11.6.1.3 For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the possible terminations of employment including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be contrary to the employer's commercial interests.

11.6.1.4 The union office shall be notified at the same time as employees and included in the discussions and processes if Union members are effected.

11.6.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties with their agreement for reasons set out in paragraph 11.6.1, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may, at its option, 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.

11.6.3 Severance pay

In addition to any period of notice prescribed for ordinary termination in this Agreement, and subject to further order of the IRC, an employee whose employment is terminated for reasons set out in 11.6 shall be entitled to the following amount of severance pay in respect of a continuous period of service:

11.6.3.1 a four week's pay ex-gratia payment,

11.6.3.2 four week's pay for each year of continuous service, or part thereof,

11.6.3.3 for employees with ten or more year's continuous service, an additional four week's pay,

11.6.3.4 a 22% loading on unused annual leave payable under this Agreement, provided that it is not in addition to any obligation under sub-clause 23.5

11.6.3.5 long service leave paid on a pro-rata basis provided this provision (11.6.3.5) is in lieu of, and not in addition to, any entitlement to long service leave provided by State legislation, and

11.6.3.6 superannuation payments, in accordance with the provisions of the Pfizer Australia Superannuation Plan, and provided this is in lieu of and not in addition to any superannuation payments provided by legislation.

11.6.4 Alternative employment

The employer, in a particular redundancy case, may make application to the IRC to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. Further, if an alternative equivalent position is available, for which the employee is qualified, the employee must accept that position. Should an employee refuse to accept an equivalent position for which the employee is qualified or otherwise resigns without the employer's consent prior to the expiration of the notice period then no redundancy payments will apply.

11.6.5. Time off during notice period

During the period of notice of termination 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. 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 employer's request, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

11.6.6 Employees exempted

This clause shall not apply where employment is terminated as a result of conduct justifying instant dismissal; or in the case of casual employees, apprentices or employees engaged for a specific task or tasks, or term. It does not apply to employees retiring.

11.6.7 Transfer

Where the employer offers and the employee accepts a transfer to another location within the organisation, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and his or her dependants.

11.6.8 Notice Period Obligations on Employees

The employer undertakes to give the maximum notice practicable of a redundancy to affected employees who must remain in the employ of the company until released to be eligible for payments prescribed in sub-clause 11.6.3.

11.7 Abandonment of Employment

An employee shall be deemed to have abandoned their employment in the event of their absence from work for three consecutive rostered days/shifts without prior notice and/or explanation. In such circumstances, the employee shall be entitled to payment for work undertaken until the conclusion of the last worked shift, any outstanding leave entitlements less the appropriate notice according to this Agreement and any other amounts owed to the employer, including but not limited to, cash advances on pay, the value of uniforms/property not returned etc. The payment shall be sent, on the next ordinary pay day to the employee's last known address.

11.8 Stand Down

In the event any or all employees cannot be usefully employed because of any cause for which the employer cannot reasonably be held responsible e.g. natural disaster, it is agreed the employer may stand down the employees without pay. Any public holidays which occur during the stand down period will be paid and the period of stand down will not affect continuity of service for relevant purposes of this Agreement.

11.9 Confidentiality

It is an implied term of engagement of employees that they will not at any time, either during their period of employment or subsequently, divulge, either directly or indirectly, to any person or entity, knowledge or information which may have been acquired by virtue of the employee's working at Pfizer. Such knowledge, relating to the affairs, policies, programmes, and/or activities of the employer, or its associated companies, or its clients, or any supplier, and will not at any time perform any act or be party to any omission which may, or be calculated to, cause damage to the aforesaid. The employee at all times, and in all reasonable respects, will treat and refer to the employer, its associated companies and its clients and suppliers with all due propriety and in the advancement of the interests of the employer. (This does not prevent or refer to the normal undertakings of the Union representative or union members in pursuing legitimate Union business as authorised by the Greater NSW Branch.)

PART B - SKILLS, COMPETENCY STANDARDS & CHANGE MANAGEMENT

12. SKILLS & PERFORMANCE

12.1 Performance of Duties

Subject to this Agreement, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform safely. All employees must be fit and able to carry out the work they perform. Competency Standards for positions as outlined in sub-clause 14.2 shall be used as a guide those as set out in Pfizer Australia Manufacturing Competency Standards Documentation. The parties are committed to continue to develop and complete the competency standards on site.

12.2 Review of Skills, Responsibilities and Performance

The parties agree that periodic reviews as outlined in the Competency standards documents, of the skills, responsibilities and performance of employees shall be conducted. Should an employee not agree with the outcome of a review or the employee considers there are grounds for a reappraisal then such disputes will be settled according to the Disputes Procedure detailed in Clause 37.

12.3 Higher Duties

Where an employee is instructed to act in a more skilled and/or responsible position the employee shall be paid for the duration of that time at the higher level's wage rate. This payment will be made only with both prior approval for the task to be undertaken and paid. The payment prescribed hereof shall not be paid to employees who work in a position at a higher level of skill or additional responsibility where that work is undertaken as part of training being accessed by the employee as stated in the Competency Standards Documents. The period of training will be as stated in the Competency Standards Documents.

12.4 Introduction of Change (Technological and other)

12.4.1 Duty to Advise and Discuss

12.4.1.1 It is the employer's duty to notify where the employer is reasonably sure that it will be necessary 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 and their union representatives who may be affected by the proposed changes prior to any implementation of change.

12.4.1.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the alteration of hours or work.

13. CONTINUOUS IMPROVEMENT

13.1 As part of an on-going process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the change process and to encourage consultative mechanisms across the workplace for all employees.

13.2 The terms of any proposed arrangement reached between the employer and employee(s) shall, after due processing, substitute for the provisions of this Agreement to the extent that they are contrary, provided that:-

13.2.1 a majority of employees affected agree;

13.2.2 such arrangement is consistent with the objectives of this Agreement; and

13.2.3 that the terms of the arrangement are committed in writing, signed by the employer and the Union and the document shall be treated as a part of the Agreement and equally enforceable.

13.3 Such workplace arrangements shall be processed as follows:-

13.3.1 all affected employees and their representatives will be provided with the current provisions that apply and the proposed alterations;

13.3.2 where an arrangement is agreed between the employer and the employee(s), such arrangement shall be committed to writing;

13.3.3 any affected employee may raise an issue for discussion and this should be processed through the Consultative Committee.

13.4 The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees or their authorised representative with whom agreement was reached.

PART C - REMUNERATION

14. SALARIES

14.1 The following wages are expressed as minimum and maximum rates per month and are based on an increase of 3% as of 1st August, 1999 and a further increase of 3% as of 1st August, 2000. The rates are inclusive of all considerations of the circumstances under which the work of the employees is performed save and except for other payments expressly provided for elsewhere in this Agreement or additional payments agreed to by the employer. The rates apply from the first full pay period which commences on or after the dates shown in the right hand columns.

14.2 Operational Division & Levels

Raw materials, Finished Goods and Export Facility.

	<u>Rates of Pay</u> <u>1/8/99</u>	<u>Rates of Pay</u> <u>1/8/00</u>
Level 1 Facility Operator	2164-2615	2229-2693
Level 2 Facility Operator	2615-2977	2693-3066
Level 3 Facility Operator	2977-3374	3066-3475
Level 4 Facility Operator	3374-3798	3475-3912

Facility operators are employees who ensure that all goods are received, stored and dispatched to meet business and external customer's needs

Production

Level 1 Production Technician	2164-2972	2229-3061
Level 2 Production Technician	2972-3343	3061-3443
Level 3 Production Technician	3343-3586	3443-3694
Level 4 Production Technician	3586-4032	3694-4153

Production Technicians are employees who work as part of the production teams to meet the production schedule and therefore the needs of the business. These positions may be working on the production floor or core area

Laboratory

Lab Attendant	2083-3000	2145-3090
Level 1 Trainee Analyst	2729-3458	2811-3562
Level 2 Analyst	3458-3895	3562-4012
Level 3 Experienced Analyst	3895-4364	4012-4495
Level 4 Team Leader	4364-4907	4495-5054

Laboratory staff provide either a chemical or microbiological analysis service in accordance with appropriate standards. The analysis may involve raw material, finished products or returns. Also includes QA Monitors



Engineering:

Trades

Level 1	2447-3458	2520-3562
Level 2	3458-3895	3562-4012
Level 3	3895-4364	4012-4495
Level 4	4364-4907	4495-5054

Engineering Support

Level 1	2534-2602	2610-2680
Level 2	2783-2819	2866-2904
Level 3	3350-3439	3451-3542

This department provides a support service in maintaining and supporting operations of the manufacturing and packaging equipment and systems

14.3 The salaries shall be paid monthly by electronic funds transfer and each payment covers the period of a calendar month. The employer will make representations to the appropriate bank/financial institution if for any reason a salary payment into an employee's account is delayed and generally provide assistance to deal with problems associated with funds' transfer.

14.4 A schedule of pay dates and cut-off dates (for ad hoc payments such as overtime) is attached to this Agreement. Except in circumstances beyond the employer's control, those dates shall be adhered to for the duration of this Agreement.

14.5 In the event that inflation or the proposed tax changes seriously affects the purchasing power of these rates of pay, or there is some other realistic reason to do so, then this clause may be reopened during the life of the Agreement.

15. OCCUPATIONAL SUPERANNUATION

15.1 The employer shall make contributions to the Pfizer Australia Superannuation Plan, provided that the Plan always meets the requirements of the Superannuation Guarantee Charges Act ("SGC Act"), and at a rate no less than the rate prescribed from time to time under the SGC Act. The employer may make additional contributions on behalf of employees at its discretion, on any conditions it agrees with the employee concerned, including on the basis that such additional contributions may be reviewed in the light of variations to the minimum standards prescribed by the SGC Act.

15.2 The salaries prescribed in Clause 14 of this Agreement are exclusive of superannuation contributions, however the employee(s) may adopt a 'salary sacrifice' package through making personal superannuation contributions and taking less salary payments each month.

16. ALLOWANCES

With the exception of Clause 21 the meal allowance has been incorporated into the monthly salary base rate.

16.2 An employee who is appointed as first aid attendant must hold a St John Ambulance (or equivalent) First Aid Certificate and shall be paid an additional payment at the rate of \$2.20 per day or shift on duty.

PART D - HOURS OF WORK

17. ORDINARY HOURS

17.1 General

In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services, however, all reasonable effort should be made to accommodate individual employee's needs. Wherever possible, hours should be constructed to allow maximum access to meaningful leisure time periods. Any dispute in relation to work patterns shall be resolved using the Disputes Settling Procedure in this Agreement. Fairness in rostering shall apply. However, all attempts to avoid roster changes which mitigate against stability and predicability for employees shall be made. During any working period in which clocks are put forward or back because of daylight saving starting or ending, payment shall be in accordance with the hours actually worked instead of by the time at which the working period ends.

17.2 Actual starting and finishing times of individuals shall be determined by references to their particular work area and work loads. A minimum 10 hour break between the completion of one shift's work and commencement of another should be taken.

17.3 Where an employee's work pattern has been determined, should the employee actually work any hours in excess of the hours determined, then either the following work cycle (e.g. four week period) can be reduced by the same number of hours, or, if mutually agreed, the excess actual hours can be added to recreational, or other, leave credits.

17.4.3 Roster Swapping

Where two or more employees agree among themselves to swap rosters (working days or times), the following criteria shall apply:

17.4.3.1 the action must not be taken unilaterally without supervisory staff's knowledge and consent;

17.4.3.2 the number and type of employees required to ensure operational needs as specified in the relevant roster shall be maintained, unless the roster swapping arises from a shortage or excess of work, in which case an amended roster should be posted,

17.4.3.3 roster swaps which require an individual employee to work in excess of 12 hours without a break (other than normal meal breaks) shall only be permitted where the relevant supervisor agrees the employee(s) concerned can perform their duties in a safe and efficient manner,

17.4.3.4 the employer will not be liable for any additional payments whatsoever arising from the swapping of rosters and shall pay all employees concerned according to the roster posted,

17.4.3.5 where roster swapping results in the need for employees to reimburse earnings foregone, the responsibility for this to occur shall rest solely with the employees concerned,

17.4.3.6 no employee shall be directed to swap rosters by any other person, and

17.4.3.7 any harassment of an employee(s) to enter into swapping arrangements against their will, shall be treated as serious misconduct.

17.5 Shift hours shall be of 9.5 hours duration. Ordinary hours worked shall total 38 per week. There shall be seven shifts as designated below, subject to any provision of this Agreement which provides for alterations to working times and subject to any prevailing variations to these shift configurations at the date of certification of this Agreement.

17.6 The seven basic shift configurations are as follows:

17.6.1 The A shift means Monday to Thursday inclusive 6:30 am - 4:30pm

17.6.2 The B shift means Tuesday to Friday inclusive 6:30am - 4:30pm

17.6.3 The C shift means Monday to Thursday inclusive 4:00pm - 2:00am

17.6.4. The D shift means Monday to Thursday, 2pm to Midnight.

17.6.5 The E shift means Monday to Friday, 38 hours,

17.7 An employee engaged on a shift which ends at or before 12:00 midnight and after 8:00pm, shall be paid a shift loading of 20% per shift in addition to the ordinary earnings of that employee calculated on the base rate. Further, an employee engaged on a shift which ends at or after 2:00am and before 7:00am, shall be paid a shift loading of 30% per shift in addition to the ordinary earnings of that employee calculated on the base rate

18. CALL OUT

18.1 An employee recalled to work after leaving the employer's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work for each time the employee is so called.

18.2 Any hours worked under this clause may be treated either as "in excess" as that term is used in sub-clause 17.3, or paid as Overtime, at the election of the employee.

19. CASUAL EMPLOYMENT

19.1 Casuals will generally be employed where insufficient numbers of appropriately skilled personnel cannot be secured on a regular and on-going basis by the employer. Each engagement of a casual shall stand alone.

19.2 Casuals shall be paid per hour an additional 20% loading according to the skill level as outlined in Clause 14. For any work in excess of 9.5 consecutive hours (exclusive of breaks) on any one day, this loading shall increase to 50% for the first hour and 100% thereafter.

20. PART-TIME HOURS

A part time employee is engaged to work less hours per week than a full time employee and is entitled to the benefits of this Agreement on a pro-rata basis using their average weekly hours as a fraction of the full time hours (i.e. 38) to determine the benefit level. A part time employee may work up to 38 ordinary hours in any one week, provided hours in excess of their usual hours (ie. the hours they were engaged to perform) are taken into account for the purposes of annual leave accruals.

21. OVERTIME

21.1 Overtime shall mean work in excess of the employee's normal working hours per week, worked at the discretion of the employer, which, from its character or from special circumstances cannot be performed in accordance with arrangements under sub-clause 17.3.

21.2 Payment for overtime worked shall not be made under this Agreement without the specific approval by the appropriate authority.

21.3 Approved paid overtime shall be paid at the following rates:

21.3.1 For all overtime worked in excess of the ordinary hours per week at the rate of time and a half for the first hour and double time thereafter.

21.3.2 Overtime rates are not paid for meal times.

21.3.3 An employee who works overtime which is not continuous (i.e. an unpaid break of more than one hour) with ordinary working hours shall be

paid a minimum payment of three hours' pay at the rate prescribed in 21.3.1
21.3.4 A paid meal allowance of \$8.00 shall also apply for Saturday or Sunday overtime only. This will be paid in cash the following week.

21.4 An employee can be directed to perform reasonable overtime. Provided further that the employer and an employee may vary the terms of this clause and any variation is committed to writing and signed by both parties.

21.5 Where an employee, after having worked overtime, finished work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available, or, if no transport is available, to the employee's home.

22. MEAL AND REST BREAKS

22.1 Employees working any of the duties listed in 17.6 shall be entitled to a meal break each work day of not less than 30 minutes and which shall not be paid. No employee shall be required to work more than five hours without a break for a meal. Other rest breaks (morning tea and afternoon tea) should be taken at times both convenient to colleagues and operational needs, shall be for a duration of 10 minutes and are not fixed. The employer expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.

22.2 The employer and employee(s) may agree to any variation of this clause to meet the circumstances of the work in hand.

22.3 This Clause shall not apply to any employee whose scheduled work in any 24 hour period is four hours or less.

PART E - LEAVE

23. ANNUAL LEAVE

23.1 Annual leave is based on 152 hours per year of paid absence from work. After the first year of service, annual leave shall accrue month by month.

23.2 Annual leave accruals shall not be available for use by the employee during the first twelve months of employment.

23.3 Annual leave cannot be accumulated from one year to another and must be taken each year as near to the date due as convenient to both the employee and the department. In any event, leave must be taken within six months of falling due.

23.4 The taking of annual leave shall be subject to the following:-

23.4.1 All such leave, whether ordinary or accumulated, shall be taken at a mutually convenient time unless there are exceptional circumstances justifying less notice given by the employer to proceed on annual leave. Notice shall be a minimum of four weeks.

23.4.2 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.

23.5 Annual leave loading calculated as $(\text{Annual Salary} \div 52 \times 4 \times 22\%)$ will be paid with each November pay, regardless of when an employee's annual leave is taken.

24. SICK LEAVE

24.1 Sick leave is specifically for the purpose of providing income for employees unable to attend work through injury or illness. The employer can also approve leave under this clause for an employee to care for an immediate family member.

24.2 An employee (other than a casual employee) after one month's service with the employer, who is absent from work on account of personal illness/injury of themselves or an immediate family member(s), shall be entitled to leave with normal payment subject to the following conditions:-

24.2.1 an employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation;

24.2.2 the employee shall take all reasonable steps prior to the commencement of such absence, to inform the employer of the employee's inability to attend for duty and shall state the nature of the injury/illness and the estimated duration of the absence; and

24.2.3 the employer may request that a claim for sick leave be supported by evidence satisfactory to the employer that the employee was unable on account of injury or personal illness to attend for duty on the day or days for which leave is

claimed. Post-dated medical certificates shall generally not constitute satisfactory evidence in accordance with this clause.

24.2.4 employees who make claims for sick leave which they cannot substantiate to the employer's satisfaction may be liable for dismissal on the basis of misconduct. The employer shall otherwise not be liable to grant paid sick leave claims which the employee cannot substantiate and which the employer has reasonable grounds to regard as questionable.

24.2.5 sick leave will normally not be paid when an employee is on any form of leave or absent from work on account of a public holiday. However, where an employee is ill/injured during recreational or long service leave and incapacitated for a period in excess of seven consecutive days, and otherwise complies with this clause in terms of accruals and proof of entitlement, the employee may claim sick leave for the relevant period and have their recreational or long service leave re-credited accordingly.

24.4 Where an employee is absent on sick leave for an extended period and/or management have a good and sufficient reason to believe that the employee will be unable to return to work, or is unable to undertake the duties of the position, the employer, at their cost, may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be retired on medical grounds.

24.5 After three months service, employees shall accumulate Sick Leave at the rate of 10 days per year paid leave.

25. LONG SERVICE LEAVE

Long Service Leave entitlements shall be as per the New South Wales Long Service Leave Act 1955.

26. BEREAVEMENT LEAVE

Three days bereavement leave with pay will be granted to employees in circumstances involving the death of an immediate member of an employee's family. "Immediate family" should be taken to mean spouse, defacto spouse, same sex partner, mother, father, brother, sister, child or step child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.

27. PARENTAL LEAVE

27.1 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.

27.2 Definitions

For the purpose of this clause child means a child of the employee under the age of one year except for 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.

27.3 Basic Entitlement

27.3.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

27.3.2 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:

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

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

27.4 Maternity Leave

27.4.1 An employee will provide to the company at least ten weeks in advance of the expected date of commencement of parental leave:

27.4.1.1 a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

27.4.1.2 written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

27.4.1.3 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 she will not engage in any conduct inconsistent with her letter of employment.

27.4.2 Subject to clause 27.3, and unless agreed otherwise between the company and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

27.4.3 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.

27.4.4 Where the pregnancy of an employee terminates after 27 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 an illness not related directly to the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

27.4.5 Where special maternity leave is granted, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.5 Paternity Leave

27.5.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:

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

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

27.5.1.3 a statutory declaration stating:

27.5.1.3.1 he will take that period of paternity leave to become the primary care-giver of a child;

27.5.1.3.2 particulars of any period of maternity leave sought or taken by his spouse; and

27.5.1.3.3 that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

27.6 Adoption Leave

27.6.1 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.

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

27.6.2.1 the employee is seeking adoption leave to become the primary care-giver of the child;

27.6.2.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and

27.6.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

27.6.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

27.6.4 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.

27.7 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.

27.8 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, subject to the total amount of leave not exceeding 52 weeks.

27.9 Transfer to a Safe Job

27.9.1 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.

27.9.2 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.

27.10 Returning to Work after a Period of Parental Leave

27.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

27.10.2 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 27.9, the employee will be entitled to return to the position they held immediately before such transfer.

27.10.3 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.

27.11 Replacement Employees

27.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

27.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

28. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for Jury Service.

An employee who is required to attend for Jury Service shall receive full pay for the total absence. Any payment received by the employee as a consequence of such attendance shall be paid to Pfizer by the employee upon return from Jury Service.

29. SPECIAL CIRCUMSTANCES

29.1 Maintenance/Upgrade Shut Down

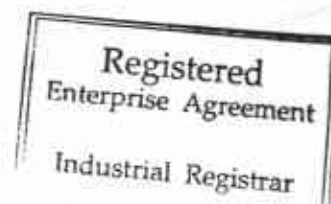
The employer reserves the right to require some or all employees to take annual leave in the event of a partial or complete shut down of facilities during the life of this Agreement. Such a shut down would arise due to maintenance and/or upgrade of facilities. The employer shall give appropriate notice of the time and duration of the shut down and shall allow employees who so choose to take leave without pay for some or all of the duration of the shut down. Except for an unpredictable or emergency situation, the minimum notice under this provision shall be one clear calendar month.

29.2 Potential Year 2000 Problems

The employer undertakes to implement all reasonable measures to avoid disruption to operations as a result of potential problems on and about 1/1/00. However it is agreed that problems may arise beyond the control of the employer which may cause disruption to day to day operations, transport and communication into and out of the business, all of which have obvious consequences for the parties. It is agreed that the employer shall be entitled to shorten and/or cancel shifts at short notice. Within the Employers power, everything that can be done to foresee and eliminate the problems thought likely to exist will be done. It is agreed that all parties to this Agreement will be as flexible as possible in dealing with this issue. The Company undertakes to keep disruption to employees to the minimum that is commercially prudent.

29.3 Sydney Olympics

The parties commit to develop a policy during the first six months of this Agreement to deal with potential disruptions to business caused by the Sydney Olympic Games in September 2000 and to deal with employee requests for time off (whether paid or not) to attend and/or participate and/or officiate in or at Olympic Games events.



30. PUBLIC HOLIDAYS

30.1 New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Sunday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day, Boxing Day, or a substitute or transferred day for any of these holidays, on the dates as gazetted from time to time by the State government for official observance of the holiday, and one additional day shall be allowed without loss of pay. For the purposes of this agreement, the extra Public Holiday shall be Union Picnic day on a date to be decided by mutual consent between Pfizer and the Union. The employer and employee(s) may agree to alter these actual days on which these public holidays are observed, including taking days in conjunction with annual leave.

Any additional day gazetted or proclaimed by the NSW Government as a public holiday to be generally observed in the Sydney area shall also be a public holiday for the purposes of this agreement.

30.2 An employee required to work ordinary time on a date gazetted as a public holiday, shall be entitled to a day off in lieu without loss of pay at a later date to be agreed. Alternatively, the employee may elect to be paid double time and a half for the hours worked on the gazetted public holiday.

31. BLOOD DONOR LEAVE

An employee who donates blood during their ordinary working hours shall be entitled to one hour's paid leave on each occasion for that purpose provided the employer has the right to require proof of entitlement if the employer requests it.

PART F - OTHER CONDITIONS

32. UNION DELEGATE

An employee appointed either union delegate or co-delegate shall, on notification to the employer, be recognised as an accredited representative of the union and afforded reasonable opportunity to meet with union officials and fellow union members who may approach the representative(s) on work related matters to seek union assistance.

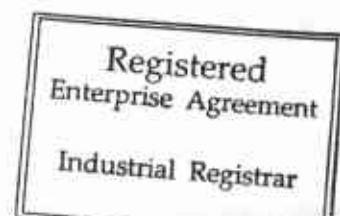
33. UNION TRAINING

33.1 Appointed representatives (delegate and/or co-delegate) who are nominated by the union to attend a training course shall be granted leave of absence to attend such course.

33.2 The terms of such leave of absence shall be as follows:

33.2.1 at least two weeks notice prior to attendance at the course, the employer must receive written notice including dates, times and venue;

33.2.2 nominations shall not involve absences from work of more than two course attendees for a maximum of four days per attendee in each calendar year;



33.2.3 leave of absence granted shall be counted as time worked for purposes of continuity of service and leave accruals; and

33.2.4 attendees shall receive their normal pay while on the course but no additional payments such as penalty rates shall apply

34. UNIFORMS & PROTECTIVE CLOTHING

34.1 Uniforms must reflect the employer's commitment to quality and safety. Uniforms must be worn by employees on the following basis:

34.1.1 all employees on commencement will be issued uniforms through the garment rental service;

34.1.2 uniforms and jackets will be replaced on an as needs basis by exchanging old for new;

34.1.3 uniforms that are badly frayed or show signs of obvious mending/patching are to be replaced;

34.1.4 each employee is responsible for the good care of the issued uniform and protective clothing;

34.1.5 uniforms are only to be worn on company premises in the performance of normal duties.

34.2 In recognition of the standards required by the company in the production of pharmaceutical products and occupational health and safety requirements, all employees are required to wear protective clothing which will be supplied by the employer. In all areas employees will wear any such equipment deemed to be necessary by the employer from time to time. Safety footwear will be replaced on an as needs basis by exchanging old for new

34.2.1 An employee who becomes aware of a defect in protective clothing or equipment, or in safety clothing or equipment shall immediately notify their supervisor of such defect.

34.2.3 All items provided by the employer i.e protective equipment, uniforms, etc. must be returned to the company on termination of employment and will not be re-issued to other employees. The employer reserves the right to withhold termination pay until such time as company property has been returned and/or adequately accounted for.



35. APPRENTICES & AUSTRALIAN TRAINEESHIP SYSTEM

35.1 Apprentices

An apprentice shall be paid according to the Apprentice wage rates outlined in the relevant award covering the particular trade and will be reflective of the Enterprise Agreement.

35.2 Traineeships

35.2.1 Notwithstanding anything elsewhere contained in this Agreement the employer may employ Trainees subject to the conditions as contained in this clause.

35.2.2 Application and Objectives

35.2.2.1 Before this clause shall have effect on the employment of a trainee, the employer and a trainee must have entered into a training agreement.

35.2.2.2 Existing full time employees, part time employees shall not be displaced from employment by trainees.

35.2.3 Training Conditions

Trainees engaged under this clause shall attend the off-the-job training prescribed in the training agreement. The employer shall ensure the trainee is permitted to attend off-the-job training and provide appropriate supervision during on-the-job training.

35.2.4 Employment Conditions

35.2.4.1 The trainee shall be engaged for a period of twelve months as a full time employee, provided that the trainee may be subject to a satisfactory probation period as outlined in this Agreement.

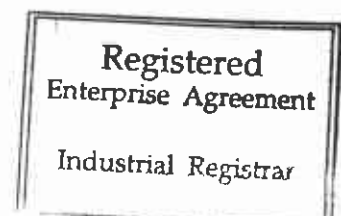
35.2.4.2 The trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

35.2.4.3 Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purpose of this Agreement and Long Service Leave/entitlements.

35.2.4.4 Trainees shall be regarded as full time employees.

35.2.5 Salary

Rates of pay will be determined in line with the training wage in the relevant award and will be reflective of the Enterprise Agreement. Trainees are expected to also undertake appropriate training courses in their own time, for which they will not be paid, but any qualifications attained will be recognised by the employer at the conclusion of the training period for the purpose of classifying the employee.



36. DISPUTES SETTLING PROCEDURE

36.1 It is agreed that every endeavour will be made by the parties to speedily and amicably settle any dispute which may arise by direct consultation and as appropriate, negotiation. To facilitate the settlement of such dispute, the following procedure shall apply;

36.2 During all discussions the status quo will be maintained.

36.3 Employee with or without their accredited union delegate shall discuss matters affecting them directly with the appropriate Manager and seek agreement or resolution at that level. If agreement of an acceptable response is not achieved within one working day or another mutually agreed time period, the employee (with or without the accredited union delegate), or in his/her absence, the nominated deputy, shall discuss the matter affecting the employee/s represented with the Manufacturing Director.

36.4 If agreement or resolution is not achieved within one working day or another mutually agreed time period, or in the absence of the above Manager, a meeting will be arranged to discuss the matter with the Human Resources Director.

36.5 If the matter cannot be resolved at this level within two working days, discussions shall continue between the appropriate representatives of Pfizer and the employee. At this time, the dispute may be referred to the New South Wales Industrial Relations Commission for conciliation and/or arbitration and other forms of assistance which may be acceptable to all parties.

36.6 In order to allow for the peaceful resolution of disputes all work shall continue as normal without interruption while the dispute settling procedure is being followed.

36.7 It is further agreed that any stop-work meeting required by Union officials and/or Site Union Delegate, should be held outside the normal working hours of the site, where practicable.

37. HEALTH AND SAFETY

37.1 Safety Equipment

Safety equipment as provided by the employer will be utilised as directed and in accordance with the manufacturers instructions.

37.2 Safety Procedures

Safety procedures shall be followed by all employees. Failure to acknowledge and adhere to safety policies shall be grounds for dismissal. Neglect of safety procedures that may lead to injury of other persons or employees will be deemed misconduct which may make the employee liable for instant dismissal.

37.3 Employee's Duty

Notwithstanding the employer's responsibility under the Occupational Health and Safety legislation, the employee has a duty:



37.3.1 to protect their own health and safety at work and not to participate in any act or be party to any omission which may, by any reasonable standard, be reckless endangerment;

37.3.2 to avoid adversely affecting the health and safety of any other person or property through any act or omission at work which may by any reasonable standard be reckless endangerment.

37.4 An employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger their own safety at work or the safety of any other person at work. An employee who appears to the employer to be under the influence of alcohol or drugs shall be advised that they are not to commence or continue work until examined by a medical practitioner or a registered nurse as soon as practicable to ascertain the employee's fitness for work and any costs associated with the examination shall be borne by the employer. During this time the employee shall be stood down without pay however, if the medical examination shows that the employee is not under the influence of drugs or alcohol, the employee shall be paid for the time lost.

38. LEAVE RESERVED

(Parties will have an undertaking to continue discussions based around the F and G shifts prior to their implementation, during the life of this agreement.)

17.6.6 The F shift means Friday to Monday inclusive 6.30 am to 4.30pm

17.6.7 The G shift means Friday to Monday 4.00 pm to 2.00am.

Provided that for the duration of this Agreement, no employee under Pfizer's employment at the date of certification of this Agreement can be required to work the F & G shifts or, in the case of Facility Operators and Production Technicians, the E Shift.

SIGNATORIES

**Signed on or behalf of the
Australian Workers' Union New
South Wales.**



Signed: 25. 7. 000.

**Signed on or behalf of Pfizer Pty
Limited.**



Signed: 23/2/00

To assist payroll in improving the efficiency and accuracy of the pay office function, your cooperation in adhering to the following cut off times is appreciated.

For monthly pays, annual leave forms must be received prior to taking leave and all other data must be received by the Pay Office by the end of each calendar month, for example, exception reports. Data received after this time will be processed the following month.

For monthly pays the following pay dates will apply:-

PAY DATES
13 January, 2000
14 February, 2000
14 March, 2000
13 April, 2000
12 May, 2000
14 June, 2000
13 July, 2000
14 August, 2000
14 September, 2000
13 October, 2000
14 November, 2000
14 December, 2000

For employees who commence after the cut-off date, a manual pay will be run with the weekly pays, provided all paperwork is submitted prior.

